



EXECUTIVE PLUS POLICY



STERLING
looking after tomorrow

Executive Plus Policy

Introduction

Thank you for insuring your home with Sterling Insurance Company Limited.

Please keep this policy in a safe place since it contains important information about your insurance protection.

You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

Our promise of satisfaction

If this policy does not meet your needs, you have the right to cancel it for a period of 30 days from the date your policy begins or from the date you receive this policy document if this happens later. If you cancel in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims monies paid.

If you want to cancel this policy you should write to us at: Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

Disclosure

It is most important that you tell us of any material change in your circumstances which may affect this insurance cover. Material facts can have an effect on what you are covered for and how much you pay. If you are not sure whether something is important, please tell us anyway, since a failure to disclose a material fact relevant to this insurance could result in your cover being invalid.

We recommend that you keep a copy or a record of all information you give to us.

Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated senior underwriter.

Financial Services Authority

Sterling Insurance Company Limited is authorised and regulated by the Financial Services Authority (FSA).

Our FSA register number is 202012.

Data Protection Statement

The personal information we collect from you

When you apply for insurance we collect personal information about you including your name, address and gender. We may also collect other information during the life of your policy which is classed as sensitive personal information. We may also ask you about any criminal convictions you may have.

You do not have to provide us with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974.

How we use your personal information

All personal and sensitive personal information will be used by Sterling Insurance Company Limited for insurance purposes, including managing and administering your policies.

We also use this information to produce management information for business analysis. If you have provided information to us about another person (including their sensitive personal details), you confirm that you have their permission to provide that information to us for the same purposes.

If you telephone us, your call may be monitored or recorded for training, quality control and fraud prevention purposes.

Who we may share your information with

We may share your personal and sensitive personal information with the following organisations for purposes related to your insurance policies and our insurance services generally:

- our connected companies, agents and subcontractors including loss adjusters and claims investigators;
- our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- other insurance companies about other insurance policies you may have;
- the police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

Claims

In the event of a claim we may need to collect additional information from you.

Fraud prevention

We work with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims.

We may also use commercially available databases to check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity.

Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

Your rights

You are entitled to a copy of your personal information held by Sterling Insurance Company Limited on payment of a fee. If you would like to see the information we hold about you, contact the Data Protection Officer at Sterling Insurance Group Limited, Ambassador House, Paradise Road, Richmond upon Thames TW9 1SQ.

You should let us know if you think any of your personal information is inaccurate, so we can update it.

We do not use your information for marketing purposes, nor do we share it with any other company for marketing purposes, unless you have specifically agreed to this.

Terms and conditions

Your policy consists of	Page
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Your Executive Plus Policy consists of these terms and conditions, the schedule and any endorsements. It is based on the information you have provided, including any declaration that you may have signed.

The terms and conditions, schedule and any endorsements should be read together as one document.

We will insure you in accordance with the policy terms and conditions, endorsements and memoranda in respect of the operative sections (underwritten by Sterling) as shown in the schedule against loss, damage or legal liability occurring during any period of insurance for which you have paid or agreed to pay a premium.



John Blundell

Managing Director

Sterling Insurance Company Limited

Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ

Executive Plus Helplines

Home Emergency	A 24 hour Helpline operated by Homeserve Claims Management Ltd that provides a call-out service for emergency repairs by local tradesmen to attend at an agreed call-out charge. Please see full details on Pages 30-31.	0845 070 2310
Glass Breakage	A 24 hour Helpline operated by Solaglas Windowcare by utilising a nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid direct by us less the excess.	0870 870 7171
Eurolaw Legal Advice	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Ltd that will provide you with confidential legal advice on any personal legal problem directly affecting you. It does not provide advice about your business, trade or profession and is limited to the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.	0845 070 1275
Tax Advice	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with confidential advice on personal tax matters.	0845 070 1275
Health & Medical Information Service	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with assistance and information (non diagnostic) on health and fitness matters. Between the hours of 7pm and 9am, DAS will take a message and the Health and Medical Adviser will contact you the next day or at an agreed time.	0845 070 1275
Counselling Service	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited giving you access to qualified counsellors who will provide support in dealing with worrying matters that are causing you concern.	0845 026 4214
Childcare & Home Assistance	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will assist you in finding childcare, au pairs, cleaning staff and housekeepers if you need assistance should illness or an emergency prevent you from achieving the usual tasks of daily life. You will have to pay for the childcare and home assistance costs. Most of these services operate during normal office hours. Outside of these hours, DAS will contact them for you the next working day and call you back.	0845 070 1275
Road Rescue	A 24 hour Helpline operated by Call Assist Ltd that provides a comprehensive motoring breakdown and recovery service throughout the United Kingdom and most of Europe.	0800 45 47 52
Pet Insurance Claims	A claims service operated by Petwise Insurance Services that provides assistance if your pet is lost or stolen or requires veterinary treatment as a result of an accident, injury, illness or disease.	0845 070 1272
Identity Theft	A Helpline operated by Capita Insurance Services Ltd, available Monday to Friday from 9am to 5pm, excluding bank holidays. This will provide you with full assistance and guidance in recovering your identity in the event of it being fraudulently stolen. All callers are provided with a dedicated case manager.	0870 164 8222
red24	A 24 hour Helpline that gives you advice and guidance from trained security specialists. As well as advising you about your security at home, they will also give you advice on your personal safety and security including whilst you are travelling abroad. Our unique webpage on the red24 website will give you full up to date information by entering your policy number to activate. Website: www.red24.info/affiliate/sterling	0203 291 2424

Please note that calls may be monitored or recorded to ensure the accuracy of information and the quality of service. Counselling calls are **not** recorded.

Crisis Management

For your safety and protection we have provided for you, the following covers which we have encompassed under the general heading of Crisis Management

- Fatal injury or acquired disability
- Trauma cover
- Stalking
- Kidnap and ransom
- Car jacking
- Air rage and/or road rage
- Fraudulent use of credit cards, bank or building society books
- Identity theft
- yellowtag™

We hope that you never have to use any of these services but if you do, you can rest assured that we have your interest at heart and we will ensure that, whatever the incident, we will do our utmost to assist you through your traumatic experience.

Full details of all these covers can be found in Section 5a. In addition, the red24 advice Helpline given on the previous page is there to give you assistance with such matters.

Executive Plus Claims

Claims procedure

If you need to make a claim under Sections 1 - 4:

- in the event of an emergency call the Sterling Executive Helpline on **0845 070 2310**.
- contact your professional adviser or alternatively call us on **0845 271 1300**.

To ensure we maintain a high-quality service, we may monitor or record phone calls.

From the moment you or your professional adviser calls, we will take full responsibility for dealing with your claim. When you phone, you will be asked for your policy number and details of your claim.

We will:

- confirm whether the event is covered
- if necessary, arrange for a loss adjuster to contact you immediately
- give you advice on how your claim will be dealt with and any excess you may have to pay.

In most cases you will not need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claim manager who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

The claims procedures for each of the additional covers under Section 5 are set out in those sections.

To make a claim

- under the Crisis Management section, please call us on **0845 271 1300**.
- for Identity theft, please call the Sterling Executive Identity Theft Helpline on **0870 164 8222**.

Please note that the payment of a claim may affect your no claims discount.

Home Emergency

When you need the services of a contractor in an emergency situation, our 24 hour Emergency Helpline is there to assist you by arranging for a local tradesman to attend and rectify the immediate problem.

Full details of this cover is given under Section 5b and the Emergency Helpline number for assistance is **0845 070 2310**.

Claims Concierge Service

Should you have a claim under this policy that is likely to exceed £20,000, we can provide you with the services of a dedicated claims consultant who will visit you as soon as possible after the event and act on your behalf throughout the claim process in assessing costs for replacement or repair and negotiate with us or our own representative for a fair and prompt settlement.

This service is provided at no additional cost to you and details of this service can be found under Section 5c.

Financial Services Compensation Scheme

As **we** are authorised by the Financial Services Authority (FSA) **you** have protection under the Financial Services Compensation Scheme (FSCS) acting as a safety net in the unlikely event that **we** are unable to meet our liability to you. The FSCS will meet the first £2,000 of **your** claim in full plus 90% of the balance. Full details of the scheme can be obtained from their website www.fscs.org.uk, or by writing to

Financial Services Compensation Scheme
7th Floor
Lloyds Chambers
1 Portsofen Street
London E1 8BN.

Executive Plus Assistance

Complaints procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel that we have not attained the standard of service you would expect or if you are dissatisfied in any other way, then this is the procedure that you should follow:

If you have a complaint under Sections 1 - 4, or 5a,

In the first instance you or your professional adviser should contact us at

The Customer Services Manager
Sterling Insurance Company Limited
50 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4JX

Telephone No. **0845 271 1300**.

email: info@sterlinginsurancegroup.com

If you remain dissatisfied you may refer your complaint to

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone No. **0845 080 1800**.

Website address: www.financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final decision.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

The complaints procedures for the additional covers under Section 5 b) - 5 f) are set out in those sections.

Customers with a disability

We are able to provide, upon request, a text-phone facility, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. This service is provided in accordance with the Disability Discrimination Act 1995.

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy (including Section 5), unless stated otherwise. The additional covers under Section 5 may contain additional words and expressions with meanings specific to that Section.

act of terrorism

an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and

- involves a violent or an unlawful use of force of an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and
- is committed for political, religious, ideological or other similar purposes

art and antiques

individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to **you** or **your family** or for which **you** or **your family** are legally responsible including

- antique and designer furniture
- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts
- tapestries and rugs
- clocks and barometers
- curios, objets d'art
- statues and sculptures
- stamps, coins, medals and other collectable property
- china, glassware and porcelain
- household gold, platinum, pewter and silverware including plate
- guns

bodily injury

death, injury, illness, disease or shock (this does not apply to Section 5d)

buildings

the **home** and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools, hot tubs, ornamental ponds, fountains, hard tennis courts, solar heating systems, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying **your home**

business equipment

office equipment and office furniture all owned by **you** or **your family** and used in connection with **your** business or employment

Definitions

contents	<p>the following property that is solely used for domestic purposes and business equipment, all belonging to you or your family or for which you or your family are legally responsible and normally kept at your home</p> <ul style="list-style-type: none">- household goods, furniture and furnishings and personal effects- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, electric wheelchairs, mobility scooters and golf buggies- quad bikes that do not require a Road Traffic Act Certificate of Insurance- go-karts and off-road motorcycles with an engine size of 50cc or less- tenant's improvements- fixtures and fittings and interior decorations for which you or your family are legally responsible as occupier and not as owner- aerials and satellite dishes- marquees and associated equipment- trailers and non-motorized horse-boxes- surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment- art and antiques
credit cards	credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by you or your family solely for private purposes
credit reference agency(ies)	the UK's three credit reference agencies : Equifax, Experian and Callcredit
domestic employee	any individual who carries out paid domestic duties for you within your home and/or its garden
electronic equipment	any computer equipment system or software, or any product, equipment or machinery containing, connected to or operated by means of a micro or data processor chip
electronic failure	any loss or damage to any property caused directly or indirectly by the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction
excess	<p>the first part of each and every claim which you must pay other than a claim of more than £2,500 unless</p> <ul style="list-style-type: none">- the claim is for loss or damage caused by subsidence, heave or landslip- you have elected a voluntary excess when the amount of the voluntary excess will be reduced by £250- we have imposed a compulsory excess
home	the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the schedule
identity theft	the theft of your personal identification, National Insurance number, or other method of identifying you , which has or could reasonably result in the wrongful use of such information, including but not limited to theft occurring on or arising out of your use of the internet. All loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single theft. Identity theft shall not include the theft or wrongful use of your business name or any other method of identifying any business activity of yours
jewellery and watches	<ul style="list-style-type: none">a) items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stonesb) watches <p>all belonging to you or your family, or for which you or your family are legally responsible</p>
operative sections	those sections which you have selected and for which cover is provided under this policy

Definitions

outdoor items	garden statuary, garden furniture, swings, slides and climbing frames, flower containers and urns all kept in the garden of your home
period of insurance	the period stated in the schedule
personal money	cash, bank and currency notes, cheques, money and postal orders, bankers drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers cheques, travel tickets, sports season tickets and gift vouchers all belonging to or held by you or your family solely for private purposes
schedule	this provides details of the person or persons insured, the period of insurance , the operative sections of the policy and the sums insured which apply and specifies any endorsements and memoranda which amend the standard policy wording
temporarily removed	removed from your home for a period of no more than 60 consecutive days
tenant's improvements	improvements, alterations and decorations which have been undertaken to your home either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner
territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
unoccupied	when your home is <ul style="list-style-type: none">- insufficiently furnished for normal living purposes for more than 60 consecutive days or- not lived in by you or your family or by any adult person with your permission for more than 60 consecutive days
we/us/our/Company	Sterling Insurance Company Limited
you or your	the person or persons named in the schedule as the Insured
your family	your spouse, partner, children, foster children, parents and other relatives, permanently living with you .

General Conditions - applicable to all Sections

Cancellation

You may cancel the policy by giving **us** written instructions. **We** may cancel the policy by sending **you** 21 days notice by recorded delivery letter to **your** last known address.

In the event of cancellation by **you** or **us**, **we** will refund a proportionate part of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**

- will stop applying for **your** monthly instalment
- may exercise **our** right to collect the balance of any outstanding premium instalments in the event of a claim.

If **you** have agreed to pay **your** premiums by instalments and **you** fail to pay any of those instalments, **we** reserve the right to cancel **your** policy.

Changes in risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, damage or liability covered by the policy.

Claims

In the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide at **your** own expense all details and evidence **we** may reasonably require.

Compliance with terms

The **Company's** liability to make any payment under the policy is conditional upon **your** compliance with the terms and conditions of the policy.

Contracts (Rights of Third Parties) Act

No person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

General Conditions - applicable to all Sections

Disputes

Provided that liability under the policy has been admitted, any dispute over the amount to be paid by **us** will be referred to arbitration. The arbitrator will be appointed by the parties concerned according to the relevant statutory provisions in force at the time. In such a case there will be no right of action against **us** unless an award is made.

This condition does not apply to Section 5 d).

Fraud

If any claim is fraudulent in any respect or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any damage is caused by the wilful act or with the connivance of **you** or **your family** all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim was made.

Law applicable to this contract

Under United Kingdom law the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, English law applies.

Other insurance

We will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

Reasonable care

You and **your family** must take all reasonable steps to prevent loss, damage, accident or **bodily injury** and to maintain the property insured in a good state of repair.

Rights

We are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this policy.

Theft security

In the event of a theft or attempted theft from **your home** **you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

Transfer of interest

You may not transfer **your** interest in the policy without **our** consent.

General Exceptions - applicable to all Sections

What you are not covered for:

- 1 loss or damage or any claim caused by
 - deliberate acts by **you** or **your family**, tenants, paying guests or **domestic employees**
 - wear, tear or any gradually operating cause
 - confiscation or detention by Customs or other officials or authorities
- 2 consequential loss of any kind incurred by **you** or **your family** (except as stated in the policy)
- 3 any loss, damage or legal liability occurring before the commencement of this insurance
- 4 any loss, damage or legal liability arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- 5 a) loss or damage caused by or liability arising from any **electronic failure** of **electronic equipment**. Subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured
b) direct or indirect loss or damage caused to **electronic equipment** by **electronic failure**
- 6 any loss, destruction or damage to property or any expense, consequential loss or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- 7 any loss or damage resulting from building works to **your home**, including works involving the use or process of heat, where the estimated cost of the building works is in excess of £50,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
- 8 Any loss or damage to property, cost or expense, consequential loss or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power, or
 - b) biological or chemical contamination due to any **act of terrorism**
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated aboveIf **we** allege that any loss, damage, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**
- 9 any loss or damage to property, expense, consequential loss or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
 - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
- 10 a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
b) the cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

Section 1 - Contents, art and antiques

What you are covered for:

- 1 The **contents, art and antiques** are insured against loss or damage whilst at **your home** or anywhere in the world.
- 2 **Alternative accommodation and rent**

If **your home** is made uninhabitable following loss or damage to the **contents** covered by this section **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses, temporary storage of furniture and any rent which **you** may still have to pay, up to a maximum period of 3 years.
- 3 **Death of artist**

We will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of any loss or damage. The maximum amount **we** will pay for any one piece of art is up to 200% of its sum insured and up to £100,000 in total.
- 4 **Defective title**

We will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner. **We** will not pay for claims under this additional cover

 - unless the item was purchased by **you** during the **period of insurance**
 - unless **you** advise us about the claim during the **period of insurance**
 - unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
 - if the item was inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay is 10% of the total sum insured under this section or £25,000, whichever is the less.
- 5 **Dependent parents or grandparents possessions**

Loss or damage to **contents** belonging to **your** dependent parents or grandparents who are residing in a nursing or residential care home up to £7,500.
- 6 **Gifts**

We will pay for loss of or damage to gifts (other than gift vouchers) up to an amount of £25,000 purchased for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event. The maximum amount **we** will pay for any one gift is £2,500
- 7 **Guests and domestic staff personal property**

Loss of or damage to **contents** in **your home** belonging to guests or domestic staff permanently residing with **you** up to £5,000 provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one article is £500.
- 8 **Hire of replacement golf clubs overseas**

Following loss or damage to **your** golf clubs or any that **you** may have hired or borrowed whilst **you** are playing golf outside the territorial limits, **we** will pay up to £50 per day (subject to a maximum of £500) for the necessary hire of replacement clubs. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.
- 9 **Hole in one**

In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard and certificate from **your** club or the match secretary must be submitted to **us** in the event of a claim.
- 10 **Household removal**

We will pay for loss or damage occurring during the course of a household removal provided that

 - it is undertaken by professional removal contractors
 - any claim for loss or damage caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.

Section 1 - Contents, art and antiques

11 Memorial stones

We will pay for loss or damage to a memorial stone or plaque in memorial of **your** parent, spouse, partner or child occurring within the **territorial limits** up to £5,000.

12 Metered water or heating oil

Additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation at **your home**.

13 New purchases

We will pay for loss of or damage to items that are newly purchased provided that **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 25% of the total sum insured under this section.

14 Outdoor items

Loss of or damage to **outdoor items** whilst in the garden of **your home** up to £10,000 for any single item unless otherwise stated in the **schedule**.

15 Personal money

Loss of or damage to **personal money** occurring anywhere in the world up to £5,000.

16 Reinstatement of data

We will pay the cost of reinstating lost data or records stored on **your** computer or other item of **electronic equipment** up to £5,000.

17 Reinstatement of documents

We will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents.

18 Removal of debris costs

Following loss or damage to the **contents** covered by this section **we** will pay reasonable and necessarily incurred removal of debris costs.

19 Replacement locks and keys

If **your** keys are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, key operated safe locks and the replacement of any key.

20 Reward

We will pay up to £10,000 to anyone (other than **you**, **your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.

21 Student's course and residential fees

We will pay for any unrecoverable course fees, examination fees and/or residential fees for any student member of **your family** which **you** have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or early withdrawal of the student member of **your family** from their course as a result of their death or becoming incapacitated due to a sudden and unforeseen accident or long-term illness.

We will also pay for additional costs reasonably incurred should the student member of **your family** have to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming incapacitated due to a sudden and unforeseen accident or long-term illness.

The maximum amount payable under this Cover 21 is £20,000.

Section 1 - Contents, art and antiques

What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**
- 2 loss or damage caused by
 - theft or attempted theft
 - by deception unless deception is used solely to gain entry to **your home**
 - of ride on lawn mowers during the hours of darkness unless from a locked building
 - of trailers and non-motorized horse-boxes unless secured with an anti-theft device when left unattended
 - faulty workmanship, defective design or use of defective materials
 - rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - storm, flood or frost to **contents** in the open
 - electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s)
 - an error in computer programming, instruction or malfunction
- 3 loss of or damage to
 - **contents** removed for sale, exhibition or display
 - motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as defined under **contents**) and their respective accessories other than automotive satellite navigation systems whilst used as a portable personal navigation system
 - radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
 - quad bikes, go-karts or off-road motorcycles
 - whilst being driven
 - if left unattended in the open
 - watercraft (as defined under **contents**)
 - whilst being used for racing, speed testing or in any slalom event or in white water
 - protective covers or sails that are split by the wind
 - if not stored ashore when not being used
 - sports equipment while taking part in professional sport
 - **personal money**
 - unless the loss is reported to the Police within 24 hours of discovery
 - held for business or professional purposes
 - as a result of
 - shortages due to error, omission, depreciation or confiscation
 - theft from unattended motor vehicles
- 4 loss or damage to **contents** other than **art and antiques** caused by or during the process of repairing, restoring, renovating, cleaning, washing, dyeing, installation, adjustment or dismantling
- 5 loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside.

Where an item is secured to an external carrier that is attached to the vehicle (e.g pedal cycles or skis) where it cannot be hidden from view, it must be locked to the carrier which itself must be secured to the vehicle.
- 6 loss or damage occurring whilst in storage unless
 - removed to a commercial storage facility
 - any theft or attempted theft involves force and violence to gain entry or exit
- 7 when **your home** is **unoccupied**
 - loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance
 - theft or attempted theft
 - malicious acts or vandalism
 - additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation
- 8 when **your home** or any part is let or lent or occupied by tenants or paying guests
 - loss or damage caused by theft or attempted theft unless force and violence is used to gain entry or exit
- 9 any subsequent loss of profits or turnover resulting from any cause following loss of or damage to **business equipment**.

Section 1 - Contents, art and antiques

Important information

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the Consumer Durables Section of the Retail Price Index or suitable alternative index. At each renewal, the premium will be calculated on the adjusted sums insured. The sums insured will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** make to prevent further loss or damage and effect all repair or replacement work without delay.

Basis of claims settlement

The total sum insured on **contents, art and antiques** must represent the full market value or the cost of replacement, whichever is the greater. **We** will at **our** option either pay the cost of repairing or replacing as new or **we** will replace as new. Alternatively, **you** may choose to have settlement in cash.

Agreed values

If an item specified under this section is totally destroyed or irrecoverably lost, or is declared a constructive total loss by **us**, **you** will have the option either to replace it or to receive a cash payment equivalent to the sum insured stated against the item in the **schedule**.

Extended replacement

If, at the time of loss or damage, the market value of your **contents, art and antiques** have increased beyond the sums insured stated herein, **we** will pay up to 125% of those sums insured provided that

- a walk through validation exercise has been undertaken by a professional valuer to assess the overall value of your **contents, art and antiques** or
- **you** can submit a professional valuation to **us** which is no more than three years old.

This is subject to the sums insured having been maintained by **you** since the date of the validation or valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation.

Partial loss or damage

In the event of partial loss or damage to an item of **art and antiques**, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to Covers 2-21 and nor will it apply to claims made for loss or damage to frozen food. If a claim is made for loss or damage under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless extended replacement cover applies. **We** will also pay additional costs incurred under
 - Cover 2 - Alternative accommodation and rent
 - Cover 18 - Removal of debris costs
- any single article, pair, set or collection of **art and antiques** is £25,000
- **jewellery and watches** is £5,000
- loss or damage to marquees and associated equipment is £15,000
- any quad bike, go-kart or off-road motorcycle is £10,000
- any trailer or non-motorized horse-box is £5,000
- any watercraft as defined under **contents** is £7,500
- loss or damage occurring at any commercial storage facility is 25% of the sum(s) insured on **contents, art and antiques**
- any specified item is the respective sum insured shown in the **schedule**.

Section 2 - Jewellery and watches

What you are covered for:

1. The **jewellery and watches** are insured against loss or damage whilst at **your home** or anywhere in the world.

2. **New purchases**

We will pay for loss of or damage to items that are newly purchased provided that **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 25% of the total sum insured under this section.

3. **Defective title**

We will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner. **We** will not pay for claims under this additional cover

- unless the item was purchased by **you** during the **period of insurance**
- unless **you** advise us about the claim during the **period of insurance**
- unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- if the item was inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay is 10% of the total sum insured under this section or £25,000, whichever is the less.

What you are not covered for:

1 the amount of the **excess(es)** stated in the **schedule**

2 loss or damage caused by

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**
- faulty workmanship, defective design or use of defective materials
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- electrical or mechanical breakdown

3 loss of or damage to

- **jewellery and watches** removed for sale, exhibition or display
- **jewellery and watches** whilst in storage
- **jewellery and watches** that are held or used for business or professional purposes

4 loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, washing, dyeing, installation, adjustment or dismantling

5 loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view either in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside

6 when **your home** is **unoccupied**

- loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance
 - theft or attempted theft
 - malicious acts or vandalism

7 when **your home** or any part is let or lent or occupied by tenants or paying guests

- loss or damage caused by theft or attempted theft unless force and violence is used to gain entry or exit.

Section 2 - Jewellery and watches

Important information

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the Consumer Durables Section of the Retail Price Index or suitable alternative index. At each renewal, the premium will be calculated on the adjusted sums insured. The sums insured will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** make to prevent further loss or damage and effect all repair or replacement work without delay.

Basis of claims settlement

The total sum insured on **jewellery and watches** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sum insured is adequate, **we** will at **our** option either pay the cost of repairing or replacing as new or **we** will replace as new. Alternatively, **you** may choose to have settlement in cash.

Agreed values

If an item specified under this section is totally destroyed or irrecoverably lost or declared a constructive total loss by **us**, **you** will have the option either to replace it or to receive a cash payment equivalent to the sum insured stated against the item in the **schedule**.

Extended replacement

If, at the time of loss or damage, the market value of a specified item has increased beyond the sum insured stated herein, **we** will pay up to 125% of that sum insured provided **you** can submit a professional valuation of the item to **us** which is no more than three years old. This is subject to the sum insured having been maintained by **you** since the date of the valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation.

Partial loss or damage

In the event of partial loss or damage, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to Covers 2 and 3. If a claim is made for loss or damage under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless extended replacement cover applies
- any single article, pair, set or collection of **jewellery and watches** is £10,000
- loss or damage from any unattended motor vehicle is £25,000
- any specified item is the respective sum insured shown in the **schedule**.

Section 3 - Buildings

What you are covered for:

1 The **buildings** are insured against loss or damage.

2 Alternative accommodation and loss of rent

If **your home** is made uninhabitable following loss or damage to the **buildings** covered by this section **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 3 years.

3 Architects' and surveyors' fees and other costs

Following loss or damage to the **buildings** covered by this section **we** will pay reasonable and necessarily incurred

- architects', surveyors', legal and other fees
- removal of debris costs
- additional costs involved in complying with statutory regulations or local authority requirements.

4 Fixtures and fittings temporarily removed

We will pay for loss of or damage to fixtures and fittings, that would normally form part of the **buildings**, whilst **temporarily removed** from **your home** to another building within the **territorial limits** up to 10% of the sum insured on **buildings**.

5 Forced evacuation

If a local authority prohibits **you** from living in **your home** following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 30 days.

6 Mortgagee's interest

Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to **us** and any additional premium required is paid.

7 New fixtures

We will pay for loss of or damage to new fixtures and fittings or building materials owned by **you** and kept within the boundaries of **your home**, whilst awaiting installation or construction, provided **you** inform **us** within 30 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is £20,000.

8 Reinstatement of gardens

The cost of re-landscaping **your** garden including costs incurred to remove and dispose of debris, resulting from loss or damage caused by

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism
- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

The maximum amount **we** will pay is

- 5% of the sum insured on **buildings** up to £25,000 during any one **period of insurance**
- £1,000 for any one tree, plant or shrub.

9 Sale cover

If **you** contract to sell the **buildings** of **your home** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

Section 3 - Buildings

What you are covered for:

10 Trace and access

We will pay the cost (provided that this is incurred with **our** consent) of finding the source of the escape of water, oil or gas from any fixed domestic water or heating installation, oil tank, washing machine, dishwasher or tumble dryer, including subsequent repair to walls, floors or ceilings.

What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**
- 2 loss or damage caused by
 - freezing to permanently installed swimming pools, hot tubs, ornamental ponds, fountains or their filtration systems
 - storm, flood or frost to fences, hedges or gates other than electrically operated gates
 - felling or lopping of trees
 - subsidence or heave (of the site on which **your home** stands) or landslip due to
 - river or coastal erosion
 - bedding down of new **buildings** or settlement of newly made up ground
 - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
 - demolition, structural repairs or structural alterations to the **buildings**
 - inadequate foundations which do not meet building regulations current at the time of construction
 - subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, hot tubs, hard tennis courts and wind turbines unless the main building of **your home** is damaged at the same time and by the same cause
 - settlement or shrinkage
 - faulty workmanship, defective design or use of defective materials
 - rusting, corrosion, rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - electrical or mechanical breakdown
 - malicious acts or vandalism by **domestic employees**
- 3 when **your home** is **unoccupied**
 - loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance
 - theft or attempted theft
 - malicious acts or vandalism
 - accidental damage to fixed glass and sanitary ware
 - freezing to any fixed water or heating installation
- 4 when **your home** or any part is let or lent or occupied by tenants or paying guests
 - loss or damage caused by theft or attempted theft unless force and violence is used to gain entry or exit
- 5 loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, dyeing, installation, adjustment or dismantling
- 6 loss of or damage to **outdoor items**
- 7 loss or damage for which compensation is provided by legislation
- 8 the cost of maintenance and normal redecoration
- 9 reinstatement of gardens following storm, flood or frost

Section 3 - Buildings

What you are not covered for:

10 loss or damage to underground services

- for which **you** are not legally liable
- caused by gradual deterioration or wear and tear

11 costs involved in complying with statutory regulations or local authority requirements where the loss or damage occurs after notice to comply has been served on **you**.

Important information

The sum(s) insured shown in the **schedule** for this section are index linked to the House Rebuilding Cost Index prepared by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and will be adjusted each month in line with the changes in that index or suitable alternative index. At each renewal the premium will be calculated on the adjusted sum(s) insured. The sum(s) insured will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** may make to prevent further loss or damage and effect all repair or replacement work without delay.

Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenditure listed under Cover 3 - Architects' and surveyors' fees and other costs.

We will at **your** option either

- reinstate or replace the damaged **buildings** or any damaged part of the **buildings**
- pay the cost of any necessary repair or replacement work.

Extended replacement

We will if necessary, pay more than the sum(s) insured on **buildings** if, at the time of the loss or damage

- **you** can provide **us** with a professional valuation on the **buildings** or if **we** have undertaken an appraisal by sending a representative to **your home** to inspect the **buildings** and the sum insured has been maintained by **you** since the date of the valuation or appraisal to represent the full rebuilding cost, including adjustments suggested by **us**, any re-evaluations and the annual adjustments for inflation
- **you** advise **us** of any planned additions, alterations or renovations to **your home** to reduce the possibility of being underinsured. **You** must notify **us** at the commencement of any such works being undertaken when this extension of cover shall be suspended until **you** notify **us** when the works have been completed
- **you** reinstate, replace or repair the **buildings** at the same location
- **your** mortgagee or its assignees have not recalled **your** mortgage leaving **you** unable to reinstate, replace or repair the **buildings**
- **you** commence reinstatement, replacement or repair to the damaged **buildings** within 180 days from the date of a partial loss
- **your home** is not a listed building.

Excess

We will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to Covers 2-10. If a claim is made for loss or damage under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**, unless the extended replacement cover applies. **We** will also pay costs incurred under
 - Cover 2 - Alternative accommodation and loss of rent
 - Cover 3 - Architects' and surveyors' fees and other costs.

Section 4 - Liability

What you are covered for:

1 Occupiers', personal and employers' liability

Provided that **your contents** are insured under Section 1 of this policy, **we** will indemnify **you** or **your family** against all amounts which **you** or **your family** become legally liable to pay as damages in respect of accidental

- **bodily injury** to any person
- loss of or accidental damage to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property arising as a result of
 - **your** occupation, not ownership, of the **buildings** or land belonging to the **home** or **your** allotment
 - **your** duties as a Neighbourhood Home Watch coordinator
 - the employment of any **domestic employee** occurring within the **territorial limits** and in the rest of the world during a temporary visit
 - any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit.

2 Property owners' liability

Provided that **your buildings** are insured under Section 3 of this policy, **we** will indemnify **you** or **your family** against all amounts that **you** or **your family** become legally liable to pay in respect of accidental

- **bodily injury** to any person other than **you** or **your family** or any persons employed by **you**
- loss of or accidental damage to material property arising
 - from **your** ownership of the **buildings** or land belonging to **your home**
 - in respect of any **buildings** previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
 - no other policy covers the liability
 - **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

3 Country pursuits

We will indemnify **you** or **your family** against all amounts which **you** or **your family** shall become legally liable to pay in connection with or arising from any part time country pursuits including farming activities, horticultural operations, hunting, shooting, fishing and the provision of stabling and livery which is all incidental at **your home** provided that

- the hours worked by an employee does not exceed 1,500 hours per year
- the total gross annual revenue generated from the raising or caring of animals does not exceed £25,000
- the total gross annual revenue generated from horticultural operations does not exceed £10,000

and **you** are not entitled to indemnity under any other insurance.

Section 4 - Liability

4 Organised events

We will indemnify **you** or **your family** against all amounts which **you** or **your family** shall become legally liable to pay in connection with or arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

5 Acquired land

We will indemnify **you** or **your family** against all amounts which **you** or **your family** shall become legally liable to pay as owner of any land that **you** may acquire within the **territorial limits** during the **period of insurance** provided that

- the land has not been acquired for property development or any business pursuits or activities
- there are no buildings on the land
- **you** inform **us** within 60 days of the acquisition and pay any additional premium required
- **you** are not entitled to indemnity under any other insurance.

6 Quad bikes, go-karts and off-road motorcycles

We will indemnify **you** or **your family** against all amounts which **you** or **your family** shall become legally liable to pay in connection with or arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than

- if a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
- any go-kart or off-road motorcycle that has an engine size of more than 50cc
- if used in circumstances for which a Road Traffic Act Certificate of Insurance is required
- incidents that occur outside the boundaries of **your home**
- whilst used for motor sport or competition or any practise therefor.

7 Hand or wind propelled watercraft

We will indemnify **you** or **your family** against all amounts which **you** or **your family** shall become legally liable to pay in connection with or arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst

- being used for racing or speed testing
- in any slalom event or in white water.

8 Tenant's liability

We will indemnify **you** or any member of **your family** against **your** or their legal liability as tenant for the cost of making good damage to the **buildings** or to the building of any residence occupied by a student member of **your family** temporarily residing away from **your home** attending school, university or college, as a result of any cause covered by Section 1 of this policy up to £1,000,000.

We will not pay for

- the cost of maintenance and normal redecoration
- liability arising whilst the building where the damage occurs is **unoccupied**.

9 Unrecovered damages

We will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within 3 months of the date of the award provided that

- Cover 1 of this section - Occupiers', personal and employers' liability would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**
- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**
- no payment will be made if there is an appeal pending
- the amount payable does not exceed £1,000,000.

Section 4 - Liability

What you are not covered for:

1. any liability for
 - **bodily injury to you or your family**
 - loss of or damage to property owned or occupied by or in the custody or control of **you or your family**
2. liability arising from
 - any incident occurring outside the **period of insurance**
 - **bodily injury** (other than to a **domestic employee**) or loss of or damage to property arising from the ownership, possession or use of
 - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturers recommended service intervals
 - mechanically or electrically propelled vehicles other than
 - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**
 - electric wheelchairs or mobility scooters
 - pedestrian controlled models or toys
 - motorised golf buggies or electric golf trolleys used within the boundaries of **your home** or on a golf course
 - quad bikes, go-karts or off-road motorcycles as provided by Cover 6 of this section
 - trailers or horse-boxes whilst being towed
 - watercraft other than as provided by Cover 7 of this section
 - aircraft, hang-gliders or hovercraft
 - animals other than incidental farming livestock, domestic pets or horses
 - commercial riding schools and establishments
 - horses whilst being used for racing, steeplechasing or playing polo
 - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
 - firearms that are not used for sporting activities
 - the passing on of any infectious disease or virus
 - human immunodeficiency virus (HIV and/or any HIV related illness) including acquired immune deficiency syndrome (AIDS) and/or any mutant derivative or variations however caused
 - any trade, business, profession or employment of **you or your family** other than if directly arising from
 - the use of the **home** as an office for non-manual work
 - country pursuits as provided by Cover 3 of this section
 - gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
 - the accommodation of more than 6 paying guests at any one time
 - any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
 - voluntary work for an organised registered charity, religious or community group
 - any agreement unless liability would have existed without the agreement
 - any **act of terrorism** other than for accidental **bodily injury** to a **domestic employee**
3. the cost of remedying any fault or alleged fault

Section 4 - Liability

Basis of claims settlement

In the event of **your** death or the death of any member of **your family** we will indemnify **you**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

We may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

The maximum amount payable

The amount payable will not exceed

- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
 - a) any **act of terrorism**, or
 - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
- £10,000,000 in respect of all other claims arising from one cause plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

Section 5a - Crisis Management

5a.1 Fatal injury or acquired disability

In the event of injury to **you** or any member of **your family** caused by fire or assault by thieves in **your home**, **we** will pay

- £25,000 if such injury results in **your** death within 3 months of the incident
- £5,000 if such injury results in the death of any member of **your family** within 3 months of the incident
- up to £15,000 for necessary alterations to **your home** if such injury results in permanent physical disability.

5a.2 Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home** or in a residence occupied by a student member of **your family** whilst attending school, university or college, **we** will pay up to

- £500 for professional private counselling fees
- £1,000 for reasonable temporary accommodation for a period of no more than 7 days after the event
- £15,000 to carry out agreed improvements to the security at **your home**
- £15,000 for necessary conveyancing, removal and estate agency fees if, within 90 days of the event, **you** feel compelled to move house and had not already planned to do so.

5a.3 Stalking

What you are covered for:

We will pay for the reasonable costs that **you** or **your family** incur as a result of, or the threat of, stalking, physical injury, harassment or damage to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction up to

- £15,000 for any one occurrence to carry out agreed improvements to the security at **your home**
- £5,000 for any one occurrence for reasonable temporary accommodation
- £7,500 for any one occurrence for the cost of using professional security guards or seeking advice from professional security consultants

and no more than £20,000 in any one **period of insurance**.

What you are not covered for:

- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical damage, harassment or property damage caused by **you** or **your family**.

Section 5a - Crisis Management

5a.4 Kidnap and ransom

What you are covered for:

We will pay up to £25,000 in total for any one occurrence for the following reasonable costs that **you** or a member of **your family** incur as a result of being kidnapped and held against **you** or their will in exchange for a demand for a ransom payment for **you** or their release

- the necessary cost of using professional services such as a negotiator, a public relations consultant or a forensic analyst
- the cost of using professional security guards or seeking advice from professional security consultants
- costs for reasonable temporary accommodation, travel, meals, advertising, telephone and other means of communication
- associated medical and psychiatric expenses incurred by the kidnapped person for a period of 12 months from the date of release
- associated legal fees and expenses
- lost earnings of **you** or a member of **your family** up to a maximum of £5,000.

What you are not covered for:

- any claim made which occurs in any country where the Foreign and Commonwealth Office has advised against travel
- costs incurred due to any kidnap and ransom caused by **you** or **your family** or by a member of **your family** who no longer resides with **you**

5a.5 Car jacking

What you are covered for:

We will pay for the reasonable costs necessarily incurred as a result of a car jacking incident that directly involves **you** or a member of **your family** up to

- £15,000 for associated medical and psychiatric expenses incurred for a period of 12 months from the date of the incident
- £2,500 for any one occurrence for reasonable temporary accommodation, travel and meals
- £5,000 for lost earnings of **you** or a member of **your family**

and no more than £20,000 in any one **period of insurance**.

What you are not covered for:

Any claim made which occurs in a country where the Foreign and Commonwealth Office has advised against travel.

5a.6 Air rage and/or road rage

What you are covered for:

We will pay for the reasonable costs necessarily incurred as a result of an air rage or road rage incident that directly involves **you** or a member of **your family** up to £5,000 for associated medical and psychiatric expenses incurred for a period of 12 months from the date of the incident and no more than £10,000 in any one **period of insurance**.

What you are not covered for:

Any claim made which occurs in a country where the Foreign and Commonwealth Office has advised against travel.

5a.7 Fraudulent use of credit cards, bank or building society books

If **you** suffer financial loss resulting from the fraudulent use of **your credit cards**, bank or building society books anywhere in the world we will pay up to £25,000 provided the loss is reported to the issuing organisation within 24 hours of discovery.

Section 5a - Crisis Management

5a.8 Identity theft

What you are covered for:

We will pay up to £50,000 for all claims arising in any one **period of insurance** for the following costs and expenses incurred in seeking to defend **your** name and to restore **your** credit status after an act of **identity theft** has been committed against **you** or **your family**:

1. costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or **credit reference agencies** that have required that such affidavits be notarised
2. costs for registered mail to Police, **credit reference agencies**, financial institutions or similar credit grantors in relation to **your identity theft**
3. lost wages as a result of time taken off from work to meet with, or talk to, Police, **credit reference agencies** and/or legal counsel or to complete fraud affidavits. We will ask **you** to submit proof from **your** employer that **you** took unpaid days off. **You** must also provide proof that it was necessary to take time away from work
4. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information
5. reasonable legal fees incurred, subject to **our** prior consent, for:
 - (a) defence of lawsuits brought against **you** by merchants or their collection agencies;
 - (b) the removal of any criminal or civil judgements wrongly entered against **you**; and
 - (c) challenging the accuracy or completeness of any information in a consumer credit report
6. charges incurred for long distance telephone calls to retail merchants, Police, financial institutions or similar credit grantors or **credit reference agencies** to report or discuss an actual **identity theft**.

What you are not covered for:

1. losses arising out of any trade, business, profession or employment of **you** or **your family**
2. claims where a Police report has not been filed within 24 hours of discovering the **identity theft** and if **your** bank(s), **credit card** company(ies) and all other relative accounts have not been notified of the **identity theft** within 24 hours of discovering the **identity theft**
3. any **identity theft** claim that occurs within the first 35 days of cover

If you discover your identity has been stolen, please call the Sterling Executive Identity Theft Helpline on 0870 164 8222 for assistance and guidance.

5a.9 yellowtag™

Your yellowtag™ travel wallet is enclosed with this policy.

Important - you will need to activate your free yellowtags by following the instructions contained in the wallet.



This will cover **your** luggage, passports and keys against loss.

yellowtag™ is a unique and innovative retrieval service that without revealing **your** personal details, lets the finder contact **you** anywhere in the world immediately **your** lost property is found.

Each yellowtag™ has its own unique, anonymous email address that is allocated to **you** when **you** activate **your** tag. If **you** lose something the finder simply emails the address shown on the tag. The message is passed on immediately to **your** usual email address and also sent as a text message to **your** mobile phone. If **you** choose, the message will also be sent to a second email address or a designated second mobile number.

If **you** do not have **your** mobile with **you** and **you** are not able to access **your** email, a copy of the message is kept on yellowtag's™ secure website that only **you** can access.

Section 5b - Home Emergency

Definitions

Wherever the following words or expressions appear in this Home Emergency cover they have the meaning given to them below. If there is a conflict between a definition stated below and a definition elsewhere in this policy, the definition stated below will apply.

contractor	a qualified person approved and instructed by the Helpline to undertake emergency work
home emergency	a sudden and unforeseen situation which if not dealt with quickly would render the home unsafe or insecure, or damage or cause further damage to the home or cause risk to you or your family
primary heating system	the principal central heating and hot water systems at your home excluding any form of solar, warm air or unvented heating systems
work	all efforts made by the contractor to rectify, limit or prevent damage in respect of the home emergency covered under this policy
vermin	brown or black rats, house or field mice, wasps and hornets nests

What you are covered for:

The cost of **contractors'** call out and labour charges, parts and materials up to £500 including VAT, in providing assistance in the event of a **home emergency** where one or more of the following has occurred in **your home**

- the plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage
- the electricity supply system has failed or broken down completely
- the permanently installed cooking system has failed or broken down
- external locks, doors or windows have either failed or been damaged as to render the **home** insecure
- **you** have lost the only available key to the **home** and **you** are unable to replace it or gain normal access
- the **primary heating system** has failed or broken down completely
- **vermin** inside **your home**.

The maximum amount payable in any one **period of insurance** is £1,000.

What you are not covered for:

- 1 **work** in excess of £500 including VAT
- 2 any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original
- 3 call-out charges if there is no-one at **your home** when the **contractor** arrives
- 4 costs arising from or in connection with
 - circumstances known to **you** prior to the inception date of **your** policy
 - any system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
 - replacement or adjustment to any decorative or cosmetic part of any equipment
 - lighting of boilers or the correct operation or routine adjustment of time or temperature controls
 - boilers over 15 years old or with an output of over 60kw per hour or 250,000 BTU's
 - garages, outbuildings, cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates
 - wilful act or omission or neglect by **you**
 - claims arising after the **home** has been left **unoccupied**
 - the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks
 - materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty
 - any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **buildings**, faulty workmanship or the use of defective materials, or river or coastal erosion.

Section 5b - Home Emergency

How to make a claim

Before requesting assistance and making a claim, check that the circumstances are covered by this insurance. Telephone the Helpline on **0845 070 2310** and provide details of the problem. All requests for assistance must be made to the Helpline and not to the **contractors** direct otherwise the **work** will not be covered.

Our assistance operator will arrange for one of **our** approved **contractors** to come to **your** assistance as quickly as possible. Remote locations or unforeseen situations such as weather conditions, industrial disputes (official or otherwise), road closures or any other circumstances preventing access to **your home** may affect normal standards of service.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the National Gas 24 hour Emergency Service on **0800 111 999**.

The **contractor** will charge the cost of all **work** covered by this insurance direct to **us**.

Complaints

If you have a complaint under this section, please direct it in the first instance to:

Customer Relations Department
Homeserve Claims Management Ltd
Caxton Road
Preston
PR2 9NX

email: Partnerships.cr@homeserve.com

Phone: 01772 758829

Fax: 01772 758857

Section 5c - Claims Concierge Service

Claims Concierge Service

The cover stated hereunder is arranged by Lorega Limited and underwritten by certain underwriters at Lloyd's under binding authority reference 330451. Both Lorega Ltd and underwriters at Lloyd's are authorised and regulated by the Financial Services Authority.

Definitions

Wherever the following words or expressions appear in this claims concierge service they have the meaning given to them below. If there is a conflict between a definition stated below and a definition elsewhere in this policy, the definition stated below will apply.

award	the amount paid to you in settlement of your claim under sections 1, 2 and 3 of this policy
claim	a claim notified by you to us in respect of an insured event under sections 1, 2 and 3 of this policy
Claims Concierge Service	Claims Concierge Service covers the payment of fees charged for the claims handling services performed by a Claim Consultant
Claim Consultant	the person or organization appointed by Lorega Ltd to handle your claim
we/us/our	certain underwriters at Lloyd's under binding authority reference 330451
Insurer	Sterling Insurance Company Limited
United Kingdom	England, Scotland, Wales and the Isle of Man

The following claims handling services are provided to you in the event of a claim:

- Telephone assistance**
Our Claim Consultant will provide initial telephone assistance to **you**.
- Personal attendance**
Our Claim Consultant will personally visit **you** as soon as practicable after the loss to ascertain the extent of the loss or damage and to liaise with other appointed insurance representatives in all matters concerning the loss
- Preparation of your claim**
Our Claim Consultant will prepare for **you** itemized schedules of valuation of all **buildings, contents, art and antiques, jewellery and watches** either lost, damaged or destroyed for submission to **your Insurer**, having regards to the terms and conditions of sections 1, 2 and 3 of this policy. However, if required by **you**, expert independent valuations or opinions will be obtained at **your** own expense.
- Building damage**
In the event of damage to **your building(s)**, **our Claim Consultant** will arrange as necessary for **you**, the examination of the building by engineers, surveyors, architects, builders or decorators and liaise with them to obtain quotations for the cost of reinstating or repairing **your** building together with quotations for the professional supervision of these works by an engineer, surveyor or architect as necessary. However, any fees, costs or charges made by such persons are not part of the **Claims Concierge Service** and must be paid by **you** should these not be covered under other sections of this policy.
- Alternative accommodation**
Our Claim Consultant will work with **you** to arrange alternative accommodation and will formulate for **you** itemized schedules of valuation of alternative accommodation costs or lost rent for submission to **your Insurer**, having regards to the terms and conditions of sections 1, 2 and 3 of this policy.

Section 5c - Claims Concierge Service

6. **Interim payments**
Our Claim Consultant will make applications to **your Insurer** on **your** behalf for interim payments of the **award(s)** when he considers it advisable having regard to the **claim** and the terms and conditions of section 1, 2 and 3 of this policy.
7. **Final settlement award**
Our Claim Consultant will negotiate on **your** behalf with **your Insurer** for the best practicable final settlement **award** within the limitations of section 1, 2 and 3 of this policy.
8. **Expediting your claim**
Our Claim Consultant will expedite **your claim** with a view to reaching the earliest possible settlement with **your Insurer**.

What you are not covered for:

Any **claim** where the **award** is less than £20,000

Any **claim** where at the time of loss the relevant premiums have not been paid or the policy has lapsed or been cancelled or is unenforceable.

Any **claim** that is not covered by sections 1, 2 and 3 of this policy

Or otherwise, **claims** arising from

- subsidence, landslip or heave
- personal injury
- third party liability
- civil proceedings
- commercial property or business interruption
- motor claims
- aviation
- marine

Any **claims** arising outside the **United Kingdom**

Any **claims** to property not owned by **you**.

The General Conditions on pages 11 and 12 also apply to **Claims Concierge Service** where appropriate and the reference to **“We”** on those pages includes certain underwriters at Lloyd’s under binding authority reference 330451.

The General Exceptions on page 13 also apply to **Claims Concierge Service** where appropriate and the reference to **“We”** on those pages includes certain underwriters at Lloyd’s under binding authority reference 330451.

Section 5c - Claims Concierge Service

Special Conditions applicable

1 It is a pre-condition of the **Claims Concierge Service** liability to provide claims handling services hereunder that:

1.1 **You** should notify **your** insurance broker within 15 days of the occurrence of **your** loss giving rise to **your claim**.

1.2 **You** should refrain from submitting an itemized **claim** with **your Insurer** prior to obtaining either **your** insurance broker's or **our** approval.

2. **Our** Several Liability Notice - Insurance

Our obligations under contracts of insurance to which **we** subscribe are several and not joint and are limited solely to the extent of **our** individual subscriptions. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Several Liability Notice LSW 1001.

3 This Lloyd's Insurance

Effected through LOREGA LTD Claims and Underwriting Services

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Definitions) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Notwithstanding anything to the contrary contained herein this Certificate does not cover loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule



AUTHORISED SIGNATORY

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4. In respect of any **claim** referred by **you** directly to Lorega Ltd, Lorega Ltd acts as agent for underwriters at Lloyd's and not **you**.

Section 5c - Claims Concierge Service

How to make a claim and activate your Claims Concierge Service

In the event of a **claim**, please call **your** insurance broker as detailed in **your** schedule.

Complaints

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise, however, that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. When this happens **we** want to hear about it so that **we** can try to put things right.

When **you** contact **us**

Please give **us your** name and a contact number. Please quote **your** policy and/or **claim** number and the type of policy **you** hold. Please explain clearly and concisely the reason for **your** complaint.

In the event of a complaint, please contact:

The Claims Manager
Lorega Ltd
8th & 9th Floors
36/38 Leadenhall Street
London
EC3A 1AT
Tel: **020 7767 3070**

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can refer the matter to

Complaints Department
Lloyd's
One Lime Street
London
EC3M 7H
Tel: **020 7327 5693**, or Fax: **020 7327 5225**
Email: complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: **0845 080 1800**, or Fax: **020 7964 1001**.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

Referral to the Financial Ombudsman Service does not affect **your** right to take legal action against certain underwriters at Lloyd's under binding authority 330451.

Section 5d - Family Legal Protection

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who are authorised and regulated by the Financial Services Authority.

Definitions

Wherever the following words or expressions appear in this Family Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply:

we, us, our	DAS Legal Expenses Insurance Company Limited
insured person	you , and any member of your family who always lives with you . Anyone claiming under this section must have your agreement to claim
representative	the lawyer, accountant or other suitably qualified person who has been appointed by us to act for an insured person in accordance with the terms of this section
full enquiry	An extensive examination by HM Revenue & Customs which considers all aspects of the insured person's self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the insured person's self-assessment tax return
date of occurrence	The date on which the claim is first made in writing by or against the insured person during the period of insurance in respect of an Insured Incident occurring during or prior to the period of insurance but of which the insured person was not aware at the commencement of the first period of continuing insurance
secondary home	private dwellings and/or private land owned by you and which is used by an insured person for residential purposes only
costs and expenses	<p>a. Legal costs All reasonable and necessary costs chargeable by the representative on a standard basis, or in accordance with the Predictable Costs Scheme, if this is appropriate.</p> <p>b. Accountant's costs All reasonable and necessary costs chargeable by the representative.</p> <p>c. Opponents' costs We will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p> <p>d. Attendance expenses The insured person's net salary or wages for the time that the insured person is off work. We will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for. The amount we will pay is based on the following:</p> <ul style="list-style-type: none">- the time the insured person is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;- if the insured person works full time, the salary or wages for each day equals 1/250th of the insured person's yearly salary or wages;- if the insured person works part time, the salary or wages will be a proportion of the insured person's weekly salary or wages. If the insured person is self employed, we will pay net salary or wages that the insured person draws from the business to cover their own personal cost-of-living expenses.
territorial limit	<p>a. For Insured Incidents 2, Contract Disputes and 3, Bodily Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>b. For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>

Section 5d - Family Legal Protection

What you are covered for:

We agree to provide cover for the **insured person** against the Insured Incidents in this section, as long as:

- a) the premium has been paid; and
- b) the **date of occurrence** of the Insured Incident is during the **period of insurance** and within the **territorial limit**; and
- c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- d) for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all Insured Incidents, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

We will only pay the **legal costs** and **accountant's costs** charged by a **representative** appointed by **us**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Insured Incidents

1 Employment Disputes

1. **We** will negotiate for the **insured person's** legal rights in a dispute relating to their contract of employment or future employment.
2. **We** will represent **you** in defending **your** legal rights in legal proceedings in respect of any dispute with:
 - a) a domestic employee or ex-domestic employee or a trade union acting on behalf of a domestic employee or ex-domestic employee which arises out of, or relates to, a contract of employment with **you**; or
 - b) a domestic employee or ex-domestic employee arising from an alleged breach of their statutory rights under employment legislation.

This cover only applies to domestic employees employed by **you** for the provision of domestic services within **your** principal **home** or **secondary home** in the United Kingdom.

2 Contract Disputes

We will negotiate for:

1. an **insured person's** legal rights in a contractual dispute arising from an agreement or alleged agreement which an **insured person** has entered into for:
 - a) the buying or hiring in of any goods or services; or
 - b) the selling of any goods;
2. **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement which **you** have entered into for the buying or selling of **your** principal **home** and/or **secondary home**;
provided that, in both 1. and 2.
 - i. *the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**;*
and
 - ii. *the amount in dispute is more than £100.*

3 Bodily Injury

We will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **insured person**.

4 Property Protection

We will:

- a) negotiate for the **insured person's** legal rights in a civil action; and/or
- b) arrange mediation;

for a dispute relating to material property (including **your** principal **home** and **secondary home**) which is owned by the **insured person**, or for which the **insured person** is responsible, following:

1. an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
2. a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their **home**, or some right over, or in connection with it); or
3. a trespass.

Section 5d - Family Legal Protection

5 Tax Protection

In the event of a full enquiry into an **insured person's** personal tax affairs, **we** will negotiate for an **insured person**, and represent them in any appeal proceedings.

6 Jury Service and Court Attendance

An **insured person's** absence from work:

- a) to attend any court or tribunal at the request of the **representative**; or
- b) to perform jury service.

7 Legal Defence

1. **We** will defend an **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to:
 - a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - b) civil action being taken against the **insured person** under:
 - i. legislation for unlawful discrimination; or
 - ii. section 13 of the Data Protection Act 1998.
2. **We** will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What you are not covered for:

What is not covered under Insured Incident 1, Employment Disputes:

Costs and expenses for:

1. employers' disciplinary hearings or internal grievance procedures;
2. any claim relating solely to personal injury.
3. any claim arising from, or relating to, any transfer of buildings which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

What is not covered under Insured Incident 2, Contract Disputes:

A claim relating to:

1. a contract regarding an **insured person's** trade, profession, employment or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
3. a contract involving a motor vehicle;
4. the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
5. a dispute arising from any loan, mortgage, pension, investment or borrowing.
6. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

What is not covered under Insured Incident 3, Bodily Injury:

A claim relating to:

1. any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** legal rights, but defending a counter-claim is covered.

What is not covered under Insured Incident 4, Property Protection:

1. A claim relating to:
 - a) a contract entered into by an **insured person**;
 - b) any building or land other than **your** principal **home** or **secondary home**;
 - c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority unless the claim is for accidental physical damage;
 - d) work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e) a motor vehicle owned or used by, or hired or leased to an **insured person**;
 - f) mining subsidence.
2. Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

What is not covered under Insured Incident 5, Tax Protection:

1. The tax affairs of a company, or any claim if the **insured person** is self-employed, a sole-trader, or in business partnership.
2. An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

Section 5d - Family Legal Protection

What you are not covered for:

What is not covered under Insured Incident 7, Legal Defence:

1. Parking or obstruction offences.
2. The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

What is not covered under this section:

1. A claim where the **insured person** has failed to notify **us** of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this section .
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. An Insured Incident intentionally brought about by an **insured person**.
6. A legal action an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against the **insured person**.
8. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
9. A dispute with **us** not otherwise dealt with under Condition 7 of this section.
10. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.

Conditions applicable to this Section

1. An **insured person** must:
 - a) keep to the terms and conditions of this section;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) send everything **we** ask for, in writing;
 - e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2.
 - a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - b) An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - i. **we** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
 - c) In all circumstances except those in 2.b) above, **we** are free to choose a **representative**.
 - d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - e) **We** will have direct contact with the **representative**.
 - f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - g) An **insured person** must give the **representative** any instructions that **we** require.
3.
 - a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **cost and expenses**.
 - c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4.
 - a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
 - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** **we** have paid.

Section 5d - Family Legal Protection

Conditions applicable to this Section

7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help.
8. **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

How to make a claim

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

To make a claim under this section, please phone **us** on **0845 070 1275**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this **policy**, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:
Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Claims can also be e-mailed to NewClaims@das.co.uk

Claims are usually handled by a **representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help

Please do not ask for help from a solicitor, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

Complaints

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on **0117 934 0066** or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England and Wales, number 103274.
DAS has its website at www.das.co.uk

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.
They can also be contacted by telephone on **0845 080 1800**.
Their website is at www.financialombudsman.org.uk

Using this service does not affect **your** right to take legal action.

Section 5e - Road Rescue

Cover under this section is underwritten by Brit Insurance Limited and managed on their behalf by Capita Commercial Services Limited.

Definitions

Wherever the following words or expressions appear in this Road Rescue section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

breakdown	an electrical or mechanical failure or a road traffic accident or damage caused by vandalism or theft which immediately renders the insured vehicle immobilised
Company	Brit Insurance Limited of 55 Bishopsgate, London EC2N 3AS who is authorised and regulated by the Financial Services Authority
insured vehicle	- any motor vehicle when driven by you ; or - any motor vehicle when driven by a member of your family as long as you have paid the additional premium for that member of your family to be covered under Road Rescue
limit of cover	£25,000 being the maximum sum the Company will pay for all claims under this section in any one period of insurance
repairer	the repairer appointed by us to repair the insured vehicle
territorial limits	Great Britain, Northern Ireland, Isle of Man, Channel Islands, Republic of Ireland, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland
trailer	a caravan or trailer which is safely attached with a standard towing hitch to the insured vehicle at the time of the breakdown and which does not exceed 23 feet in length
vehicle recovery operator	the recovery operator appointed by us to assist you
we/us/our	Capita Commercial Services Limited, acting on behalf of the Company to manage Road Rescue

What you are covered for:

A. Breakdown

If the **insured vehicle** suffers a **breakdown** outside a one-mile radius of **your home** within the **territorial limits** and during the **period of insurance**, the **Company** will pay, up to the **limit of cover** the following:

1. if the **insured vehicle** can be satisfactorily repaired within one hour, the cost of calling out a **vehicle recovery operator** and up to one hour's labour charges for a **repairer** to provide assistance at the scene of the **breakdown**; and/or
2. if the **insured vehicle** cannot be satisfactorily repaired within one hour but can be repaired within 24 hours or such other period which in **our** opinion is reasonable, then in addition to the costs referred to under Cover A1 of this section if incurred, the cost of recovering the **insured vehicle** (and **trailer** if applicable) and up to six passengers including the driver to the nearest **repairer** able to repair the **insured vehicle**; or

Section 5e - Road Rescue

What you are covered for:

3. if the **insured vehicle** cannot be satisfactorily repaired within 24 hours or such other period which in **our** opinion is reasonable then, with **our** agreement:

either:

- a. the cost of alternative road or rail travel for up to six passengers including the driver from the scene of the **breakdown** to one destination within the **territorial limits**, and a return journey for one person to collect the **insured vehicle** after repair;

or

- b. the cost of one night's accommodation in the locality of the **breakdown** for up to six passengers including the driver up to a maximum total sum of £500 per **breakdown** (subject to the **limit of cover**);

or

- c. the cost of transporting the **insured vehicle** (and **trailer** where applicable) and up to six passengers including the driver to a destination within the **territorial limits**;

or

- d. the cost of a hire car for a maximum of two 24-hour periods. The first period is to take up to six passengers including the driver to one destination within the **territorial limits** and the second period is for one person to collect the repaired **insured vehicle** if travel to the repaired **insured vehicle** cannot reasonably be achieved by other means,

whichever option in **our** opinion is appropriate.

B. Illness or Injury

If **you** or a member of **your family** started a journey as the only person legally and physically capable of driving the **insured vehicle** and **you** or that member of **your family** cannot complete the journey because of:

1. an illness;
2. an injury; or
3. shock or distress caused by an assault or mugging,

which has occurred during the **period of insurance** and within the **territorial limits**, the **Company** will pay, up to the **limit of cover**:

- the cost of alternative road or rail transport for **you** or the relevant member of **your family** to one destination within the **territorial limits**, and
- the cost of a return journey for one person to collect the **insured vehicle**.

C. Home Service Cover

If the **insured vehicle** suffers a **breakdown** within one mile of **your home** during the **period of insurance** the **Company** will pay, up to the **limit of cover**, either

1. up to one hour's labour charges for a **repairer** to provide roadside assistance if the **insured vehicle** can be satisfactorily repaired within one hour, and/or
2. the cost of recovery by a **vehicle recovery operator** to the nearest garage able to repair the **insured vehicle**.

D. European Motoring Assistance

Covers A and B of this section are available throughout the **territorial limits**. Cover C of this section is available only within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Section 5e - Road Rescue

What you are not covered for:

The **Company** will not pay for:

- any parts, components, or materials;
- food, drinks, telephone calls or other incidental expenses;
- fuel, oil, or insurance for a hire vehicle;
- any costs which are more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim;
- recovery of the **insured vehicle** (and **trailer** where applicable) and passengers if repairs can be carried out at or near the scene of the **breakdown** within a reasonable time;
- overnight accommodation or vehicle hire if repairs can be carried out at or near the scene of the **breakdown** within a reasonable time;
- recovery of the **insured vehicle** (and **trailer** where applicable) to more than one address in respect of any one **breakdown** or other insured event;
- repairs except as provided under Covers A1 and C1 of this section;
- any **breakdown** or insured event occurring outside the **period of insurance**;
- any charges arising from **your** or the relevant member of **your family's** failure to comply with a reasonable request from **us** or **our** agent concerning the assistance being provided to **you** or the relevant member of **your family**; or
- any charges **we** have not approved nor authorised both as to amount and purpose;
- any claim where **you** are or a member of **your family** is responsible for anything which in **our** opinion prejudices the **Company's** position;
- claims totalling more than £25,000 in any **period of insurance**;
- claims directly or indirectly caused by, contributed to by or arising from any **act of terrorism** or piracy;
- claims where the **insured vehicle**:
 - weighs more than 3.5 tonnes;
 - is more than 17 feet long;
 - is more than 6 feet 3 inches wide;
 - is used for hire or reward, as a taxi, self-drive hire or driving instruction vehicle; or
 - is more than 20 years old unless specially agreed;
- the charges of any company or any person other than the **vehicle recovery operator** and/or **repairer** authorised by **us**;
- the cost of vehicle hire or accommodation charges other than those authorised and approved by **us** both as to amount and purpose;
- any claim which is false or fraudulent;
- fines or penalties imposed by courts;
- costs charged by the Police to move the **insured vehicle**;
- ferry charges and tolls;
- claims where **we** have not been notified promptly of the **breakdown** or insured event prior to expenses being incurred and the **Company** has incurred extra expense as a result;
- consequential loss or damage of any kind;
- any charges where having contacted **us you** or the relevant member of **your family** arrange recovery or repair by other means;
- the recovery of a **trailer** which is more than 23 feet in length and/or is not safely attached by a standard towing hitch to the **insured vehicle** in the normal manner at the time of the **breakdown** or other insured event;
- the recovery of a **trailer** where the **insured vehicle** towing the **trailer** has not suffered a **breakdown**.

Section 5e - Road Rescue

What you are not covered for:

The **Company** will not pay any costs of a **breakdown** or other insured event:

- caused by failure to maintain the **insured vehicle** in a roadworthy condition including the maintenance of proper levels of oil, water and fuel;
- where service cannot be effected because the **insured vehicle** (or **trailer** where applicable) does not have a serviceable and legal spare tyre or wheel or where this has caused the **breakdown**;
- where the **insured vehicle** (or **trailer** where applicable) is not accessible or cannot be transported safely and legally and without hindrance using a standard transporter or trailer, including as a result of immersion in mud, sand, snow or water;
- where the **insured vehicle** (or **trailer** where applicable) does not comply with the relevant construction and use regulations or where the **insured vehicle** does not have a valid MoT certificate;
- occurring while the **insured vehicle** is being used for motor racing, rallies, speed or endurance tests or practices for those activities;
- occurring where the **insured vehicle** (or **trailer**) is carrying more people or goods than it is designed to carry or where the **insured vehicle** is towing a greater weight than it is designed to or legally permitted to carry; or
- arising directly out of the driving of the **insured vehicle** (and **trailer** where applicable) on unsuitable terrain.

The General Exceptions on page 13 also apply to Road Rescue and the reference to "**We**" on that page includes Brit Insurance Limited.

Special Conditions applying to Road Rescue (in addition to the General Conditions on pages 11 and 12)

1. **You** must:
 - properly license, insure, service and maintain the **insured vehicle** in a safe and roadworthy condition;
 - take all reasonable steps to have permanent repairs effected to the **insured vehicle** following a **breakdown**;
 - co-operate with **us** at all times and provide all information requested;
 - if **you** have a right of action against a third party, co-operate with **us** to recover any charges paid by the **Company**.
2. If **you** or a member of **your family** makes a claim under Cover B of this section **we** may ask for a medical report and/ or a Police report which must be provided at **your** own expense.
3. If **you** fail to comply with these special conditions, the **Company** may refuse to pay any charges for claims arising as a result of that failure.
4. **You** or the **Company** can cancel **your** Road Rescue cover by giving 14 days' notice in writing to the other. If the **Company** cancels, **you** may be entitled to a pro rata refund of the premium for the cancelled **period of insurance** so long as a claim has not been made.
5. **We** may send notices and letters on behalf of the **Company** to the address set out in the schedule. **Our** address is set out below and **we** may accept notices and letters on behalf of the **Company** at that address.

Section 5e - Road Rescue

How to make a claim

Telephone **us** free from the United Kingdom on **0800 454752** or from Europe on **+44 (0) 1206 771771**. **You** will be asked to provide various details, including:

- (i) **your** policy number;
- (ii) the **insured vehicle** registration number; and
- (iii) **your** location.

We will discuss with **you** the assistance **you** require, and arrange for a **vehicle recovery operator** or **repairer** to attend. **You** will only be covered for the costs **we** authorise.

Complaints

It is always **our** intention to provide **you** with a first class standard of service. If however **you** are not satisfied with any part of the service **you** have received, then please address **your** concerns to:

The Complaints Manager
Capita Commercial Services Limited
Gilberd Court
Newcomen Way
The Business Park
Colchester CO4 9WN
Telephone: **08705 234500**

If **we** cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: **0845 080 1800**

This procedure does not affect **your** legal rights.

We would remind you

If the **insured vehicle** does not carry a spare wheel or tyre the **Company** may refuse to pay any charges for claims arising as a result of this.

Any costs **you** are required to pay must be settled direct with the **vehicle recovery operator** or **repairer**. **We** suggest that **you** carry a valid Credit/Debit Card at ALL times.

The **Company** will not pay any costs of **breakdowns** caused by the **insured vehicle** running out of fuel or **breakdowns** or other insured events where the **insured vehicle** is not accessible or cannot be transported safely and legally including as a result of immersion in mud, sand, snow or water.

Section 5f - Pet Insurance

Cover under this section is arranged by Petwise Insurance Services Limited and underwritten by Fortis Insurance Limited. Petwise Insurance Services Limited is a trading name of BDML Connect Ltd. Both BDML Connect Ltd and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority.

Definitions

Wherever the following words or expressions appear in this Pet Insurance section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

accident	sudden and unexpected event which happens during the period of insurance which results in bodily injury or death to your pet
alternative medicine	herbal or homeopathic medicine
complementary medicine	physiotherapy, acupuncture, osteopathy, hydrotherapy and chiropractic treatment
illness	physical disease, sickness, infection or failure which is not caused by an injury
incident	a specifically identifiable accident, injury or disease or condition
injury	physical damage or trauma caused by an accident
pet	dog(s) or cat(s) owned by you
vet	qualified veterinary surgeon
territorial limits	United Kingdom, Northern Ireland, Isle of Man, Channel Islands and up to a maximum stay of 30 days during the period of insurance for member countries of the PETS Travel schemes (Non EU countries are excluded)
we/us/our	Fortis Insurance Limited

What you are covered for:

1. Veterinary Fees

We will pay **you** for all reasonable and customary charges made for treatment carried out by a **vet**. Cover is provided for an **accident, illness** or disease occurring to **your pet** subject to the indemnity limit of £2,500 and subject to written notice of such **accident, illness** or disease having been given to Petwise within 60 days of the occurrence.. The limit of cover and **excess** are on a per **incident** basis.

Cover is continuous for each separate **incident** up to the £2,500 limit of the policy , subject to cover still being in force and relevant premiums having been paid.

We also cover fees for **alternative medicine** and a limited number of **complementary medicine** sessions which the **vet** may recommend and as approved by **us**. (Subject to approval by **us we** will authorise a limited number of hydrotherapy sessions subject to these being administered by a member of the Canine Hydrotherapy Association).

2. Death from Illness

We will indemnify **you** for up to the purchase price, or up to a maximum of £500 whichever is the lesser in the event **your pet** dies from **illness** or disease or in the event of humane destruction, if certified by a **vet** as necessary to alleviate incurable and inhumane suffering of the **pet**, due to **illness** or disease.

If no purchase receipt can be produced **we** will pay the replacement cost of a similar **pet** up to a maximum of £500.

3. Death from Accident

We will indemnify **you** for up to the purchase price, or up to a maximum of £500 whichever is the lesser in the event **your pet** dies from **accident** or in the event of humane destruction, if certified by a **vet** as necessary to alleviate incurable and inhumane suffering of the **pet**, due to **accident**.

If no purchase receipt can be produced **we** will pay the replacement cost of a similar **pet** up to a maximum of £500.

Section 5f - Pet Insurance

4. Advertising and Reward

If **your pet** is lost or stolen **we** will reimburse **you** for advertising in a local newspaper and for a suitable reward to be offered for recovery of the animal (previously agreed with **us**) up to a maximum of £500.

5. Theft and Straying

We will indemnify **you** for up to the purchase price or a maximum of £500 whichever is the lesser in respect of permanent loss due to **your pet** being lost or stolen and after no recovery has been made after 60 days despite reasonable endeavours including advertising and reward.

If no purchase receipt can be produced **we** will pay the replacement cost of a similar **pet** up to a maximum of £500.

What you are not covered for:

the first £50 of each and every claim for veterinary fees (the **excess**)

any treatment exceeding the £2500 limit per **incident** or where relevant premiums have not been paid or the policy has lapsed or been cancelled.

veterinary fees in connection with

- any commercial breeders or rescue centres
- any pre-existing conditions or **illness** unless previously agreed by **us**
- dogs that are 9 or more years old and cats that are 11 or more years old
- any **illness** or condition arising prior to or within the first 10 days of the inception date of the insurance
- organ transplantation
- preventative and elective treatments, routine examinations and treatment including but not limited to routine spaying or castration, whelping or kitting or to any treatment in connection with pregnancy or parturition
- behavioural problems and training unless caused as a direct result of an insured **incident** occurring during the **period of insurance**
- non essential hospitalisation and or house calls unless the **vet** directs that to move the animal would seriously endanger its health
- prescription foods, other than for a 4 week period for a specific **accident** or **illness** occurring during the **period of insurance**
- teeth except as directed by a **vet** to alleviate pain and suffering
- any form of special diet, housing or bedding needed for the treatment or general well-being of any animal
- any hereditary condition (passed on from a previous generation) or congenital condition (existing at birth), or hip dysplasia, hip-related conditions or cryptorchidism (retained testicle(s))
- any claim as a result of a notifiable disease e.g. rabies
- any charges in respect of euthanasia except in the case of humane destruction to alleviate incurable and inhumane suffering
- any charges in respect of disposal, cremation or burial of **your pet**
- post mortem charges
- spaying for mammary tumours and false pregnancy
- routine removal of dew claws
- charges made by the **vet** for the completion of the claim form or any other charges made for any information required to access the claim.

Section 5f - Pet Insurance

What you are not covered for:

any claims arising outside the **territorial limits**

any claims to a **pet** not owned by **you**

any claim resultant of intentional slaughter, irrespective of any order by Government, Local Authority or any person having jurisdiction in the matter, except in the case of humane destruction to alleviate incurable and inhumane suffering

any **pet** which should be registered under the Dangerous Dogs Act 1991

malicious or wilful **injury** or gross negligence to the insured **pet** caused by **you** or **your family**, **your** agents or employees

any claims where medication has not been recommended by a **vet**

the recurrence or continuation of **illness**, disease or any condition from which the **pet** previously suffered arising prior to or within 10 days of inception of this insurance

the use of any **pet** for guard security (other than domestic security) or racing

any liability where **you** are entitled to indemnity under any other insurance

any loss arising directly or indirectly out of infringement of UK animal health and importation legislation

any **pet** sold nor where any financial interest whatsoever is parted with by **you**, whether temporarily or permanently

any claims when, at the time of the claim, **you** own more than 3 dogs/cats unless **you** have made prior arrangements by nominating 3 specific **pets** by name and breed that are to be covered by this policy or paid the appropriate additional premium for all **your pets** to be insured.

The General Exceptions on page 13 also apply to Pet Insurance and the reference to "**We**" on that page includes Fortis Insurance Limited.

Special Conditions applicable to this Section

- 1 The **pet(s)** insured must be warranted by **you** to be free from any **injury**, **illness** or physical disability whatsoever at the inception date of this insurance (except as declared by **you** and accepted by **us**). It is further warranted that the **pet** insured has received at the appropriate time initial and booster vaccinations against distemper, hepatitis, leptospirosis and parvovirus in the case of dogs, against feline infectious enteritis and feline influenza in the case of cats, or as advised by **your vet**.
- 2 **You** will agree that **your** current or previous **vet** may release information or records regarding any **pet** insured to **us**.
- 3 It is warranted that **you** are the owner of the insured **pet**.
- 4 If **you** make any claim knowing this to be false or fraudulent or if **you** fail to observe and fulfil the terms and conditions of this insurance, then all cover under this section will become void.
- 5 Following a claim, **we** shall be entitled to take over and exercise any rights in **your** name against any other party for its own benefit and at its own expense to recover any payment it has made under this insurance.
- 6 Cover under this section will terminate immediately in the event of this policy being cancelled or lapsed. **We** will continue to settle any outstanding claims at the time of cancellation or lapse of the policy in accordance with the terms and conditions.
- 7 In the event of any disagreement between **your vet** and **our vet**, an independent **vet** mutually agreed upon by both sides will be appointed and act as arbiter and whose decision will be binding on both sides.
- 8 **Your pet(s)** must not previously have displayed aggressive or vicious tendencies.

Section 5f - Pet Insurance

Basis of claims settlement

We will indemnify **you** in respect of a specifically identifiable **injury**, disease or condition. In the case of chronic conditions, all claims relating to that condition falling within the terms and conditions of this policy shall be classed as the same **incident**.

How to make a claim

Veterinary Fees

Upon commencement of treatment, **you** should telephone **us** and report the possible claim. **We** will then send **you** a claim form for completion by **your vet** with supporting receipts, once this treatment has been completed. Settlement can be made directly to the **vet** after deduction of the **excess**, such payment discharging **us** from all further liability connected with such claim. **We** have the right to request further information either directly from the **vet** or from **you** to confirm the validity of the claim at **your** expense.

Death from Accident and Illness

You must obtain a veterinary certificate at **your** own expense stating the date and cause of death. In the event that the **pet** is humanely destroyed (euthanised) **you** must obtain a veterinary certificate stating that this was necessary for humane reasons to terminate incurable suffering.

Advertising and Reward

In the event of the insured **pet** being lost, **you** should telephone **us** immediately and secure **our** prior approval to any expenditure.

Theft and Straying

The loss of dogs should be reported to the Police within 24 hours of disappearance. For dogs and cats **you** should telephone **us** and report the possible loss within 24 hours of disappearance. A claim form should then be completed if there is no recovery of **your pet** after 60 days.

In the event of any possible claim under this section, you must notify us as soon as possible and in writing not later than 60 days after any possible incident likely to result in a claim.

Telephone Claim Helpline: **0845 070 1272**.

Complaints

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise, however, that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. When this happens **we** want to hear about it so that **we** can try to put things right.

When **you** contact **us**

Please give **us your** name and a contact number. Please quote **your** policy and/or claim number and the type of policy **you** hold. Please explain clearly and concisely the reason for **your** complaint.

Step One – Initiating your complaint:

For claims related complaints please contact:

The Claims Manager
Petwise
The 5th Floor
The Connect Centre
Kingston Crescent
Portsmouth
Hants
PO2 8QL
Tel: **0845 070 1272**

For all other complaints please contact:

The Customer Services Manager
Sterling Insurance Company Limited
50 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4JX
Tel: **0845 271 1300**
email: info@sterlinginsurancegroup.com

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

Section 5f - Pet Insurance

Step Two – Contacting Fortis Head Office

If **your** complaint is one of the few that cannot be resolved by this stage write to the Customer Service Adviser who will arrange for an investigation on behalf of the Chief Executive.

Customer Service Adviser
Fortis Insurance Limited
Fortis House
Tollgate
Eastleigh
Hants
SO53 3YA

Step Three – Beyond Fortis

If **we** have given **our** final response and **you** are still dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: **0845 080 1800**, or Fax: **020 7964 1001**.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

Referral to the Financial Ombudsman Service does not affect **your** right to take legal action against Fortis Insurance.

ENVIRONMENTAL IMPACT

Sterling Insurance takes a close and responsible interest in the environmental impact of its operations. Due to the nature of our business, Sterling does not have a major impact on the environment. We none the less recognise the value of taking a proactive approach to environmental management. Key measurements of environmental impacts focus on the areas of recycling and energy conservation.

RECYCLING

In our recent refurbishment of new offices in West Malling, Kent, we have endeavoured to recycle existing materials wherever possible.

We have now developed more effective waste management policies and have effective recycling policies for glass, paper, cardboard and print cartridges across our three sites.

ENERGY

Our computers, printers and photocopiers all operate on power save and only bio-degradable detergents are used throughout the cleaning of our buildings. Our email messages contain a “green” message encouraging recipients to think about the environment prior to print. We aim to run our premises at the optimum temperature (typically 20 degrees) to conserve energy and hand dryers are encouraged instead of paper towels to ensure that we minimise paper wastage.

Taking a responsible approach to social and environmental issues remains crucial to our business performance and its future success. Sterling as a business will continue to behave ethically and contribute to the environment while improving the quality of life of the workforce and their families as well as of the local community and society at large.

Sterling Insurance Company Limited

Sterling Insurance Company Limited is a private company limited by shares incorporated in England under registered number 498605. It underwrites general insurance business.

Its head and registered office is at

Ambassador House, Paradise Road, Richmond Upon Thames, Surrey TW9 1SQ.

It is authorised and regulated by the Financial Services Authority.

It appears on the Financial Services Authority register under number 202012.