

# Art & Private Client insurance policy

POLICY DOCUMENT



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## **Sections of the policy**

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**Please read this policy carefully to ensure it meets your requirements**

# Introduction

## **Thank you for choosing Ecclesiastical**

Please read this insurance document very carefully, together with any endorsements and the schedule, as this is a contract between you and us and explains the covers and conditions of your policy in detail. If anything is incorrect please contact us or your broker immediately.

We agree to provide the insurance described in this policy in return for the premium you have paid us.

The policy will be governed by English law unless you live in Scotland in which case the law of Scotland will apply (except the Legal expenses section which is subject to the law of that part of the United Kingdom, Channel Islands or Isle of Man where you normally live). In the case of a dispute as to which law applies, it will be English law.

## **How we will use your data**

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy.

## **Fraud prevention**

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. For further information please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy).

## **Third party providers**

Ecclesiastical provides certain specialist cover under this insurance contract via third parties whom we have selected as suitable providers. Where this is the case we have given details of the provider under the specific cover within this contract.

# Claims service and contact numbers

## (not forming part of the policy)

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims. And we'll always consult you before making any admission of liability.

## Claims promise

Our claims promise

- We're here to help when you need to make a new claim – 24 hours a day, 7 days a week
- You can claim by telephone, by email or online
- For new property claims we will respond quickly and within a maximum of one working day
- New personal injury claims will be reviewed and a considered response provided to you within a maximum of 3 working days
- We will give you the name and direct contact details of the specialist who is handling your claim, so you always know who to talk to for help, advice and support
- We will keep it as simple as possible, guiding and assisting you through your claim
- We have carefully chosen our suppliers, working with proven specialists to provide you with the support you need in resolving your claim
- We will pay your claim within one working day of agreeing the settlement amount
- We will defend claims made against you for personal injury robustly, where we have the evidence to do so

We will look for cover and will not hide behind the small print, paying you exactly what you are entitled to, quickly and without fuss

# Making your claim

## For all claims other than Home emergency, Legal expenses or Travel

Claims should be made to your broker or us directly using the contact methods listed below. New claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday - Friday.

Call us on

**0345 603 8381** (UK only)

**+44 (0)1452 528 533** (outside UK)

(24 hours a day, seven days a week)

Claim online at

**[www.ecclesiastical.com](http://www.ecclesiastical.com)**

Email

**[claims@ecclesiastical.com](mailto:claims@ecclesiastical.com)**

## Home emergency claims

This cover has been arranged by us through DAS Legal Expenses Insurance Company Limited (DAS). Their full details are shown on page 41 of this policy.

Call the following 24 hours a day, seven days a week:

**0345 601 3151**

## Legal expenses claims

This cover has been arranged by us through DAS Legal Expenses Company Limited (DAS). Full details are provided on page 41 of this policy.

Call the following number, 24 hours a day, seven days a week.

**0345 601 3153** (UK only)

**+ 44 (0)1452 875 925** (outside of UK)

Email

**[newclaims@das.co.uk](mailto:newclaims@das.co.uk)**

## Travel claims

This cover only applies if shown on your policy schedule. The Emergency Assistance and pre-travel advice service has been arranged through our selected specialist provider, whose details are stated on your summary of cover.

If you wish to report a new claim or enquire about an existing claim, please quote the policy number stated in the policy schedule.

### For 24 hour Emergency Assistance and pre-travel advice

Please phone the assistance company on

**+44 (0) 1452 872 794** (available 24 hours a day, seven days a week)

Email

**travelassist@ecclesiastical.com**

### For Personal liability, Baggage and Personal money claims

If your claim relates to your personal liability, baggage and personal money, this cover is provided under Section 2 Contents and Section 4 Liabilities.

Please phone us on

**0345 603 8381** (UK only)

**+44 (0)1452 528 533** (outside UK)

(available 24 hours a day, seven days a week)

### For all other claims

This service is provided by a claims management company on behalf of Ecclesiastical Insurance Office plc.

Please call

**0345 606 1018** (UK only)

**+44 (0)1452 872 701** (Outside of UK)

(available from Monday to Friday 9am to 5pm)

Email

**travelclaims@ecclesiastical.com**

# Helplines

## Emergency Glass Replacement

This service is provided by Glassolutions Installation. A free call to Glassolutions Installation will make sure your broken glass is repaired quickly. We will pay Glassolutions Installation direct, but you pay for any excess.

### Telephone

**0800 474747**

## Legal and advice helplines

We have arranged the helpline services described below for the benefit of all Art and Private Client policyholders. When calling any of the emergency helpline services, please make sure that you can give your policy number. These helplines are provided by DAS Legal Expenses Insurance Company Limited or DAS Law Limited. To help DAS check and improve their service standards, DAS records all calls, except those to the counselling service.

**DAS** will not accept responsibility if the helpline services are unavailable for reasons they cannot control. **You** can contact this UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call **you** back depending on **your** enquiry.

### For all the following helplines (except Counselling):

#### Telephone

**0345 268 9124** (UK only)

**+44 (0)1452 875 925** (outside UK)

#### Eurolaw legal advice

This will give you confidential legal advice on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway, which in many cases will save the need for more action. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding Public and bank holidays.

#### Tax advice

This will give you confidential advice over the phone on personal tax matters. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays.

#### Identity theft

The helpline is open 8am - 8pm, 7 days a week.

If you are a resident in the UK or the Channel Islands, this will provide you with detailed guidance and advice over the phone for any concerns about being or becoming a victim of identity theft.

If your identity is used or stolen while abroad or in the Channel Islands or Isle of Man, the advice available from the Identity Theft Helpline and Support Services may be limited.

**Health and medical information**

This will give you information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists.

Between the hours of 7pm and 9am, it will take a message and one of their Health and Medical Advisors will contact you the next day or at an agreed time.

**Veterinary assistance**

If your pet is ill or injured, this can help find a vet who can offer treatment.

You are responsible for paying any costs for the help provided.

**Childcare help**

This will help you find a range of childcare options in your area if an unforeseen event occurs (such as illness or injury to you) and you need to make alternative childcare arrangements.

You are responsible for paying any costs for the help provided.

**Home help**

This will arrange assistance following an emergency (such as illness or injury to you) when help is needed to run the home. It can help find cleaning staff, au pairs, and housekeepers.

You are responsible for paying any costs for the help provided.

**Counselling****Telephone**

**0345 266 9667** (UK only)

**+44 (0)1452 875 927** (outside UK)

This will provide you with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services. This helpline is open 24 hours a day, seven days a week.



# General information

## Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

## For all complaints other than Legal expenses and Home emergency complaints

**Ecclesiastical Insurance Office plc**  
**Beaufort House**  
**Brunswick Road**  
**Gloucester**  
**GL1 1JZ**

**Tel:**

**0345 777 3322**

**Email:**

**complaints@ecclesiastical.com**

## For Legal expenses or Home emergency complaints

**DAS Legal Expenses Insurance Company Limited**  
**DAS House**  
**Quay Side**  
**Temple Back**  
**Bristol**  
**BS1 6NH**

**Tel:**

**0344 893 9013**

**Email:**

**customerrelations@das.co.uk**

## Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

**Financial Ombudsman Service**  
**Exchange Tower**  
**London**  
**E14 9SR**

**Tel:**

**0800 023 4567**

**Email:**

**[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

**Website:**

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

*This complaints procedure does not affect your right to take legal proceedings.*

### **The Financial Services Compensation Scheme**

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised\* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:  
[www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

Financial Services Compensation Scheme  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London EC3A 7QU.

**Tel:**

**0207 741 4100 or 0800 678 1100**

**Email:**

**[enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)**

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

# General definitions

Each time any of the following words or phrases appear in this document in bold italic type they will take the specific meaning shown below unless more specifically defined under each individual policy section.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

## ***Agreed value***

means the value agreed by ***you*** and ***us*** for the purpose of this policy only.

No representation is made by ***us*** that those values represent the market value or any other basis of value.

## ***Archaeological rescue work***

means any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost.

## ***Archaeological research work***

means any archaeological exercise, other than ***archaeological rescue work***.

## ***Art and antiques***

means anything that could be bought or sold at a reputable auction house including, but not limited to, paintings, works on paper, tapestries, furniture, rugs, antique guns (i.e. those not in active use) sculpture, ceramics, gold, silver and gold and silver-plated items, architectural features, collectibles including wine collections, glass, clocks and barometers, coins, stamps and medals and ***garden statues*** in the grounds of the ***buildings***.

Excluding ***personal valuables***.

## ***Asbestos***

means asbestos, asbestos fibres or any derivatives of asbestos, including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

## ***Buildings***

means the home, including all outbuildings and all permanent fixtures and fittings all within the boundaries of the land belonging to the home.

***We*** do not include use of the ***buildings*** for any business activity other than for home office use, or a ***business*** as defined below.

## ***Business***

means any other business or profession including ***incidental farming***, which ***we*** have noted on the schedule, which is conducted solely from the ***buildings*** and does not include any work undertaken on any offshore platform, rig, service or accommodation vessel or installation or whilst in the course of a journey to or from such location.

## ***Business contents***

means equipment furnishings and supplies not insured elsewhere used to conduct the ***business*** including:

- (a) ***your*** business books (other than electronic business records which are covered under Business interruption paragraph c) on page 32);
- (b) personal effects belonging to ***employees*** and visitors up to £250 per person;
- (c) business stock up to £500 or any higher limit agreed and noted in ***your*** schedule.

Excluding musical instruments and cameras and their related equipment.

## ***Business money***

means ***money*** relating to the ***business***.

**Contents**

means household goods, clothing, personal belongings (items worn, used or carried about the person) all belonging to **you** or for which **you** are legally responsible. The term **contents** does not include the following:

- (a) **money**;
- (b) **motor vehicles** (other than quad bikes whilst stored in **your buildings**) caravans, aircraft, hovercraft and any accessory which is designed to be used with any of these (other than accessories for **motor vehicles** and caravans when they are removed and stored in **your buildings**);
- (c) trailers (other than trailers and non-motorised horseboxes up to 5 metres in length);
- (d) boats (other than rowing boats and dinghies up to 4 metres in length), including their accessories and sailboards;
- (e) any living creatures, trees, shrubs, plants or grass (except as provided for under Other covers 5 of the Buildings section and Other covers 12 of the Contents section);
- (f) landlord's fixtures and fittings;
- (g) property insured separately or property specified separately elsewhere under this policy.

**Data**

means information represented or stored electronically including but not limited to code or series of instructions, operating systems, software, programs and firmware.

**Depreciation**

means the reduction in value of an item caused directly by damage to the item and arrived at with reference to the full insured value of the item as per the basis of settlement and its condition prior to the damage.

**Employee(s)**

means any person employed by **you** under a contract of service and carrying out duties in connection with the **business**.

**Excess**

means the amount **you** must pay towards any claim.

Note: if one incident results in a claim being made under more than one section of this policy, only one excess (the higher amount) will apply.

**Garden statues**

means statues and sculpture normally situated outdoors within the boundaries of the land belonging to the home.

**Geographical limits**

means England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

**Heave**

means upward movement of the ground beneath the **buildings** as a result of the soil expanding.

**Incidental farming**

means farming, including raising or caring for animals (excluding riding establishments and schools), carried out by **you** on a part-time basis at **your** home noted on the schedule, as long as any people **you** employ for this purpose do not work more than 1,000 hours between them during the period of insurance and that the farming is incidental to the use of **your** home.

**Landslip**

means downward movement of sloping ground.

**Market value**

means the price a willing buyer would pay to a willing seller with good title at the place the item was located immediately prior to the loss after a reasonable period for marketing taking into account the state of the market for goods of that type and the size and condition of the goods.

**Marquee(s)**

means hired marquees or tents including gazebos, staging, flooring, chairs, tables, lighting and other ancillary equipment.

**Money**

means money belonging to **you** including current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), National Savings stamps or certificates, premium bonds, trading stamps, stamps for television licence, gas, electricity or other bills, luncheon vouchers, gift tokens, telephone cards, travel tickets and other season tickets.

**Motor vehicle**

means any electrically or mechanically powered vehicle except those listed below.

Motor vehicle does not include:

- (a) a vehicle used only as domestic gardening equipment;
- (b) a vehicle designed for disabled people provided the vehicle is not required to be registered under the Road Traffic Acts;
- (c) golf buggies or carts;
- (d) a toy or model controlled by someone on foot.

**Personal valuables**

means jewellery, watches, gemstones, pearls, items of gold or silver or other precious or semi-precious metal and/or articles comprising them designed to be worn on the person; and furs and guns.

**Reinstatement techniques and materials**

means techniques and materials that will allow the **buildings** to be sympathetically repaired in a similar form to the existing structures using materials which are substantially the same as the original, but may not be of the same period.

**Settlement**

means downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

**Subsidence**

means downward movement of the ground beneath the **buildings** other than by **settlement**.

**Tenant's improvements**

means improvements made to the **buildings** by **you** or for which **you** are legally responsible including fixtures and fittings, and any radio and television aerials, satellite dishes and their fittings and masts that belong to **you**. This applies where **you** do not own or are not responsible for insuring the **buildings**.

**Terrorism**

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

***Unoccupied***

means not lived in by **you** or any person authorised by **you** for more than 90 consecutive days.

***Virus or similar mechanism***

means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms or logic bombs.

***We, our, us***

Ecclesiastical Insurance Office plc.

***You, your***

The people named as insured in the schedule and their family who normally live with them.

# General conditions

## 1 Duty of care

**You** must take all reasonable steps to prevent or reduce loss of, or damage to, property insured by this policy and to maintain the property in a good condition and in a good state of repair.

## 2 Other insurances

At the time of any loss, damage or liability resulting in a claim under this policy, if **you** have any other insurance covering the same loss, damage or liability, **we** will only be responsible for **our** proportion of the claim.

## 3 More than one property

If this policy insures more than one property as shown on **your** schedule, the policy limits and exclusions apply separately to each property in the same way as if each property had been insured by a separate policy.

## 4 Changes to risk

Please tell **us** as soon as possible if there are any changes to the information set out in the most recent "What you've told us" document issued to **you**. This includes any change to the persons to be insured under the policy, the address of the property to be insured and the amounts or limits **your** items are insured for.

**You** must also tell **us** as soon as possible about any of the following:

- (a) Any change to **your** postal address for this policy;
- (b) If any person insured under this policy receives a criminal conviction which results in a custodial sentence;
- (c) Any planned building works (other than those automatically provided for, as explained in General condition 11);
- (d) If there is a change in the use of the **buildings** or change to the **business** conducted from the **buildings**;
- (e) If any of **your buildings** are to be **unoccupied**.

If in doubt, **you** should contact **us** or **your** broker.

If **you** tell **us** about a change affecting **your** policy, **we** will tell **you** whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** do not tell **us** about a change described above, or if the information that **you** provide is not complete and accurate **we** may, depending on the circumstances:

- (i) refuse to pay or reduce the amount **we** pay for the relevant claim;
- (ii) revise the terms and/or premium of **your** policy; or
- (iii) cancel **your** policy in accordance with General condition 6.

## 5 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund of the premium for the period up to the renewal date of the policy, then such charge or refund will only be made by **us** if exceeding £15. **We** do not make an administration charge for processing changes **you** require.

## 6 Cancelling the policy

### (a) Your right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind, **you** have 14 days to write to **us** confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded. **You** may make a claim up to the date **you** advise of **your** decision to cancel the policy.

### (b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give **us** advance notice in writing. As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim then the full annual premium is due.

### (c) Our right to cancel

#### (1) Non-payment of premium

##### a) If **you** do not pay **your** premium by instalments

Unless otherwise agreed with **us** **we** will not provide cover under this policy unless **you** pay the premium by the due date. If **you** do not pay the premium by the due date, **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset.

##### (b) If **you** pay **your** premium by instalments

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested. If the first instalment of premium is not received, the policy is cancelled from the outset.

If **you** pay the first instalment of premium but default on any subsequent instalments, **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing.

If **your** instalment plan is provided by **us**, **we** will send notice of any outstanding instalment to **you** and advise the date when **we** will re-present our payment request to the bank. This will not be less than 14 days from the date on which **our** payment request was originally presented.

**We** will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** broker, bank or building society.

#### (2) Other cancellation rights

In addition to **our** rights under

- (i) non-payment of premium above; and
- (ii) General condition 10 Fraudulent claims; and
- (iii) General condition 13 Sanctions

**we** have the right to cancel **your** policy at any time by giving **you** at least fourteen days' notice in writing, sent by special delivery to **your** last known address, where **we** have a valid reason for doing so. **Our** cancellation letter will set out the reason why **we** are cancelling **your** policy. Valid reasons for cancelling **your** policy may include but are not limited to:



- (a) circumstances which are outside **our** reasonable control, for example:
  - where the law requires that **we** cancel **your** policy
  - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy
- (b) **you** receiving a criminal conviction which results in a custodial sentence.

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments, **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**.

If **you** have made a claim under **your** policy, **we** will not refund any part of **your** premium and **you** will be required to pay **us** any unpaid premium.

## 7 Making a claim

- (i) If any event which may result in a claim under this policy occurs, **you** must tell **us** as soon as is reasonably possible and within seven days in the event of riot.

Other action to take then depends on the type of claim.

### **Accidental loss outside the home, theft, vandalism, or malicious acts**

Tell the police as soon as reasonably possible.

### **Legal liability for injury or damage**

Immediately send **us** any writ, summons, or other legal document.

**You** must not negotiate, admit or deny any claim without **our** written permission.

### **Legal expenses**

Tell DAS Legal Expenses Insurance Company Ltd as soon as possible.

### **Travel**

**You** must place yourself under the care and follow the advice of a qualified medical practitioner in the event of bodily injury or sickness which may be the subject of a claim under this policy.

**You** must give **us** reasonable notice before the interment or cremation or the holding of any inquest, enquiry or proceeding concerning the death or disappearance of an **insured person**.

- (ii) (a) To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property. **We** may also require **your** consent to obtain information about **your** loss from the police or other relevant law enforcement agency.
- (b) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.  
**We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.
- (c) Following notification of **your** claim any property damaged beyond repair must be retained for at least 30 days (or any other period **we** agree) and be made available for **our** inspection.

## 8 Rights and responsibilities

**We** may enter **your** property where loss or damage has occurred to deal with **your** claim, temporarily take for safe keeping any of the property insured and to deal with any salvage. However, **you** must not abandon any property to **us**.

**We** may take over and deal with, in **your** name, the defence or settlement of any claim.

**We** may take proceedings in **your** name, but at **our** expense, to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information **we** may need to make these recoveries.

## 9 Rights of third parties

A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 10 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated, whether ultimately material or not, or if any damage is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- (a) repudiate the claim;
- (b) recover any payments already made by **us** in respect of the claim;
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date. If **we** cancel the policy **we** will notify **you** in writing, by special delivery to **your** last known address.

## 11 Building works

**You** must provide **us** with full details of any conversions, renovations, extensions or other structural work to the **buildings** if the estimated cost exceeds £125,000. Once notified, **we** have the option to change the conditions of this policy.

If **you** fail to notify and provide **us** with full details at least 30 days before the work is due to start, **we** may not pay for any loss caused by or relating to the building works under **your** policy.

## 12 Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If **you** fail in this duty it may have adverse consequences on **your** insurance policy including, in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.

## 13 Sanctions

**We** shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the period of insurance **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

## 14 Assignment

**You** shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent.

**We** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this policy or any section of this policy.

# General exclusions

Whilst we aim to make our policy comprehensive, there are certain things we do not insure. Each section contains exclusions specific to it. The following apply to all sections of the policy.

## This policy does not cover

### 1 Radioactive contamination

**We** will not cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiation from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of any of these;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This does not extend to radioactive isotopes (other than nuclear fuel or nuclear waste) when such isotopes are in the **buildings** and are being prepared, stored or used in the normal course of **your** operations for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

### 2 War risks

**We** will not pay for loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.

### 3 Terrorism

#### Part A

#### Property

Applicable to the Buildings, Contents, Fine art & personal valuables and Home emergency sections of the policy. Regardless of any contributory cause this insurance does not cover any loss, damage or expense directly or indirectly caused by, resulting from or in connection with:

- (a) Contamination or the threat of Contamination
  - (b) any action taken in controlling, preventing or in any way relating to Contamination or the threat of Contamination
- due to any act of **terrorism**.

For the purposes of this exclusion, Contamination means biological, chemical or nuclear pollution, contamination or force.

If **we** allege that by reason of this exclusion any direct or indirect loss, damage or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

## Part B

### Third party liability

Applicable to any section or part of a section insuring legal liability to third parties.

This insurance does not provide an indemnity in respect of any liability to third parties or any liability incurred by **you** for damages, costs or expenses directly or indirectly caused by resulting from or in connection with any act of **terrorism**.

This policy also excludes any such third party liability or any liability incurred by **you** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion any direct or indirect loss, damage or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

## 4 Uninsurable risks

**We** will not cover the following:

- The cost of maintaining buildings or contents
- Damage that happened before cover under this policy started
- Loss or damage caused deliberately by **you** or anyone acting on **your** behalf. This does not apply to theft by domestic staff of any insured property under this policy
- Damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood) frost, rot, fungus, inherent vice, latent defect, insects, vermin or any gradual cause
- Damage caused by faulty workmanship, materials, specification or design
- Damage caused by cleaning, dyeing, repair, or restoration
- Mechanical or electrical breakdown
- Property being confiscated or detained by any government, public or police authority
- Coastal or river erosion
- Damage caused by chewing, scratching, tearing, denting, vomiting or fouling by **your** pets where the total amount of all such claims during the period of insurance exceeds £5,000
- Loss caused by or consisting of **you** not receiving goods or services **you** have paid for.

## 5 Pollution or contamination

**We** will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.

All pollution or contamination, which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.

## 6 Date recognition

(This exclusion does not apply to the Legal expenses or Travel sections where a separate exclusion applies)

**We** will not cover loss or damage to any

- computer or other electrical equipment containing a microchip or integrated circuit or any component part insured by **us** and
- computer records, programs, discs, software or the information contained on them

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

## 7 Indirect loss

**We** will not pay for any indirect losses which result from the incident that caused **you** to claim, except as specifically provided for under this policy.

## 8 Electronic risks

(applicable to any section or part of section insuring damage to property or business interruption).

**We** will not cover loss or damage:

- (a) to **data**, or corruption of **data**, except as specifically provided for elsewhere in this policy;
- (b) caused by or arising from unauthorised access to any computer or computer related equipment or system, or by unauthorised appropriation of **data** or by the unauthorised use, modification or transmission of **data**;
- (c) arising out of any misinterpretation of **data**, the use or misuse of **data** or any operator error in respect of **data**;
- (d) arising from the transmission or impact of any **virus or similar mechanism**;
- (e) arising from interruption of or interference with any electronic means of communication including the performance of any website;
- (f) arising from the failure or inability whether in terms of availability, functionality, performance or otherwise of any computer or computer related equipment to operate at any time as required.

# 1 Buildings

(Your schedule will show if this section applies)

## How we will pay your claim

**We** will pay up to the sum insured shown for **buildings** as detailed in the schedule.

Provided the work is carried out without delay **we** will pay the cost for **you** to either repair or rebuild as new the damaged part of the **buildings** using **reinstatement techniques and materials**. However, if **you** and **we** agree that it is not reasonable to repair the **buildings** using **reinstatement techniques and materials**, **we** will pay **you** an amount which we both agree is fair.

For **tenant's improvements** **we** will decide whether to replace or repair the damaged parts.

If the **buildings** are not in a good state of repair at the time of the loss, **we** will reduce the amount **we** will pay to take into account wear and tear.

Under this section **we** will also pay the following costs:

- (a) architects', surveyors', engineers' and other professionals' reasonable and necessary fees;
- (b) the cost of demolishing the **buildings**, supporting the **buildings**, removing debris and making the site safe;
- (c) the cost of keeping to local authority or other legal conditions made after the damage.

**We** will not pay for the cost of preparing a claim.

### Reinstatement of sum insured

Unless **we** advise otherwise within 30 days of **you** reporting any loss or damage to **us**, **we** agree to reinstate **your** sums insured from the date upon which repair or replacement has been completed. This is provided **you** carry out **our** requirements to prevent further loss or damage.

### Extended Payment

If **you** have had a valuation by **our** surveyor, or by another valuer which **we** have accepted in writing, and **you** have set **your** sums insured accordingly, **we** will pay the full cost of repairing or rebuilding the **buildings** even if this amount is greater than the sum insured shown in **your** policy schedule. This cover will only be provided if **you** tell **us** about any significant refurbishments or extensions **you** have made to the **buildings** since the valuation was conducted and **you** amend the sum insured to account for this.

This will also apply if **you** are waiting for **our** valuation and in the meantime the sum insured has been based upon an alternative valuation which **we** have approved in writing but subject to **our** further valuation. This is provided **you** agree to the sums insured and premium being amended, from the policy start date, in line with **our** valuation once this is available.

**We** have the right not to accept an alternative valuation under the terms of this cover.

### Specific limits

For loss or damage to the following, **we** will not pay more than the limits shown below, unless specifically itemised on the schedule. These limits are part of, and do not increase, the sum insured for **buildings**.

Bridges £50,000 any one claim.

Culverts £100,000 any one claim.

### Index Linking

Each month **we** will adjust the sum insured for **buildings** and **tenants' improvements** in line with the House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.

**We** will not charge **you** for increases made to the sums insured after index linking. However, at the end of each period of insurance, the renewal premium will be based on the adjusted sums insured.

Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

## What is covered

This section of the policy provides insurance against physical loss or physical damage to **your buildings** or **tenant's improvements** during the period of insurance unless stated otherwise in **our** policy or an exclusion applies.

## Other Covers

This section also covers the following

### 1 Temporary accommodation and loss of rent

- (a) If **your** home cannot be lived in following loss or damage insured under this section, **we** will pay for:
- (i) the reasonable cost of temporary accommodation for **you** and **your** domestic staff who live with **you**;
  - (ii) the cost of temporarily storing **your** furniture and for re-housing **your** pets, horses or ponies until **your** home is fit to live in again;
  - (iii) rent including ground rent which **you** still have to pay; or
  - (iv) loss of any rent **you** would have been paid.
- (b) If a local authority prevents **you** from living in **your** home as a result of:
- (i) an emergency evacuation or
  - (ii) a neighbouring property being damaged by any loss or damage insured by this section
- we** will pay the reasonable cost of **your** necessary alternative accommodation.

**We** will pay for the above for up to five years under cover (a) and for up to one year under cover (b).

Subject to an overall maximum payment for Temporary accommodation and loss of rent under all sections of this policy of £1,000,000.

### 2 Archaeological costs

With **our** consent **we** will pay the on-site costs of **archaeological rescue work** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below ground deposits) necessarily and reasonably incurred as a result of damage to the **buildings**.

**We** will not pay for:

- (i) the costs of any **archaeological research work** which may be enabled or facilitated as a result of damage but which is not a necessary part of the process of repair or rebuilding;
- (ii) the costs of analysis of data subsequent to **archaeological rescue work** (except in so far as such costs are a necessary and integral part of the process of repair or rebuilding);
- (iii) the costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise.

The most **we** will pay is £250,000 any one claim.

### 3 Damage to services

Accidental damage to service pipes, cables, sewers and drains serving **your** home for which **you** are responsible. This includes the cost of clearing blockages.

#### 4 Locating a leak

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of gas, oil or water at **your** home and the subsequent repair of damage caused by locating the source.

#### 5 Trees, plants and shrubs

- (a) **We** will pay for damage to **your** trees, plants or shrubs excluding damage caused by storm or flood, weight of snow, frost or animals.

The most **we** will pay is £500 per item and £5,000 in total for all claims in any one period of insurance.

- (b) **We** will pay for the cost of removing trees, branches, telegraph poles, lamp posts or pylons which have fallen in the grounds of **your** home following a storm.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

#### 6 Planning (Listed Buildings and Conservation Areas) Act 1990

**We** will pay the cost of meeting local authority conditions made under the Planning (Listed Buildings and Conservation Areas) Act 1990 and amending legislation (or equivalent legislation in Scotland and Northern Ireland) following damage to the **buildings** should these costs exceed the cover provided within the **buildings** sum insured.

Unless Extended payment applies, the maximum **we** will pay is 20% of the sum insured for **buildings**.

#### 7 Environmental upgrades

If, following insured loss or damage under this section, **you** choose to install a solar, wind or geothermal power generating system as part of the repair, **we** will pay towards the cost of installing this, as long as:

- (i) the heating system at **your** home is physically damaged and such damage is part of the loss or damage **we** have agreed to pay for; and
- (ii) the loss or damage **we** have agreed to pay for is more than £10,000; and
- (iii) at the time of the loss or damage there is no solar, wind or geothermal power generating system installed at **your** home.

The most **we** will pay for all claims in any one period of insurance is 10% of the total cost of the repairs for the relevant loss or damage or £5,000, whichever is the less.

#### 8 Domestic utility expenses

If **we** pay under this section for loss or damage to solar panels or wind turbines, **we** will also pay for:

- (i) the increase in **your** energy expenses if it is necessary for **you** to purchase all of **your** electrical power from a power utility company; and
- (ii) the loss of income which would have been payable to **you** from **your** energy supplier had the loss or damage not occurred.

**We** will only do this providing **you** proceed to repair or replace the solar panels or wind turbines following the loss or damage.

The most **we** will pay is £500 for all claims in any one period of insurance.



## 9 Disability alterations

If during the period of insurance **you** experience an illness or injury which results in a permanent disability, **we** will pay up to £100,000 in any one period of insurance for alterations to **your** home made with **our** consent to enable **you** to live there unassisted.

## 10 Trespassing and fly tipping

**We** will pay for costs and expenses incurred by **you** in removing anything illegally or maliciously deposited at **your** home, but **we** will not pay for pollution or contamination of any property, land, water or air. This cover will not apply if **your** home is **unoccupied**.

The most **we** will pay for all claims is £15,000 in total in any one period of insurance.

## 11 Loss prevention

If **we** agree **your** claim for loss or damage caused by escape of water, fire, flood or storm **we** will also pay towards the cost of improvements intended to mitigate or prevent a future occurrence of the same loss or damage. **We** will only do this if the claim **we** agree to pay for the loss or damage is more than £10,000.

The most **we** will pay for the cost of improvements is £500 any one claim.

## 12 New fixtures and fittings

**We** will increase the sum insured for **buildings** by up to 25% for any new fixtures and fittings being installed at **your** home provided **you** advise **us** within 60 days from the date of delivery and pay the full additional premium from the date delivered.

## 13 Temporary removal of fixtures and fittings

**We** will cover under this section permanent fixtures and fittings whilst they are removed from the **buildings** for up to 60 days for repair, restoration or safekeeping.

**We** will pay up to 10% of the **buildings** sum insured for all claims in any one period of insurance.

## 14 Damage by emergency services

Damage at any part of **your** home including its grounds caused by the emergency services (with the exception of police raids) in circumstances where such damage would not otherwise form part of a valid claim under this section.

This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.

## 15 Selling your home

If **your** home is not insured elsewhere, the person buying **your** home will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

## What is not covered

In addition to the general exclusions on pages 19 to 21, the following extra exclusions apply to this section:

1. Loss or damage caused by storm or flood to gates, hedges or fences and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon. However, **we** will pay for the removal of any tree, branch, telegraph pole, lamp post or pylon if this is necessary to carry out repairs to the main building, garage or outbuilding, if damaged at the same time.
2. Loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank while **your** home is **unoccupied** unless **you** keep **your** home heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
3. Loss or damage caused by **subsidence** or **heave** or **landslip**:
  - (i) to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building of **your** home is damaged at the same time); or
  - (ii) to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time); or
  - (iii) resulting from **settlement**, shrinkage or expansion; or
  - (iv) caused by new structures or newly made-up ground settling or bedding down; or
  - (v) resulting from demolishing, altering or repairing the home; or
  - (vi) where compensation is provided by law.
4. The amount of any **excess** shown in **your** schedule. **We** will waive any **excess** of £500 or less where **your** claim exceeds £10,000.
5. **We** will not make any extra payment for a reduction in the market value following a repair, reinstatement, or replacement paid for under this section.

## 2 Contents

(Your schedule will show if this section applies)

### How we will pay your claim

At **our** option, **we** will either repair the item or pay the cost of replacing the item as new.

#### Reinstatement of sum insured

The most **we** will pay is the sum insured, depending on any specific limit shown in this policy or schedule. Unless **we** advise otherwise within 30 days of **you** reporting the loss or damage to **us**, **we** agree to reinstate **your** sums insured from the date upon which repair or replacement has been completed. This is provided **you** carry out **our** requirements to prevent further loss or damage.

#### Specific limits

For loss or damage to the following types of **contents**, **we** will not pay more than the limits shown below for any one claim. The limits shown are part of the total sum insured for **contents** and do not increase the sum insured of any other item covered elsewhere in this policy.

- **personal valuables** £5,000
- rowing boats and dinghies up to 4 metres in length £5,000
- golf buggies or carts £7,500
- trailers and non-motorised horseboxes £5,000
- **garden statues** (that are not as defined under **buildings** or **art and antiques**) £5,000
- quad bikes £10,000
- digital music, video and photographs £10,000

#### Index Linking

Each month **we** will adjust the sum insured in line with the Consumer Durables Section of the Retail Price Index (prepared by the Government) or an alternative index.

**We** will not charge **you** for increases made to the sums insured after index linking. However, at the end of each period of insurance the renewal premium will be based on the adjusted sums insured.

Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

### What is covered

This section of the policy provides insurance against physical loss or physical damage anywhere in the world to **your contents** owned by **you** or for which **you** are legally responsible during the period of insurance unless stated otherwise in **our** policy, or an exclusion applies.

## Other Covers

This section also covers the following:

### 1 Student contents away from the home

**We** will pay for any loss or damage to **your contents** whilst living away from home and attending university, college, or boarding school or whilst on a work placement as part of **your** course or studies.

The most **we** will pay for any one claim is £15,000.

### 2 Contents in Care Homes

**We** will pay for any loss or damage to **contents** of any member of **your** immediate family whilst they are resident in a care home.

The most **we** will pay for any one claim is £15,000.

### 3 Temporary accommodation and loss of rent

- (a) If **your** home cannot be lived in following loss or damage insured under this section, **we** will pay for:
- (i) the reasonable cost of temporary accommodation for **you** and **your** domestic staff who live with **you**;
  - (ii) the cost of temporarily storing **your** furniture and for re-housing **your** pets, horses or ponies until **your** home is fit to live in again;
  - (iii) rent including ground rent which **you** still have to pay; or
  - (iv) loss of any rent **you** would have been paid.
- (b) If a local authority prevents **you** from living in **your** home as a result of:
- (i) an emergency evacuation; or
  - (ii) a neighbouring property being damaged by any loss or damage insured by this section,
- we** will pay the reasonable cost of **your** necessary alternative accommodation.

**We** will pay for the above for up to five years under cover (a) and for up to one year under cover (b).

Subject to an overall maximum payment for Temporary accommodation and loss of rent under all sections of this policy of £1,000,000.

### 4 Personal effects belonging to guests or domestic staff

**We** will cover the loss or damage during the period of insurance to the personal effects of **your** private guests and domestic staff in the home shown on **your** schedule. This cover excludes loss or damage to their **personal valuables**, credit or debit cards, **money**, or items that are insured elsewhere.

The most **we** will pay for any one claim is £10,000.

## 5 Hired marquees

During the hire period **we** will cover any physical loss or physical damage to a **marquee** which is situated at **your** home and for which **you** have accepted responsibility, provided no other insurance applies.

The most **we** will pay for any one claim is £30,000.

## 6 Locks and keys

If **you** lose the keys to **your** home or to any safe or alarm in **your** home, or the keys are stolen, **we** will pay for reasonable and necessary costs of gaining access to **your** home and repairing or replacing the keys or locks. There is no **excess** for this cover.

## 7 Security upgrade

**We** will pay for the cost of upgrading **your** home's alarm and physical protections following a threat to **you** or a threat made in the course of an aggravated burglary, a criminal assault or a car jacking occurring within the **geographical limits**. The most **we** will pay is £15,000 in total for all claims in any one period of insurance.

## 8 Loss of oil, gas and water

**We** will pay for:

- (a) loss of oil, gas or metered water from the water or heating system after accidental damage to that system;
- (b) theft of oil from any storage tank used for the heating system at **your** home;
- (c) the cost of decontaminating the grounds of **your** home following discharge of oil from a storage tank used for the heating system at **your** home.

The most **we** will pay for each claim under paragraphs (a) and (b) is £25,000.

For paragraph (c) cover is restricted to £5,000.

## 9 Documents and personal data

For damage covered by this section, **we** will pay the necessary costs involved in:

- (a) preparing any personal documents and new title deeds to **your** home if the originals are lost or damaged while the deeds are in **your** home, a bank or a safe deposit;
- (b) retrieving **your** personal **data** from **your** computer.

The most **we** will pay for any one claim under each paragraph (a) or (b) is £15,000.

## 10 Fatal injury benefit

**We** will pay the following benefit if **you** die within three months as a direct result of:

- (a) fire or accident in the home;
- (b) an accident while travelling as a fare-paying passenger in any road or rail vehicle;
- (c) an assault by any person other than a person insured by this policy.

Benefit £50,000 per person (£5,000 for any person under the age of 16).

## 11 Credit cards and money

**We** will insure **you** against loss and theft of **your money** and credit and debit cards anywhere in the world during the period of insurance.

For **money**, the most **we** will pay is £7,500 for any one loss unless the **money** is contained in a locked safe in the **buildings** when the limit is increased to £10,000 any one loss.

For credit and debit cards, cover is provided for any amounts **you** are liable to pay if **your** cards have been used without **your** permission after they have been lost or stolen, provided all the terms under which the cards were issued have been followed.

The most **we** will pay in total for each time **your** cards are lost or stolen is £30,000.

## 12 Trees, plants and shrubs

(a) **We** will pay for damage to **your** trees, plants or shrubs excluding damage caused by storm or flood, weight of snow, frost or animals.

The most **we** will pay is £500 per item and £5,000 in total for all claims in any one period of insurance.

(b) **We** will pay for the cost of removing trees, branches, telegraph poles, lamp posts or pylons which have fallen in the grounds of **your** home following a storm.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

**We** will not make a payment under this section if the Buildings section is in force and **we** have agreed to accept a claim for trees, plants and shrubs under that section.

## 13 Freezer Contents

**We** will pay for the cost of replacing spoiled contents in refrigerators and freezers caused by accidental failure of the unit in which these are contained.

**We** will also pay the cost of hiring a temporary refrigerator or freezer if this is necessary.

## 14 New contents

**We** will allow an increase of up to 25% in the total sum insured for **contents** to cover any items of contents **you** acquire during the period of insurance, until renewal date. **We** will not charge **you** for this increase. However, at the end of each period of insurance **you** must adjust the sums insured to account for any new items and the renewal premium will be based on the adjusted sums insured.

## 15 Loss prevention

If **we** agree **your** claim for loss or damage caused by the escape of water, fire, flood or storm **we** will also pay towards the cost of improvements intended to mitigate or prevent a future occurrence of the same loss or damage. **We** will only do this if the claim **we** agree to pay for the loss or damage is more than £10,000.

The most **we** will pay for the cost of improvements is £500 any one claim.

**We** will not make a payment under this section if the Buildings section is in force and **we** have agreed to accept a claim for loss prevention under that section.

## 16 Home office contents

Cover for **contents** is extended to include office furniture and equipment, stationery and office supplies **you** own or lease while at **your** home, up to £1,500 any one claim. Additional cover for business contents at **your** home or anywhere in the world is available separately under the Business cover part of this policy.

### Business cover

**We** will provide the following cover for a **business** which **you** run from **your** home, this cover applies only and in so far as the **business** noted on **your** schedule.

#### Business contents

Cover for contents is extended to include **business contents** **you** own or lease while at **your** home or anywhere in the world, up to the limit agreed and noted in **your** schedule.

#### Business money

**We** will insure **you** against loss and theft of **your business money** anywhere in the world up to the following amounts:

- (a) loss of **business money** excluding cash, bank or currency notes, limit £100,000;
- (b) loss of cash, bank or currency notes used for **business** purposes while in the **buildings** or in direct transit to a bank or in a bank night safe subject to a limit of £7,500 unless contained in a locked safe in the **buildings** when the limit is increased to £10,000;
- (c) loss of **business money** due to misappropriation, deception or false accounting by **employees** authorised to handle money, discovered within 14 days of its occurrence, up to a limit any one person of £2,000 and in total in any one period of insurance £5,000;
- (d) the replacement or repair of any **business** safe in the **buildings** following loss or damage by theft or attempted theft.

**We** will not pay for:

- i) loss due to items being confiscated or losing value and mistakes in receipts, payments or accounting;
- ii) loss from any unattended vehicle;
- iii) loss arising from fraud or dishonesty other than as provided for under (c) above.

#### Business interruption

Business interruption cover is included as follows:

##### a) Loss of income

If the **business** is interrupted following loss or damage for which **we** have accepted a claim under the Buildings or Contents section, **we** will pay for the amount of income **you** lose in connection with the **business**, solely in consequence of the loss or damage and up to a maximum period of 12 months.

**We** will deduct from the claim any savings **you** make in respect of the expenses of the **business** which stop or are reduced because of the loss or damage.

The most **we** will pay under this paragraph is £25,000 unless stated otherwise in **your** schedule.

##### b) Additional expenditure

**We** will pay for **your** additional costs necessarily and reasonably incurred for the sole purpose of reducing a loss of income as insured under (a), but not exceeding the reduction in income avoided.

The most **we** will pay under this paragraph is £15,000 unless stated otherwise in **your** schedule.

**c) Business data**

If **we** have accepted a claim for loss or damage to computer equipment under the Contents section, **we** will also pay for the necessary costs of reconstituting **your** business records and electronic data, provided this is necessary to continue **your business**.

**We** will not pay for the value to **you** of the lost information.

The most **we** will pay is £15,000 for all claims in total in any one period of insurance.

**d) Prevention of access**

**We** will pay under (a) or (b) above for **your** loss of income or additional expenditure following loss or damage under the Buildings and Contents section, to property in the vicinity of **your** home which hinders or prevents access to **your** home, whether **your** home is damaged or not.

**e) Loss of telephone, electricity, gas or water**

**We** will pay for **your** loss of income or additional expenditure following accidental failure of:

- the telephone system serving **your** home; or
- the electricity, gas or water supplies at the point of connection to **your** home.

**We** will not pay for:

- (i) any such failure of less than 30 minutes; or
- (ii) failure due to the deliberate act of the telephone or supply authorities or as a result of strikes or other industrial action.

The most **we** will pay is £5,000 any one claim.

**f) Book debts**

**We** will pay for outstanding debit balances not established or traced as a result of loss or damage under the Buildings or Contents section, with additional costs necessarily and reasonably incurred for the sole purpose of tracing and establishing outstanding balances (but not exceeding the estimated amount of the debit balances to be traced).

**We** will not pay for losses arising from misfiling, mislaying, erasure, distortion, deliberate falsification of business records or from bad debts.

The most **we** will pay is £10,000 any one claim.

**g) Professional accountants' charges**

**We** will pay for professional accountants' or auditors' charges reasonably incurred for producing and certifying details of any claim under this section as **we** may require.

## What is not covered

In addition to the general exclusions on pages 19 to 21, the following extra exclusions apply to this section.

1. Loss or damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home while **your** home is **unoccupied** unless **you** keep **your** home heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
2. Property insured under the Fine art and personal valuables section.
3. The amount of any **excess** shown in **your** schedule. **We** will waive any **excess** of £500 or less where **your** claim exceeds £10,000.
4. **We** will not make any extra payment for a reduction in the market value following a repair, reinstatement or replacement paid for under this section.



## 3 Fine art and personal valuables

(Your schedule will show if this section applies)

### How we will pay your claim

#### (a) Specific items

For loss or destruction of items which are individually listed in a professional valuation, and **your** sums insured reflect this valuation, **we** will pay the amount shown for those items in the valuation.

#### (b) Unspecified items

For loss or destruction of items which are not individually listed in a professional valuation, **we** will pay the **market value** immediately prior to the loss or destruction or the replacement cost of the items, but in no case exceeding the sum insured for unspecified items.

The most **we** will pay for any one unspecified item, pair or set is:

-£17,500 for **personal valuables**

- £30,000 for **art and antiques**

#### (c) Extended payment

If **you** hold a professional valuation that is less than 3 years old at the time of the claim, and **your** sums insured reflect this valuation, **we** agree to insure any items included in the professional valuation on an extended payment basis. This means that **we** will pay the value of the item at the time of the loss or damage even if it is more than the value shown in the professional valuation.

This includes increases to the value of art following the death of the artist during the period of insurance.

The most **we** will pay is an additional 50% of the value shown for each individual item and in no case will **we** pay more than an additional £100,000 in total for any one claim.

In the event of partial damage to any item **we** will pay the cost of repair plus any resulting depreciation but not exceeding the amount **we** would have paid under (a) (b) or (c) above.

#### (d) Matching items

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the loss in overall value.

#### (e) Salvage

In the event of a total loss claim for any item, once **we** have paid **your** claim **we** may take possession and ownership of the damaged item. **You** must comply with General Condition 7(c) when **you** dispose of any item.

#### (f) Recovered property

If **we** recover any of **your** property after **we** have paid a claim, **we** will contact **you** and **you** can buy it back from **us** within 60 days. **We** will charge:

(a) the amount **we** paid for **your** claim plus interest, loss adjustment and recovery expenses; or

(b) the **market value** of the item at the time **we** recover it;

whichever is less.

## What is covered

**We** will pay for physical loss or physical damage to **art and antiques** and **personal valuables** owned by **you** or for which **you** are legally responsible, happening anywhere in the world and during the period of insurance unless stated otherwise in the policy, or an exclusion applies.

Single items of **art and antiques** worth more than £30,000 and single items of **personal valuables** worth more than £17,500 must be specified individually.

## Other Covers

**This section also covers the following:**

### 1 New acquisitions

For new acquisitions of **art and antiques** and **personal valuables**, **we** will automatically provide cover for loss or damage up to 30% of the total of the sum insured under this section provided **you** advise **us** within 60 days from the date of the purchase and pay the full additional premium from the date acquired.

If **you** do not notify **us** within the timescale allowed, **we** reserve the right not to insure the item(s) concerned.

### 2 Defective title

If another party claims that an item of **art and antiques** is not rightfully **yours** and **you** are required to return the item to its rightful owner or to pay damages because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for the item or the value of the item shown in the most recent valuation **you** hold, whichever is the less.

**We** will only do this if

- (a) the purchase was made after the date **you** first insured **your art and antiques** with **us** under this policy;
- (b) the claim is made against **you** during the period of insurance;
- (c) **you** made reasonable enquiries about the item's provenance before **you** bought it, and purchased it in good faith.

The most **we** will pay in total for all claims during any one period of insurance is £100,000.

### 3 Restoration and repair

If **art and antiques** are insured and are damaged by a professional conservator, restorer or framer **we** will pay the reasonable cost of repair and any **depreciation** directly caused by the damage.

Provided that **our** liability under this extension shall not exceed the sum insured for the individual piece of **art and antiques** being restored.

#### 4 Emergency evacuation

The reasonable cost with **our** agreement of moving **your art and antiques** and **personal valuables** to and from, and keeping them in, secure storage if:

- a) **your** home becomes uninhabitable due to sudden loss of or damage to **your** home; or
- b) a statutory or regulatory body prohibits occupation or use of **your** home;

until either the loss or damage is rectified or the local authority allows **you** to occupy **your** home again.

#### 5 Work in progress

**We** will cover uncompleted works of art and jewellery by an artist commissioned by **you** which are damaged prior to completion, or which cannot be completed due to the artist's death. **We** will pay for the costs **you** have incurred for the materials and supplies for the artist and the contracted costs for labour.

For any one claim **we** will not pay more than the amount of non-recoverable deposits or the full commission price if pre-paid.

The most **we** will pay under this cover for all claims in any one period of insurance is £30,000.

### What is not covered

In addition to the general exclusions on pages 19 to 21, the following extra exclusions apply to this section.

1. Loss or damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home while **your** home is **unoccupied** unless **you** keep **your** home heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
2. The amount of any **excess** shown in **your** schedule. **We** will waive any **excess** of £500 or less where **your** claim exceeds £10,000.
3. Loss of or damage to an item insured under this section while in transit unless it is securely and adequately packed.

## 4 Liabilities

(This section automatically applies)

### How we will pay your claim

**We** will pay up to the limit for any liability as shown below.

### Definitions

The following definitions apply to the Liabilities cover.

#### **Event**

means any one accident or series of accidents arising out of or attributable to one source or original cause.

#### **Legal costs**

means claimant's costs and expenses recoverable from **you** in respect of the claim under this policy. Also, where incurred with **our** prior written agreement:

- the costs of representing **you** at any coroner's inquest or inquiry in respect of any death;
- the costs of representing **you** at court where it is alleged **you** have breached **your** statutory duty;
- any other costs and expenses **we** agree.

### What is covered

#### 1 Property owner's liability

**We** will insure **you** up to the limit of indemnity against **your** legal liability to pay damages as owner of the **buildings** for liability arising from accidental bodily injury including death, disease or illness, or accidental physical damage to material property, happening during the period of insurance and arising from:

- (a) **you** owning the home and its land, or
- (b) any home **you** used to own, which has been sold, but which **you** have liability for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

#### **Limit of indemnity**

£10,000,000 any one **event** (inclusive of **legal costs**) or any alternative limit as shown on **your** schedule.

#### **We will not pay for liability arising from:**

- (i) loss of or damage to property belonging to, held in trust, or controlled by **you**;
- (ii) any profession, business or employment involving **you**;
- (iii) injury (including death, disease or illness) to **you** or any person employed by **you**;
- (iv) **you** owning or using lifts and **motor vehicles**;
- (v) any agreement **you** have made, unless **you** would have been liable even without the agreement;
- (vi) any fines or penalties, or punitive, exemplary, aggravated, multiplied or liquidated damages.

## 2 Tenant's liability

**We** will pay up to £5,000,000 any one **event** (inclusive of all damages, costs and expenses incurred with **our** written consent) against **your** legal liability to pay damages as tenant of **your** home for damage to **your** landlord's property, happening during the period of insurance, if such damage would be covered under the Buildings or Contents section of this policy, if **you** owned the property.

## 3 Occupier's and personal liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** against **your** legal liability to pay damages for accidental death, bodily injury or disease to persons or accidental physical damage to material property, happening anywhere in the world during the period of insurance arising:

- (i) solely from **your** occupation (not as owner) of the **buildings** and its land or any other building, caravan or boat hired or borrowed and used by **you** as temporary holiday accommodation;
- (ii) solely in a personal capacity (not as occupier or owner of any building or land); or
- (iii) as an employer of any domestic staff.

Limit of indemnity - inclusive of legal costs

- (a) In respect of your legal liability as an employer of domestic staff in the course of their employment, £5,000,000 any one **event** which is directly or indirectly caused by, results from or is in connection with **terrorism**
- (b) £10,000,000 any other one event

**We** will not indemnify **you** against **your** legal liability to pay damages for accidental death, bodily injury or disease to persons or accidental physical damage to material property which happens in the United States of America or Canada if **you** have stayed in both or either of these countries for more than 90 days in any one period of insurance.

### **We will not pay for liability arising from:**

- (i) **you** owning (not occupying) any land or building;
- (ii) loss or damage to property belonging to or held in trust by or controlled by **you**, unless **you** have hired or borrowed the property for temporary holiday accommodation;
- (iii) any profession, business or employment involving **you**;
- (iv) injury (including death, disease or illness) to **you**;
- (v) **you** owning or using **motor vehicles**, lifts, caravans (other than caravans hired or borrowed and used by **you** as temporary holiday accommodation) or any craft designed to travel in, on or through water, air or space (other than non-mechanically propelled waterborne craft of less than nine metres in length whilst operated on inland waterways or within three miles of the coast);
- (vi) the transmission of any communicable disease by **you**;
- (vii) any agreement **you** have made unless **you** would have been liable even without the agreement;
- (viii) any dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.1.21);
- (ix) damage to **data**
- (x) any fines or penalties, or punitive, exemplary, aggravated, multiplied, or liquidated damages.

#### 4 Unpaid damages

**We** will pay up to £5,000,000 for damages which a court in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man has awarded to **you** in a personal capacity and which have not been paid within three months of the date of the award.

This cover applies as long as:

- (i) the accident which results in the damages occurs within the period of insurance;
- (ii) the accident did not occur in the course of **your business** or any other profession, business or occupation;
- (iii) there is no appeal outstanding; and
- (iv) **we** would have covered **your** liability if the award had been made against **you** rather than to **you**.

#### 5 Business Liability

**We** will provide the following liability cover for a **business** which **you** run from **your** home. This cover applies only and in so far as the **business** noted on **your** schedule.

##### Employers' liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** against **your** legal liability to pay damages in respect of accidental death, bodily injury or disease to **employees** caused during the period of insurance arising in connection with the **business**.

##### Limit of indemnity - inclusive of legal costs

£5,000,000 any one **event** which is directly or indirectly caused by, results from or is in connection with **terrorism**.  
£10,000,000 any other one **event**.

**We** will not pay for any liability for bodily injury for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

##### Public and products liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** against **your** legal liability to pay damages in respect of accidental death, bodily injury or disease to persons other than **employees**; or accidental damage to property; happening during the period of insurance and in connection with the **business**.

##### Limit of indemnity - inclusive of legal costs

£10,000,000 any one **event**.  
£10,000,000 for all claims arising in any one period of insurance from the sale or supply of products.  
£10,000,000 for all claims arising in any one period of insurance from pollution or contamination as insured by this policy.

**We will not pay for liability arising from:**

- (i) professional or other advice, design, specification or treatment or the failure to provide such advice, design, specification or treatment;
- (ii) loss or damage to property belonging to **you** or held in **your** trust, custody or control but this exclusion shall not apply to **employees'** effects;
- (iii) liability arising from **your** injury, death, disease, or illness;
- (iv) **your** owning or using **motor vehicles** or any craft designed to travel through water, air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than nine metres in length whilst operated on inland waterways or within three miles of the coast;
- (v) any agreement **you** have made unless **you** would have been liable even without the agreement;
- (vi) the transmission of any communicable disease by **you**;
- (vii) damage to **data**;
- (viii) the making good, replacement or reinstatement of any product supplied by **you** giving rise to a claim;
- (ix) the costs of remedying any defect or alleged defect in premises which **you** have disposed of;
- (x) liability arising from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos** or fears of the consequences of exposure to, or inhalation of, **asbestos**;
- (xi) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union;
- (xii) liability arising from the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada;
- (xiii) any liability arising from products sold or supplied on **your** behalf from any premises situated in the United States of America or Canada;
- (xiv) any liability arising from products exported by **you** or on **your** behalf to the United States of America or Canada;
- (xv) the sale or supply of medicines, drugs, syringes, dressings or any other goods of a medical or surgical nature other than proprietary branded products sold or supplied in unopened containers as a service to visitors or patients;
- (xvi) any fines or penalties, or punitive, exemplary, aggravated, multiplied, or liquidated damages.

**Health and safety at work**

**We** will indemnify **you** and also at **your** request any director, partner or **employee** for **legal costs** and expenses incurred with **our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings for a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the **business**.

**We will not pay for liability arising:**

- (i) from fines or penalties of any kind;
- (ii) where indemnity is provided by any other policy;
- (iii) from proceedings consequent upon any deliberate act or omission.

### Indemnity to directors and employees

**We** will at **your** request indemnify any director, partner or **employee** for legal liability arising in connection with the **business** for which **you** would have been entitled to indemnity under the terms of this Business liability cover if the claim for which indemnity is being sought had been made against **you**.

### Additional land (including newly-acquired land)

**We** will insure you up to the limit of indemnity against **your** legal liability to pay damages for accidental death, bodily injury or disease to persons or accidental physical damage to material property, happening anywhere in the **geographical limits** during the period of insurance, arising from **your** ownership of any land which **you** have told **us** about and which **we** have accepted in writing and which does not form part of **your buildings**.

**We** will also insure **you** under the terms of this cover for any new land which **you** take ownership of in the period of insurance provided **you** notify **us** within 60 days of the acquisition and pay the full additional premium from the date acquired.

### Limit of indemnity

£2,000,000 any one **event** (inclusive of **legal costs**) or any alternative limit as shown on **your** schedule.

### **We will not pay for liability arising from:**

- (i) loss of or damage to the land itself or to any other property belonging to, held in trust, or controlled by **you**;
- (ii) injury (including death, disease or illness) to **you** or any person employed by **you**;
- (iii) **you** owning or using **motor vehicles**;
- (iv) any agreement **you** have made, unless **you** would have been liable even without the agreement;
- (v) any fines or penalties, or punitive, exemplary, aggravated, multiplied or liquidated damages;
- (vi) any land acquired for property development or for any business purpose.



## 5 Legal expenses

(This section automatically applies)

### Guidance note

The cover under this section has been arranged by us using a third party provider, DAS Legal Expenses Insurance Company Limited (DAS). Ecclesiastical are responsible for paying any claims under this section but DAS will deal with any claims matters and correspondence on our behalf.

To make a claim under this section please call DAS on the number shown on page 5 of this policy. DAS 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 cannot be dealt with through legal advice and needs to be dealt with as a claim under this section, DAS will give you a claim reference number. At this point DAS will not be able to tell you whether you are covered but they will pass the information you have given them to their claims handling teams and explain what to do next.

Please do not ask for help from a solicitor or accountant before DAS have agreed, if you do, we will not pay the costs involved.

If there is a disagreement about the way DAS handle a claim, please refer to the complaints procedure on page 9 of this policy.

#### **DAS Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited,  
Quay Side,  
Temple Back,  
Bristol,  
BS1 6NH.**

Registered in England and Wales number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Website: [www.das.co.uk](http://www.das.co.uk)

#### **DAS Law Limited Head and Registered Office:**

**DAS Law Limited,  
North Quay,  
Temple Back,  
Bristol  
BS1 6FL**

Registered in England and Wales, number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

## Definitions

The following definitions apply to the Legal expenses cover.

### **Costs and expenses**

- (1) **Legal costs** - all reasonable and necessary costs charged by the **representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.
- (2) **Opponents' costs** - the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with the agreement of **DAS**.
- (3) **Communication costs** in respect of What is covered 9 Identity Theft - costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

### **Countries covered**

- (a) For the insured incidents of Personal injury, Clinical negligence and Contract disputes:  
Worldwide
- (b) For all other insured incidents:  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **DAS**

DAS Legal Expenses Insurance Company Limited.

### **DAS standard terms of appointment**

The terms and conditions (including the amount **we** will pay to a **representative**) that apply to the relevant type of claim which could, depending on the circumstances, include a conditional fee agreement (no-win, no-fee).

### **Date of occurrence**

- (a) For civil cases the date of the event which leads to the claim. If there is more than one event arising at different times or from the same originating cause, then the **date of occurrence** is the date of the first of these events. (This is the date the event happened which may be before the date **you** first became aware of it.)
- (b) For criminal cases – the date when **you** began or are alleged to have begun, to break the criminal law in question.
- (c) For tax protection, the **date of occurrence** is when HM Revenue & Customs first notifies **you** in writing of their intention to make an enquiry.

### **Identity theft**

The theft or unauthorised use of **your** personal identification, which has resulted in the unlawful use of **your** identity.

### **Period of insurance**

The period for which **we** have agreed to cover **you**.

### **Preferred law firm**

A law firm or barristers' chambers **DAS** choose to provide legal services. They are appointed according to the **DAS standard terms of appointment**.

### **Reasonable prospects**

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on their behalf, will assess whether there are **reasonable prospects**.

**Representative**

The **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** appoint to act on **your** behalf.

**Secondary home**

Private dwelling and or private land in the **geographical limits** which is owned by **you**.

**We**

Ecclesiastical Insurance Office plc or DAS Legal Expenses Insurance Company Limited acting on behalf of Ecclesiastical Insurance Office plc.

## What is covered

**We** agree to provide the insurance described in this section provided that:

- (1) **reasonable prospects** exist for the duration of the claim;
- (2) the **date of occurrence** of the insured incident is during the **period of insurance**;
- (3) any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered**; and
- (4) the insured incident happens within the **countries covered**.

**We** will pay a **representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) 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 (£50,000 in respect of What is covered 10 Inheritance Disputes and 12 Defective Title);
- (b) the most **we** will pay in **costs and expenses** if **you** do not use a **preferred law firm** is no more than the amount **we** would have paid to a **preferred law firm** under this scheme;
- (c) in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
- (d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist; and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing the legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

## 1 Employment disputes

**We** will pay **costs and expenses** for **your** legal rights;

- (1) in a dispute relating to **your** employment where **you** are an employee, worker or office holder;
- (2) following a dispute relating to or arising from the contract of employment between **you** and domestic employees, ex-domestic employees or prospective domestic employees
- (3) against domestic employees or ex-domestic employees to recover possession of premises **you** own or are responsible for.

**We** will not pay for any claim relating to the following:

- (i) disciplinary hearings or internal grievance procedures;
- (ii) any claim relating solely to **personal injury**.

## 2 Contract disputes

**We** will pay **costs and expenses** for:

- (1) **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:
  - (a) buying or hiring goods or services;
  - (b) selling goods;
- (2) **your** legal rights in a dispute or misrepresentation arising from an agreement or alleged agreement which **you** have entered into in a personal capacity for the buying or selling of **your** home or **secondary home**.

**We** will not pay for any claim relating to the following:

- (i) a contract regarding **your** profession, business or employment;
- (ii) the settlement payable under an insurance policy;
- (iii) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (iv) a lease of less than eight years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

## 3 Personal injury

**We** will pay **costs and expenses** for **your** legal rights following a specific or sudden accident that causes **your** death or bodily injury.

**We will not pay for any claim relating to the following:**

- (i) any illness or bodily injury, which happens gradually;
- (ii) clinical negligence;
- (iii) defending **your** legal rights other than defending a counter claim.

## 4 Clinical negligence

**We** will pay **costs and expenses** for **your** legal rights following an identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

**We will not pay for any claim relating to the following:**

- (i) the failure or alleged failure to correctly diagnose **your** condition;
- (ii) psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

## 5 Property protection

**We** will pay **costs and expenses** for **your** legal rights in a civil action and/or arrange mediation for a dispute relating to material property **you** own (including **your** principal and **secondary home**) following:

- (1) an event which causes physical damage to such property provided that the amount in dispute is more than £100;
- (2) any legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it) or trespass;

Provided that **you** have established the legal ownership or right to the land that is the subject of the dispute.

**We will not pay for:**

- (1) any claim relating to:
  - (i) a contract entered into by **you**;
  - (ii) any building or land other than **your** principal or **secondary home**;
  - (iii) someone legally taking **your** material property from **you** whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority;

- (iv) work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage;
  - (v) mining subsidence;
  - (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or for which **you** are trying to take possession following at least ten years of occupancy);
  - (vii) the enforcement of a covenant by or against **you** (a covenant is a clause in a contract, such as a deed or transfer, relating to **your** property);
- (2) defending any claim relating to an event that causes physical damage to material property but defending a counter claim is covered.

## 6 Tax protection

**We** will pay **costs and expenses** for a comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

**We will not pay for:**

- (1) any claim if **you** are self-employed, or a sole-trader, or in a business partnership;
- (2) an investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

## 7 Jury service and court attendance

**We** will cover **your** absence from work:

- (a) to attend any court or tribunal at the request of the **representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified in **your** identity theft action plan under insured incident 9 Identity Theft.

**We** will not pay for any claim if **you** are unable to prove **your** loss.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

## 8 Legal Defence

**We** will pay **costs and expenses** to defend **your** legal rights:

- (1) if an event arising from **your** work as an employee leads to
  - (a) **you** being prosecuted in a court of criminal jurisdiction
  - (b) civil action being taken against **you** under:
    - (i) legislation for unlawful discrimination
    - (ii) Section 13 of the Data Protection Act 1998.
- (2) if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We will not pay for any claim relating to:**

- (i) parking or obstruction offences;
- (ii) driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

## 9 Identity Theft

### Identity theft support service

Following a call to the **identity theft** helpline service, **we** will help to restore **your** identity and credit status if **you** have become a victim of **identity theft**. **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.

### Legal costs

Following **your identity theft**:

- (1) **we** will pay **costs and expenses** and **communication costs** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
- (2) **we** will negotiate for **your** legal rights in a dispute with debt collectors or any party pursuing legal action against **you** arising from or relating to **identity theft**;
- (3) **we** will pay loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected;

### Provided that

- (i) **you** notify banks and building societies as soon as possible; and
- (ii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity; and
- (iii) **you** inform **DAS** if **you** have previously suffered **identity theft**.

### We will not pay for:

- (i) fraud committed by **you** or another person who is covered by this policy, under this section;
- (ii) losses arising from **your** business activities.

## 10 Inheritance Disputes

**We** will pay **costs and expenses** up to £50,000 to negotiate for **your** legal rights in a dispute concerning a United Kingdom based asset left to **you**, or which **you** believe **you** are entitled to, pursuant to a will or the intestacy rules relating to an estate.

### We will not pay for a claim relating to the following:

- (1) Any dispute with HMRC;
- (2) Any medical or forensic disbursements incurred;
- (3) A claim where **you** are an executor of a will as part of **your** business activities, trade or employment;
- (4) Any dispute for an item that has no monetary value.

Provided that:

**You** are a beneficiary, executor (other than as described under exclusion (3) above), potential claimant or creditor to the estate.

## 11 Education Admission Appeals

**We** will pay **costs and expenses** to negotiate for **your** legal rights:

- (1) in an appeal against a refusal to admit **your** child to their chosen educational establishment;
- (2) in a dispute arising from the temporary exclusion or permanent expulsion of **your** child from their educational establishment.

## 12 Defective title

**We** will pay **costs and expenses** up to £50,000 to defend **your** legal rights in a dispute arising from **your** ownership of an item of art and antiques where another party claims **you** do not hold good title to it.

Provided that

- (i) **you** have made the purchase of the item within the United Kingdom from a United Kingdom - based seller during the period of insurance; and
- (ii) **you** made reasonable enquiries about the item's provenance before **you** bought it, and **you** purchased it in good faith.

## What is not covered

Any claim relating to the following:

- (i) Any claim where **you** have failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
- (ii) **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- (iii) Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
- (iv) Any legal action **you** take that **DAS** or the **representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **representative**.
- (v) Any claim where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
- (vi) Any claim relating to written or verbal remarks which damage **your** reputation.
- (vii) A dispute with **DAS** or **us** not otherwise dealt with by condition 7 of this section.
- (viii) **Costs and expenses** arising from or relating to a Judicial Review, coroner's inquest or fatal accident inquiry.

## Conditions

- 1 (a) On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer as **your representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **DAS's** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **representative**.
- (c) If **you** choose a law firm as **your representative** who is not a **preferred law firm**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most **we** will pay is no more than the amount **we** would have paid to a **preferred law firm** under this scheme.
- (d) The **representative** must co-operate with **DAS** at all times and must keep **DAS** up-to-date with the progress of the claim.
- 2 (a) **You** must co-operate fully with **DAS** and the **representative**.
- (b) **You** must give the **representative** any instructions that **DAS** ask **you** to.
- 3 (a) **You** must tell **DAS** if anyone offers to settle a claim, **you** must not negotiate or agree to a settlement without the written consent of **DAS**.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.

- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim in **your** name. **You** must allow **DAS** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help they need to do this.
- (d) Where settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
- 4** (a) **You** must instruct the **representative** to have **costs and expenses** taxed, assessed or audited, if **DAS** ask for this.
- (b) **You** must take every step to recover **costs and expenses** and court attendance and jury service 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 **you** with good reason, or if **you** dismiss the **representative** without good reason, the cover **we** provide will end immediately unless **DAS** agree to appoint another **representative**.
- 6** If **you** settle or withdraw a claim without the agreement of **DAS**, or do not give suitable instructions to the **representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.
- 7** If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.
- 8** **DAS** may require **you** to get, at **your** own expense, an opinion from an expert that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
- 9** **You** must
- (a) keep to the terms and conditions of this section
  - (b) take reasonable steps to avoid and prevent claims
  - (c) take reasonable steps to avoid incurring unnecessary costs
  - (d) send everything **DAS** ask for in writing, and
  - (e) report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.
- 10** Anyone claiming under this section must have the agreement of the person(s) named as insured in the schedule to claim.
- 11** This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.



## 6 Trustees' indemnity

(This section automatically applies)

### How we will pay your claim

**We** will pay up to the limits of indemnity for any liability as shown below.

### Definitions

The following definitions apply to the Trustees' indemnity cover.

#### **Charity**

means a legally recognised charity for which **you** are a **trustee**.

#### **Charity money**

means **money** belonging to a **charity**.

#### **Trustee**

means trustee, director, officer or member of the management committee of the **charity**.

#### **Wrongful act**

means any actual or alleged act which is wrongfully committed or attempted by **you** when carrying out **your** duties as a **trustee** of a **charity**.

### What is covered

This section of the policy provides insurance against any amount which:

- (a) **you** become legally liable to pay as damages, costs and expenses as a result of a **wrongful act** which gives rise to a claim made against **you** as a **trustee** of a **charity** and notified to **us** during the period of insurance; The most **we** will pay in total for all claims arising in any one period of insurance is £25,000 (all claims arising from a single **wrongful act** will be deemed to have been made during the period in which the first claim was accepted by **us**);
- (b) **you** become legally liable to pay as damages and costs and expenses as a result of any document (other than computer systems records) relating to **your** work for a **charity** suffering damage during the period of insurance and notified to **us** within 30 days of damage;
- (c) has reasonably been incurred by **you** in replacing or restoring any document (other than computer systems records) relating to **your** work for a **charity** suffering damage during the period of insurance and notified to **us** within 30 days of damage.

The most **we** will pay under (b) and (c) in total is £5,000 in any one period of insurance including costs and expenses.

## Other covers

### Fidelity Cover

**We** will indemnify **you** in respect of loss of:

- (a) **charity money**;
- (b) material property;

belonging to a **charity** and for which **you** are legally responsible occurring during the period of insurance and sustained in consequence of any dishonest, fraudulent, criminal or malicious act committed by a **trustee**, other than **you**, of a **charity** with the intent to obtain improper personal gain for themselves or for any other party.

Cover excludes any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the discovery by **you** of reasonable cause for suspicion of such act or omission in relation to that person.

Cover under this extension is limited to the extent that the said loss is not reasonably recoverable from the **trustee**.

The most **we** will pay is £25,000 in any one period of insurance including costs and expenses.

## What is not covered

In addition to the general exclusions on pages 19 to 21, the following extra exclusions apply to this section:

1. **We** will not pay for liability arising from:
  - (a) bodily injury to any person;
  - (b) an agreement unless liability would have existed without the agreement;
  - (c) counselling, advice or professional services;
  - (d) anything which was done when known to be a **wrongful act** or ignoring that possibility;
  - (e) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
  - (f) failure or omission to effect and maintain adequate insurance;
  - (g) infringement of intellectual property rights.
  - (h) damage to material property other than covered under paragraphs b) and c) and the fidelity cover of this section;
  - (i) any unexplained or inexplicable disappearance or unexplained shortage or shortages;
  - (j) any legal action brought in any court of law outside the **geographical limits**;
  - (k) fines, penalties or punitive, exemplary, aggravated or multiplied damages;
  - (l) any claim for unfair or wrongful dismissal or any other employment dispute;
2. **We** will not pay for liability:
  - (a) resulting from **you** acting in the capacity as **trustee** or administrator of any pension, retirement, or superannuation scheme or programme;
  - (b) covered by any other policy;
  - (c) resulting from **you** committing or condoning a dishonest, fraudulent, criminal or malicious act or omission.

# 7 Travel

(Your schedule will show if this section applies)

## Guidance note

If there are any circumstances that may give rise to a claim under this policy the **Insured person** (or his/her legal or personal representatives) must in respect of any claim, contact us using the appropriate telephone number shown on page 6 of this policy.

If you wish to report a new claim or enquire about an existing claim, please quote the policy number stated in the policy schedule.

Contact us as soon as practicable but in any event within 30 days of such circumstances arising (or within 30 days of returning from the **journey** if such circumstances arise during the **journey**) giving brief details of the circumstances and requesting a claim form.

## Travel Information

### Medical Screening

The Ecclesiastical Medical Screening line is provided by TAMIS.

It is a condition of your policy that you inform us of any of the following or any changes to the following for any person to be insured on this policy:

- Any heart condition any circulatory condition (problems with blood flow, including high blood pressure) or any breathing condition (including asthma)
- Any type of cancer
- Any renal condition
- Any joint or bone condition
- Any gastrointestinal (stomach) condition
- Diabetes
- Any psychiatric or mental condition
- Advised of a terminal prognosis
- Put on a hospital or specialists waiting list for treatment or investigation
- Non-routine consultation with hospital or General Practitioner (GP) within the last 12 months
- Change in medication or new medication being prescribed within the last 3 months
- Awaiting tests or test results
- Any other medical condition you have been diagnosed with, treated for or is being investigated within the last 12 months

Please note that if you wish to be covered for any medical conditions of a relative or close business colleague that you are aware of, then you must make an additional disclosure to TAMIS as per the list above.

Telephone

**0345 604 2940**

TAMIS will handle all enquiries confidentially on our behalf. You will be advised if we can provide cover on existing terms, and if not, the alternatives that apply. See Condition 3 under the Travel section for further details.

TAMIS will provide you with a Medical Referral reference. Please forward a copy of this to your broker and keep a copy with your policy documents in case of a claim.

## Foreign and Commonwealth Office

You must observe travel advice provided by the Foreign and Commonwealth Office (FCO). No cover is provided under this section of the policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel before the journey commences.

If the status of the country you are travelling to changes during the period of insurance, please contact us and we will advise you if we can continue to provide cover, and if not, the alternatives that apply.

Travel advice can be obtained from the FCO by visiting their website at [www.fco.gov.uk](http://www.fco.gov.uk)

## Leisure holiday activities covered

(excluding organised sports trips or tours or engaging in an activity as a professional or where an **Insured Person** receives any financial reward or gain)

Please find listed below the type of leisure holiday activity covered under your policy.

Please refer to the general exclusions for activities that we will not cover under your policy.

- abseiling, angling, aerial safaris, archery which is properly supervised,
- badminton, banana boating, baseball, basketball, beach games, bungee jumping (through a licensed tour operator) bobsleighting, bowls, clay pigeon shooting carried out under supervision,
- cricket, croquet, cross country skiing on recognised paths, curling, cycling (excluding BMX stunt riding), deep sea fishing, fencing, fell running, fell walking, amateur football, gliding, go karting, golf, non-competitive gymnastics,
- hang gliding (tandem with licensed organisation), high diving from a purpose built diving board over a man made pool, hiking on established or documented paths, tracks or mapped routes, hockey, hot air ballooning (with licensed organisation), horse riding if protective headgear is worn (excluding jumping trials, hunting, show jumping and competitive riding) husky sledging as a passenger (with licensed operator),
- ice skating, ice hockey on an indoor ice rink, jet boating, jet skiing, jet boating, marathon running, mountain biking if protective headgear is worn, netball, off piste skiing (in areas considered safe by the ski resort management or local ski school),
- paragliding (tandem with licensed operator), parasailing if towed by boat, parachuting (maximum height for jump 10,000 feet),
- polo, pony trekking if protective headgear is worn, river canoeing, kayaking and rafting in calm water not sea or white water above grade 3,
- rambling, roller blading, rounders, rowing, rugby, safaris provided that the Insured person will not be using a firearm, sail boarding, sailing and yachting on inshore/coastal waters –within 12 miles of coastline,
- scuba diving up to a depth of 30 metres maximum (as long as PADI qualified or equivalent to that depth), sand surfing, sand safaris, skating, ski boarding, skin diving, sledging, snorkelling, snowboarding, snow shoeing, snow skiing, and snow mobiling,
- squash, surfing, swimming,
- table tennis, ten pin bowling, tennis, trekking on established or documented paths, tracks or mapped routes, tug-of-war,
- underground activities as part of an organised excursion or tour, via-ferrata, volleyball, war games, water polo, water skiing (excluding jumping), weightlifting and wind surfing.

## Definitions

The following definitions apply to the Travel cover section

### **Assistance company**

means the assistance company **we** have appointed to handle emergency travel assistance

**+44 (0) 1452 872 794**

### **Claims handler**

means the company **we** have appointed to handle all claims other than personal liability, baggage, personal money and legal expenses

**0345 606 1018** (UK only)

**+44 (0) 1452 872 701** (outside of UK)

### **Close business colleague**

means a person employed by the same company as the **Insured person** and in whose absence from the business it will be essential that the **Insured person** be present in their place.

### **Curtailed, curtailed**

means returning to the **Insured person's** home or place of business in the **United Kingdom** or the Channel Islands prior to the scheduled date of return from the **journey**.

### **Date of issue**

means the date this policy was issued as shown in the policy schedule.

### **Excess**

means the amount **you** must pay towards any claim.

### **Insured person(s)**

means each person stated in the policy schedule as being insured (provided that such person is a resident of the **United Kingdom** or the Channel Islands with an address in the **United Kingdom** or the Channel Islands).

### **Journey(s)**

means any pre-booked trip of up to 90 days duration for **Insured person(s)** aged up to 75 years at **date of issue** for social, domestic, pleasure, educational or commercial business purposes commencing from and returning to the **Insured person's** home or place of business within the **United Kingdom** or the Channel Islands.

Trips to the United States of America or Canada are only covered for up to 90 days in total during the **period of insurance**.

### **Loss of limb(s)**

means total permanent and irrecoverable loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the ankle.

### **Loss of sight**

means total permanent and irrecoverable loss of sight.

**Operative time of cover**

means

1. The cancellation insurance provided under Cover 2 – Cancellation or curtailment is effective from the date of booking a **journey** or the date of commencement of the **period of insurance** (whichever is the later) and ends when during the **period of insurance** the **Insured person** leaves his/her home or place of business (whichever is left last) within the **United Kingdom** or the Channel Islands to commence such **journey** or upon expiry of the **period of insurance** (whichever is the earlier).
2. The **curtailment** insurance provided under Cover 2 – Cancellation or curtailment and the insurance provided under all other applicable Covers of this section commences when during the **period of insurance** the **Insured person** leaves his/her home or place of business (whichever is left last) in the **United Kingdom** or the Channel Islands to commence a **journey** and ends upon:
  - (a) the **Insured person's** direct return to such home or place of business (whichever is reached first) at the end of such **journey**
  - or
  - (b) expiry of the **period of insurance**
 whichever is the earlier.

**Period of insurance**

means the period shown in the policy schedule. This is automatically extended for up to 30 days in the event that completion of the **journey** is delayed due to any circumstances beyond the **Insured person's** control provided that the **Insured person** is not being detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and provided that the **Insured person** makes all reasonable efforts to complete the **journey** as soon as possible after the original scheduled completion date of the **journey**.

**Permanent total disablement**

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of sight** in one or both eyes) from gainful employment of any and every kind which shall have lasted for 52 weeks and which in all probability will last for the remainder of life.

**Relative**

means spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, step-grandchild, brother, sister, step-brother, stepsister, brother-in-law, sister-in-law of the **Insured person** or of the person with whom the **Insured person** is travelling or had arranged to stay.

**United Kingdom**

means England, Scotland, Wales, Northern Ireland and the Isle of Man.

## What is covered

**We** will pay up to the limit for any liability as shown below.

### 1 Medical and other expenses

**We** will pay:

1. up to £10,000,000 in total in respect of:
  - (a) medical, hospital and treatment expenses including the cost of emergency dental treatment for the immediate relief of pain only but limited to £400 in total
  - (b) ambulance charges, cost of rescue services
  - (c) accommodation and/or travelling expenses and/or repatriation expenses to the **United Kingdom** or the

Channel Islands and any similar expenses of one **relative** or friend required on medical advice to stay or travel with the **Insured person** or act as an escort for a child necessarily and reasonably incurred outside the **United Kingdom** or the Channel Islands on medical advice as a direct result of the **Insured person** sustaining accidental bodily injury or suffering the onset of illness during the **operative time of cover**;

(d) reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured person** to his/her home or place of business within the **United Kingdom** or the Channel Islands as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **operative time of cover** of the **Insured person's relative** or **close business colleague**.

2. the reasonable charges in the event of death occurring outside of the **Insured person's** country of residence during the **operative time of cover** of:
  - (a) burial or cremation of the **Insured person** in the locality where death occurs; or
  - (b) transporting the **Insured person's** remains or ashes to his/her country of domicile (excluding funeral or interment costs)
 subject to **our** prior approval.

Provided that:

1. this cover shall apply only in respect of **journeys** outside the **United Kingdom** except in respect of residents of the Channel Islands where this cover will apply within the **United Kingdom**;
2. the amount payable shall not exceed the amounts stated or £10,000,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim;
3. **we** reserve the right to repatriate to the **United Kingdom** or the Channel Islands when in the opinion of **our** medical advisers the **Insured person** is fit to travel;
4. the **assistance company** is notified and has authorised any costs to be incurred:
  - (i) prior to the **Insured person** being admitted as an inpatient to any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **you** must contact the **assistance company** as soon as possible after being admitted;
  - (ii) prior to any repatriation arrangements being made;
  - (iii) in the event of the death of the **Insured person** – prior to burial, cremation or transportation of the **Insured person's** remains to the **United Kingdom** or the Channel Islands.

## Reciprocal Health Agreement

It is strongly recommended that if you are travelling to a country in the European Economic Area (EEA) or Switzerland you obtain a European Health Insurance Card (EHIC) - see [www.gov.uk/european-health-insurance-card](http://www.gov.uk/european-health-insurance-card) or phone 0300 330 1350. This EHIC entitles you to benefit from the reciprocal health agreements which exist between EEA countries.

The United Kingdom has reciprocal health arrangements with certain other countries.

Visit [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) for a list of those countries in which you may be entitled to free treatment or treatment at reduced cost.

## Excess

This insurance does not cover the first £50 per **Insured person** in respect of each separate incident giving rise to a claim except where medical expenses have been reduced by the use of an EHIC or contribution from the **Insured person's** private health insurance in which case provided that liability has been accepted by **us** for such reduced medical expenses the **excess** will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per **Insured person**.

## 2 Cancellation or curtailment

**We** will pay up to £15,000 per **insured person** in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the **Insured person** for the **journey** in respect of travel, accommodation, car hire and pre-booked excursions booked prior to the scheduled date of departure of such **journey** and incurred as a result of the necessary and unavoidable cancellation or **curtailment** of such **journey** during the **operative time of cover** due to:

1. the death, serious injury or serious illness occurring or manifesting itself during the **operative time of cover** of the:
  - (a) **Insured person**; or
  - (b) person with whom the **Insured person** is travelling or had arranged to stay; or
  - (c) **relative** or **close business colleague** of the **Insured person** or of the person with whom the **Insured person** is travelling or had arranged to stay;

No cover will apply under this event in respect of death, injury or illness of any persons not specifically mentioned under 1 (a), (b) or (c),

2. the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the **Insured person** is booked to travel because of strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown;
3. the **Insured person** or person with whom he/she had arranged to travel or stay being summoned for jury service, subpoenaed as a witness at a court of law, involuntarily made redundant from permanent employment and entitled to payment under the current redundancy payments law or compulsorily quarantined during the **operative time of cover**;
4. the **Insured person's** home within the **United Kingdom** or the Channel Islands or the home within the **United Kingdom** or the Channel Islands of any person with whom the **Insured person** is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date;
5. the presence of the **Insured person** or travelling companion being required by the police following burglary at his/her home or normal place of business in the **United Kingdom** or the Channel Islands provided that at the time of effecting this insurance or booking the **journey** the **Insured person** was not aware of any reason why such **journey** may have to be cancelled or **curtailed**.

Provided that

1. For cancellation claims – notification of cancellation of the **journey** must be given:
  - (a) verbally or in writing to the **claims handler**;
  - (b) in writing to the tour operator or travel agent or in respect of **journeys** not arranged via a tour operator or travel agent to the accommodation and transport providers immediately the circumstances giving rise to the claim occur.
2. For **curtailment** claims – notification of **curtailment** of the **journey** must be given to the **assistance company** prior to departing to return home.



### 3 Travel delay

If as a result of

1. strike,
2. industrial action,
3. riot or civil commotion,
4. adverse weather conditions or
5. mechanical breakdown

the departure of any coach, train, sea vessel or aircraft in which the **Insured person** is booked to travel during the **operative time of cover** is delayed, **we** will pay the **Insured person**:

- £50 per for the first 4 hours delay in any single leg of the **journey**;
- £100 for between 12 and 24 hours delay;
- £200 in excess of 24 hours delay.

Provided that the **Insured person** checks in at the international coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtains written confirmation from the carriers (or their handling agents) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the **Insured person** was booked to travel and the reason for such delay.

### 4 Missed departure

**We** will pay the **insured person** up to £1,000 in respect of reasonable additional and otherwise irrecoverable travel and accommodation expenses which the **Insured person** necessarily and reasonably incurs during the **operative time of cover** to purchase a ticket for an alternative **journey** to reach his/her overseas destination or return from his/her overseas destination to the **United Kingdom** or the Channel Islands as a consequence of:

1. mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the **period of insurance** and causing interruption of scheduled public transport services provided that no warning of such strike, riot, civil commotion, industrial action or adverse weather conditions had been given prior to booking the **journey** or commencement of the **period of insurance** (whichever is the later);
2. accident or mechanical failure of the private motor vehicle in which the **Insured person** is travelling;

occurring during the **operative time of cover** and which causes the **Insured person** to arrive at the coach, terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which he/she had been booked to travel on his or her:

- (a) final international departure on the outbound **journey** from the **United Kingdom** or the Channel Islands;
- (b) final international departure on the return **journey** to the **United Kingdom** or the Channel Islands.
- (c) final international departure on the outbound **journey** from an airport in the Republic of Ireland to a destination outside the **United Kingdom**
- (d) final international departure on the return **journey** to an airport in the Republic of Ireland from a destination outside the **United Kingdom**.

Provided that the **Insured person** checks in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtains:

- (a) written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay;
- (b) a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured person** was travelling.

## 5 Hospitalisation

**We** will pay the **Insured person** £50 for each full period of 24 hours during the **operative time of cover** that he/she spends in hospital provided that **we** have accepted liability under Section 1 – Medical and other expenses subject to a maximum overall benefit of £1,000.

Provided that **you** provide the **claims handler** within 30 days of returning from the **journey** with the appropriate medical schedule.

## 6 Hijack and kidnap benefit

**We** will pay to the **Insured person** £500 for each full period of 24 hours during the **operative time of cover** that he/she is unlawfully detained against his/her will (whether hijacked, kidnapped or otherwise) by any person or persons not known to him/her provided that such detention begins during the **period of insurance** subject to a maximum overall benefit of £5,000.

Provided that **you** provide the **claims handler** within 30 days of returning from the **journey** with the appropriate police report/written evidence.

## 7 Personal accident

**We** will pay to the **Insured person** £50,000 if during the **operative time of cover** the **Insured person** sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, **loss of limb, loss of sight** in one or both eyes or **permanent total disablement** of the **Insured person**.

**We** shall not pay more than one benefit in connection with the same accident.

For any **Insured person** under the age of 16 years at the time of bodily injury in the event of death the most **we** will pay is £7,500.

## 8 Loss of passport

**We** will pay up to £1,000 in total for the replacement cost of passport plus reasonable additional accommodation and travel expenses incurred only by the **Insured person** as a result of the loss of his/her passport occurring whilst outside the **United Kingdom** or the Channel Islands during the **operative time of cover**.

Provided that:

1. upon discovery notification within 24 hours of discovery must be given to the nearest British Consulate or if not holding a British passport to the **Insured person's** nearest Embassy and a written report of the loss obtained from them;
2. when not being carried by the **Insured person** the passport must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured person**.

## 9 Temporary loss of baggage

**We** will pay up to £300 for the emergency purchase or hiring of essential clothing and toiletry articles if during the **operative time of cover** the **Insured person** is deprived of his/her **personal baggage** for 8 hours or more.

Provided that the non-arrival of the **Insured person's** baggage is reported immediately to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them. All receipts for items purchased must be sent to the **claims handler**.

## 10 Catastrophe

**We** will pay up to £1,000 for equivalent additional and otherwise irrecoverable accommodation expenses incurred by the **Insured person** as a result of being forced to move from the accommodation booked in advance for the **journey** following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the **operative time of cover**.

## 11 Winter sports

### Ski equipment hire charges

**We** will pay £50 per day subject to a limit of £750 to the **Insured person** in respect of the equivalent and necessary charges for the emergency hire of **ski equipment** if during the **operative time of cover** the **Insured person** is deprived of the **ski equipment** taken on the **journey** for 8 hours or more from the time of arrival at the booked destination on the outward leg of the **journey** due to delay or misdirection by the carrier (e.g. airline).

Provided that the non-arrival of the **Insured person's ski equipment** is reported immediately to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

All receipts for items purchased must be sent to the **claims handler**.

### Piste closure

IMPORTANT this cover is only valid for **journeys** during the resort peak ski season.

**We** will pay £50 per day subject to a limit of £750 to the **Insured person** if during the **operative time of cover** it is not possible for the **Insured person** to ski in the resort to which he/she had pre-booked to travel and in which he/she had intended to ski due to the total closure of all on piste skiing facilities solely and directly as a result of lack of snow or excessive snow or avalanche or threat of avalanche.

Provided that **you** provide the **claims handler** within 30 days of returning from the **journey** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities.

### Unused ski pack

**We** will pay £250 per week subject to a limit of £1,000 to the **Insured person** in respect of the cost of the lift pass, ski-school or **ski equipment** hire as a direct result of the **Insured person** sustaining accidental bodily injury or suffering the onset of illness during the **operative time of cover** which prevents him/her from using skiing facilities whilst certified medically unfit to do so.

Provided that **we** have accepted liability under Cover 1 Medical and other expenses of this section for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness.

## What is not covered

In addition to the general exclusions on page 19 to 21, the following extra exclusions apply to this section:

1. **We** will not pay for:
  - (a) the **excess**;
  - (b) any person aged 76 years or over at the **date of issue**;
  - (c) loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the **Insured person** or breach of any law or enactment by the **Insured person**;
  - (d) any claim caused by or arising from:
    - (i) pregnancy or childbirth in respect of any **journey** starting and/or finishing within 12 weeks of the expected date of birth;
    - (ii) wilfully self inflicted illness or injury, the abuse of alcohol, drug addiction, the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), solvent abuse, sexually transmitted diseases, travel where the purpose of travelling is to obtain medical treatment or advice;
    - (iii) mental illness, anxiety or depression;
  - (e) loss, damage, bodily injury, death, disease, illness, liability costs or expenses attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof;
  - (f) death, injury, illness or disablement directly or indirectly resulting from or consequent upon the **Insured person's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured person's** own criminal act;
  - (g) an **insured person** engaging in military, naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces);
  - (h) any claim directly or indirectly caused by, contributed to or arising from a **journey** to a destination where the Foreign and Commonwealth Office has advised against all travel or all but essential travel before the **journey** commences.
2. Any claim:
  - (a) arising if at the time of purchasing this insurance the **Insured person** or travelling companion is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance unless agreed in writing by **us**;
  - (b) if the **Insured person** travels against medical advice;
  - (c) for elective medical or dental treatment or exploratory tests;
  - (d) for dental work involving precious material;
  - (e) for treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured person** to the **United Kingdom** or the Channel Islands;
  - (f) for medical, hospital or treatment expenses which the **Insured person** knows at the time of departure on the **journey** will be required or required to be continued during the course of such **journey**;
  - (g) for charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
3. The following costs and expenses unless they have been authorised by the **assistance company**:
  - (a) inpatient, hospital, clinic or nursing home expenses;
  - (b) repatriation transportation or additional hotel or travel costs and expenses;
  - (c) burial or cremation costs outside the **United Kingdom** or the Channel Islands;
  - (d) charges levied for services rendered or treatment received in the **United Kingdom** or the Channel Islands;
  - (e) **curtailment** not notified to and authorised by the **assistance company**.

4. The disinclination to travel of the **insured person** or any person with whom he/she is travelling.
5. Any trip within the **United Kingdom** unless the **insured person** has pre-booked accommodation or travel and the trip is for a minimum of 2 nights.
6. This insurance does not apply whilst the **Insured person** is engaging in:
  - (a) air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier;
  - (b) hunting, diving, potholing, caving, mountaineering (ordinarily necessitating the use of ropes or guides) speed or time trials or racing of any kind other than on foot.
7. **We** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to Cover 1 – Medical and Other Expenses or Cover 7 – Personal accident.
8. **We** shall not be liable for any claims arising directly or indirectly for **journeys** that are expected to exceed 90 days duration unless declared to and accepted in writing by **us**.
9. **We** will not cover any claim for medical expenses, cancellation or **curtailment** arising out of a pre-existing medical condition or change in health of an **Insured person, relative** or **close business colleague** unless declared to and accepted in writing by **us**.

## Conditions

### 1 Precautions

The **Insured person** must take all reasonable care:

- (a) to avoid and prevent bodily injury and sickness;
- (b) not to book or undertake the **journey** against medical advice or if he/she has any reason to believe that such **journey** may have to be cancelled or **curtailed**.

### 2 Our rights in the event of a claim

The **claims handler** shall be entitled but not bound to take over and conduct in the name of the **Insured person** the defence or settlement of any claim or to prosecute in the name of the **Insured person** for **our** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

### 3 Changes to medical circumstances

It is a requirement of this insurance that in between the date of purchasing this insurance and the date of the **journey we** are informed of any of the following medical circumstances which apply to any person to be insured by this policy (if not already advised to **us**). The **Insured person** concerned must give details by calling the Ecclesiastical medical screening line on 0345 604 2940 of:

- Diagnosis of any heart condition any circulatory condition (problems with blood flow, including high blood pressure) or any breathing condition (including asthma)
- Diagnosis of any type of cancer
- Diagnosis of any renal condition
- Diagnosis of any joint or bone condition
- Diagnosis of any gastrointestinal (stomach) condition
- Diagnosis of diabetes
- Diagnosis of any psychiatric or mental condition
- Being advised of a terminal prognosis
- Being put on a hospital or specialists waiting list for treatment or investigation
- Any non-routine consultation with hospital or General Practitioner (GP) within the last 12 months
- Any change in medication or new medication being prescribed within the last 3 months
- Awaiting tests or test results
- Any other medical condition you have been diagnosed with, treated for or is being investigated within the last 12 months

**You** will be advised of one of the following outcomes:

- (a) Cover will continue on **your** existing terms or an additional **excess** will apply.
- (b) **We** cannot continue to provide cover and **you** may select from one of the three options below:
  - (i) **You** can cancel **your** holiday and claim for cancellation under this section.
  - (ii) If **you** are able to find alternative insurance, **we** will pay the premium for the alternative insurance provided that it is no more than what **we** would have paid under (i) above. The cover provided under this section will then cease.
  - (iii) **You** can cancel this section and receive a proportionate refund of the associated premium.

Failure to disclose a medical condition may mean **your** claim will be refused

## 8 Home emergency

(This section automatically applies)

### Guidance note

The cover under this section has been arranged by us through a third party provider, DAS Legal Expenses Insurance Company Limited (DAS). Ecclesiastical is responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf.

To make a claim under this section, please phone DAS on the following 24 hour claims service number:

**0345 601 3151**

DAS records and monitors all phone calls from policyholders and other consumers.

Before asking for help, please check that the problem is covered by this policy. It is important that you contact our assistance centre as soon as possible after the home emergency. Our phone lines are open 24 hours a day, 365 days a year.

Do not arrange for a contractor yourself, as we will not pay for this. We will also not pay for any work which has not been authorised in advance by us.

We will provide assistance only if we have given our agreement and only if there is someone aged 18 or over at home when our approved contractor arrives.

When you have given us details of your claim and we have accepted it, we will arrange for one of our approved contractors to help you as quickly as possible. We will tell you what to do next.

In a situation that could result in serious risk to you or substantial damage to your home, you should immediately contact the emergency services (fire, police or ambulance). If you think there is a gas leak you should contact the National Gas Emergency Service on 0800 111 999. If there is an emergency relating to a service such as water or electricity, you should also contact any company responsible for supplying the service.

Please note that **our** usual service standards may be affected by circumstances beyond **our** reasonable control such as remote locations, bad weather or availability of parts.

**We** will not be able to help if conditions make repairs dangerous, for example **we** cannot carry out roof repairs in high winds or repair damp electrics.

Please also refer to What we will not pay, What is not covered and the Conditions shown in this section of the policy.

At all times **we** will decide the best way of providing help.

#### **DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited,  
DAS House,  
Quay Side,  
Temple Back,  
Bristol,  
BS1 6NH

Registered in England and Wales number 103274

Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Definitions

### **DAS**

DAS Legal Expenses Insurance Company Limited.

### **Emergency**

The sudden or unexpected occurrence of an insured incident during the **period of cover** which necessitates immediate corrective action to:

- (a) prevent damage or further damage to **your home**; or
- (b) make **your home** secure; or
- (c) relieve unreasonable discomfort, risk or difficulty to an **insured person**; or
- (d) address a health risk to **you** or anyone else in **your home**.

### **Emergency assistance limit**

£1,500 (including VAT) for the call-out charge, labour costs, parts and materials;

£2,500 (including VAT) for all costs associated with vermin claims.

These limits do not include any amount payable in respect of hotel accommodation.

### **Home(s)**

means **your** principal private residence as shown in the schedule, comprising private dwelling, garage and outbuildings used for domestic purposes or for a business use which is noted in the schedule, in the **geographical limits**.

### **Hotel accommodation**

The room-only cost of one night's accommodation for **insured people** if **your** home remains uninhabitable following an insured event. The most **we** will pay for hotel accommodation is £250 (including VAT).

### **Insured person/people**

**You** and any person who lives in or is staying at **your home**.

### **Main heating system**

means the main hot water or central heating system in **your home**. This includes pipes that connect components of the system but not cold water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hot water systems (those with a Kilowatt output above 70) or any form of solar heating.

### **Plumbing and drainage**

means the cold water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible. This does not include:

- (a) pipes for which **your** water supply or sewerage company are responsible;
- (b) rainwater drains and soakaways.

### **Vermin**

means rats, mice and wasps and hornet's nests.

### **We, us, our**

Ecclesiastical Insurance Office plc or DAS Legal Expenses Insurance Company Limited acting on behalf of Ecclesiastical Insurance Office plc.



## Cover

**We** agree to provide the assistance described in this section, provided that the insured incident happens during the **period of cover** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If this section of the policy does not cover the service **you** need **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and the supplier.

## What we will pay

- (a) **We** will arrange and pay for a contractor to take action to resolve the **emergency**. The action taken will depend on what would be fair and reasonable in the circumstances and will be either to:
  - (i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
  - (ii) take other action, such as isolating a leaking component or gaining access to **your home** if the only available set of keys have been lost, stolen or damaged and unusable.
- (b) **We** will pay up to the **emergency assistance limit** for each insured incident following an **emergency**.
- (c) If **your home** remains uninhabitable overnight following an insured incident, **we** will pay for **hotel accommodation**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable to remain in **your home**.

## What we will not pay

- (a) Any costs per emergency which exceed the **emergency assistance limit**; and/or
- (b) Any costs of overnight accommodation which exceed the amounts specified under **hotel accommodation**.

## Insured incidents

### 1 Emergency repairs

Any external damage which threatens further immediate damage to **your home** or its contents.

### 2 Plumbing and drainage

Damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home** that **you** are responsible for.

### 3 Main heating system

Failure to function of the main heating system in **your home**.

### 4 Domestic power supply

Failure of **your homes** domestic electricity, or domestic gas supply, but not the failure of the mains supply.

### 5 Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of any toilet in **your home**.

## 6 Home security

Damage to, or the failure of, doors, windows, gates, electronic gates or other points of access to **your home** which leaves **your home** insecure or makes it impossible to gain access to it.

## 7 Vermin

The sudden infestation of **your home** by **vermin** which prevents the use of the loft or one or more of the rooms in **your home**.

## 8 Lost keys

The only available set of keys to **your home** are lost, stolen or damaged and unusable and **you** cannot replace them, or cannot gain normal access.

## What is not covered

No cover applies in respect of the following.

1. An incident or matter arising prior to the start date of this section.
2. A claim where **your home** is **unoccupied**.
3. A claim where **we** have given instructions relating to the help **we** are providing and **you** have not followed them.
4. Costs incurred where **our** approved contractor has attended **your home** but nobody was in.
5. Costs incurred
  - before **you** have notified **us** of an **insured event**.
  - without **our** agreement.
6. A claim arising from **your** deliberate act or omission.
7. Normal day-to-day **home** maintenance that **you** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts due to natural wear and tear.
8. A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.
9. A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.
10. Damage caused gaining necessary access to, or in reinstating the fabric of, **your home**.
11. A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or **your** failure to buy or provide enough gas, electricity or other fuel source.
12. Damage to boundary walls, gates, hedges or fences.
13. The malfunction or blockage of septic tanks, cess pits or fuel tanks.
14. A claim arising from **subsidence, heave** or **landslip**.

15. Any claim which would require **us** to undertake repairs or any other remedial or corrective action to
  - (a) any shared areas or communal parts of a property (or for which **you** do not have sole responsibility); or
  - (b) any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.
16. A claim where the insured incident cannot be resolved safely by **our** approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
17. The costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if:
  - (a) it cannot be repaired; or
  - (b) the appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it); or
  - (c) repairs will cost more than the emergency assistance limit (**we** will pay up to the emergency assistance limit for any repairs that are carried out).

## Conditions

1. **You** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) maintain the **home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the **home**;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) take reasonable steps to keep any amount **we** have to pay as low as possible.
2. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
3. **We** will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.







This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0800 111 6768**



Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Ecclesiastical Insurance Group plc (EIG) Reg. No. 1718196. Ecclesiastical Life Ltd (ELL) Reg. No. 243111. E.I.O. Trustees Ltd Reg. No. 941199. All companies are registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. EIO and ELL are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.