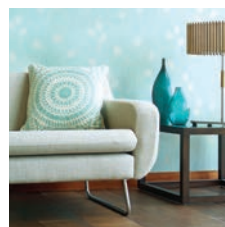


PORTFOLIO INSURANCE



Home MAX

Home MAX

Excellent cover for your home



Home Max is designed to look after the things you value most. It provides excellent levels of cover and protection for your home and includes all risks cover for your possessions – anywhere in the world.

If you need to make a claim, our personal service will handle all the paperwork for you and help you get back to normal again with the minimum of fuss.

As a reminder, Home Max gives you all this, and more:

- Unlimited cover for your buildings in most cases
- Your possessions are covered for all risks, including accidental loss and damage, anywhere in the world for up to 60 consecutive days
- The option of interest free Direct Debits to help spread the cost
- Home Emergency Assistance of up to £1,500 and no excess to pay
- Up to £100,000 of legal expenses
- 24-hour home emergency and legal advice help lines
- Costs paid for alternative accommodation if you can't live in your home following an insured loss
- Bespoke cover for your jewellery, watches and art – with no need to specify items valued at less than £10,000
- Up to £5M in occupiers and personal liability cover
- Claims settled as quickly as possible and with minimum fuss – thanks to dedicated claims managers who handle all the paperwork for you

Please read your policy documents carefully to check that your insurance meets your needs.

More cover in one convenient plan

Home Max is part of Confidas Portfolio Insurance – a range of cover designed to meet your home & lifestyle needs. It means you can get cover not just for your home, but also for your travel, motor vehicles and pets – all in one convenient plan.

Ask your adviser today, and find out how you can insure all your home and lifestyle needs with Confidas. Your adviser will arrange all your cover so you have just one renewal date and the option of a single, interest free Direct Debit – helping ensure you always have the cover you need.

24 hour Home Emergency cover – call 0800 206 1952

Confidas Home Max insurance is always on hand to help in an emergency such as a burst pipe, broken window or tiles coming off your roof. Just call the Home Emergency help line on **0800 206 1952** and we can put you in touch with an approved contractor who will visit as soon as possible to put things right.

Further help with round the clock helplines

Confidas Home Max insurance includes a wide range of help and advice over the phone – from legal, tax and healthcare to counselling. You can call for help at any hour of the day or night, 365 days of the year.

There's just one number to call for each service. You'll be transferred to the right department to receive the specialist advice you need. Call **0800 206 1971** for each of the following:

Legal advice

Confidential, practical advice on any private legal matter according to UK and EU law.

Tax advice

Receive confidential, practical advice on any private tax matter according to UK law.

Medical & healthcare information

If you need information on general health issues, or non-diagnostic advice on a medical matter, call the helpline. For instance, you can receive advice and information on allergies, drug side effects, and how to improve overall health. You can also gain access to hospital waiting list information and all health services.

Counselling

Call any hour of the day or night for confidential counselling over the phone. This service is available 365 days of the year. However, please be aware it doesn't provide onward referral to any voluntary or professional service.

Please note

All help and advice given applies to the UK only unless otherwise stated. Calls may be monitored or recorded (except for those to the counselling service) to help improve our service and for security and regulatory purposes. All recordings will be kept secure.

HOW TO MAKE A CLAIM

If something happens and you need to make a claim, please call us as soon as possible. We'll do everything we can to help ease your stress and we'll act fast to help get your life back to normal again.

You can rely on our dedicated claims handlers to make all the necessary arrangements and take care of all the paperwork. Our aim is to settle the claim as quickly as possible with the minimum inconvenience for you.

To make a claim, call **0208 603 7187** any time of the day or night. The line is open round the clock, every day of the year.



For help and advice: **0800 206 1971**

24 hour emergency cover: **0800 206 1952**

To make a claim: **0208 603 7187**

Home MAX insurance

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Home MAX insurance

Terms, conditions & definitions

This section gives full details of your cover.

Confidas Underwriter

Confidas Portfolio Insurance policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds, LS1 4AZ. Registered in England and Wales No.1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This policy is evidence of the contract between **us**, U K Insurance Limited and **you**, the policyholder.

These policy conditions are part of **your** insurance contract, along with **your schedule of insurance**. Please read **your schedule of insurance** and these policy conditions to make sure **you** know exactly what **your** insurance covers. Check all the policy details and **your** proposal confirmation, which sets out the information **you** have given **us**, carefully. If **you** think there is a mistake or **you** need to make changes, **you** should notify **us** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

You and **we** may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply.

We have supplied this policy and other information to **you** in English and **we** will continue to communicate with **you** in English.

How to Make a Claim

If **you** need to make a claim on **your** home insurance, call Confidas on **0208 603 7187**.

How to make a claim for legal expenses

Before **you** incur any **costs**, **you** must contact the legal helpline.

Legal helpline – 0800 206 1971

You can ring the legal helpline to talk about any private legal problem under United Kingdom or EU law, whether or not it results in a claim.

We will provide **you** with initial advice only. **We** will advise **you** of **your** legal rights, what courses of action are available to **you** and whether these can be best implemented by **you** or whether **you** need to consult with a lawyer.

This service is here to help and is available to **you**, 24 hours a day, 365 days of the year. For extra security, **we** may record all phone calls and keep the recording secure.

Please have **your** home insurance policy number available when **you** call.

Home Max insurance policy definitions

Certain words in the policy and **schedule of insurance** have particular meanings wherever they appear. These meanings apply to the whole policy unless **we** say otherwise. Throughout the policy, defined terms will be bold when used. The words and their meanings are given below. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words '**you**', '**your**' and '**yourself**' refer to the person or persons named on the **schedule of insurance**, his or her spouse or domestic partner and any **family member**.

The words '**we**', '**us**', '**our**' and '**ours**' means U K Insurance Limited unless otherwise stated.

Aircraft – any device used or designated for flight, except model or hobby craft not used or designed to carry people or cargo.

Appointed representative – The **preferred law firm**, solicitor, or other suitably qualified person appointed by **us** to represent **you** under Section E Legal Expenses.

Bodily injury – physical bodily harm, including any resultant sickness or disease from physical bodily harm.

Buildings – **your** private **home**, swimming pools, permanently fitted hot tubs, ornamental man-made ponds, fountains, tennis courts, terraces, patios, steps, service tanks, drains, septic tanks, underground service pipes and cables, sewers and drains, domestic fixed fuel tanks, driveways, footpaths, garden walls, hedges, gates, fences, lifts, fixtures and fittings, decorative finishes, radio and television aerials, satellite dishes, solar panels, wind turbines used for domestic purposes, external lighting, security equipment and security systems situated within the boundaries of the **home** and for which **you** are legally responsible.

Business – a part-time or full-time trade, occupation or profession, including farming or stud activities other than **incidental business**.

Business property – items of furniture, furnishings, equipment, supplies and stock used in connection with a **business** conducted from **your home** and owned by **you**.

Collectibles – private collections of rare, unique or novel items of personal interest including memorabilia.

Contaminant – an impurity resulting from the mixture or contact of a substance with a foreign substance.

Contents – household goods and personal property excluding **valuables**. Contents include satellite dishes and aerials that are owned by **you**, or are **your** responsibility or in the possession of **you**. If **you** are a tenant, **contents** includes additions, alterations, installations or fixtures that **you** have paid for, or are responsible for, at **your home**.

Home MAX insurance

Terms, conditions & definitions (cont)

Costs – Section E Legal Expenses.

- a) All properly incurred, reasonable and proportionate fees, expenses and disbursements charged by the **appointed representative** and agreed by **us**. Legal fees and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- b) The fees incurred by **your** opponent that **you** are ordered to pay by a **court** and any other fees **we** agree to in writing.

Court – Section E Legal Expenses. Court, tribunal or other suitable authority.

Credit cards – credit cards, cheque cards, bankers cards and cash cards issued to **you**.

Damages – the sum required to satisfy a claim, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

Date of incident – Section E Legal Expenses.

- a) for civil cases, the date of the incident that leads to a claim. If there is more than one incident arising at different times from the same originating cause, the date of incident is the date of the first of these incidents.
- b) for criminal cases, the first date it is alleged that **you** broke the law.
- c) for claims under part 1h Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Domestic staff – any person **you** employ to perform domestic duties, work or services at **your home**. This excludes any person who is hired to work for **you** in connection with **your business**.

Endorsement – an agreed change to the terms of the policy.

Excess – the amount **you** must pay towards any claim unless stated otherwise.

Family member – any member of **your** family who permanently resides with **you** at the **home**.

Fine art – paintings, drawings, prints, etchings, photographs, tapestries, rugs, porcelain, statuary, manuscripts, clocks, barometers, antique furniture, **collectibles** and other bona fide works of art with historical value or artistic merit.

Home – the residence, including any garages, as shown at each location on **your schedule of insurance**.

Home invasion – an unlawful act of violence or threat of violence by a person who has gained unlawful entry to **your home**, any temporary residence including **watercraft** with sleeping quarters or a motor home, whilst **you** are in occupancy at the time access is gained.

Incidental business – means a) an activity undertaken solely by **you** that does not produce gross revenues in excess of £10,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **period of insurance**, b) farming that does not involve employment of others for more than 1,000 hours in total of farm work during the policy period and does not produce more than £25,000 in gross annual revenues from the raising or care of animals or agriculture.

Jewellery – articles of personal adornment containing gemstones, silver, gold or platinum or other **precious metals**. This also includes watches and set or unset gemstones.

Landscaping – **your** trees, lawn, shrubs and other plants on the grounds of **your home**.

Loss of limb(s) – a) in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and b) in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

Loss of eye(s) – the total and irrevocable loss of sight in one or both eyes.

Market value – the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.

Money – the following belonging to **you** and any **family members**: Cash, bankers notes and drafts, cheques, money orders, postal orders, savings stamps and savings certificates, share certificates, Premium Bonds, traveller's cheques, travel tickets, gift tokens, securities, accounts, deeds and other negotiable documents.

Motor vehicle – any type of motorised land vehicle requiring motor vehicle registration or operator licensing. This extends to include self-propelled motor homes, motorcycles and attached trailers.

Mould – any type or form of fungus, including but not limited to all forms of **mould** or mildew and mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by **mould**.

Occurrence – means a) a loss or an accident, including continuous or repeated exposure to the same general harmful conditions which occurs during the **period of insurance** and results in **personal injury** or **property damage**; or b) an offence, including a series of related offences, committed during the **period of insurance** resulting in **personal injury** or **property damage**.

Outbuildings – any free-standing permanent structure **you** own that is used for domestic purposes and situated within the grounds of **your home**. This includes stables, barns, studios, pool houses, greenhouses, gardens sheds and other similar structures used for domestic purposes.

Period of insurance – the period shown in the **schedule of insurance** for which the policy covers **you** (subject to **us** receiving the premium on time).

Personal injury – the following injuries, or death resulting from the following:

- **bodily injury**
- wrongful detention, false imprisonment or false arrest;
- shock, emotional distress, mental injury;
- invasion of privacy;
- malicious prosecution; or
- wrongful entry or eviction.

Pollutants – solid, liquid, gaseous or thermal irritant or **contaminant**, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **waste**.

Precious metals – silverware, tableware, trays, trophies and other similar household articles made of gold, goldplate, silver, silverplate, pewter or platinum, other than **jewellery**.

Preferred law firm – The law firm **we** choose to provide legal services under Section E Legal Expenses. These legal specialists are chosen as they have the expertise to deal with **your** claim and must comply with **our** agreed service standards.

Property damage – physical damage to, destruction of, or loss of use of tangible property.

Reasonable prospects of success – Section E Legal Expenses.

For civil cases, **we** and the **appointed representative** agree that there is a better than 50% chance that **you** will:

- a) obtain a successful judgement; and
- b) recover **your** losses or damages or obtain any other legal remedy **we** agree to, including an enforcement of judgement, making a successful defence or making a successful appeal or defence of an appeal.

For criminal cases, **we** and the **appointed representative** agree that there is a better than 50% chance of **you** successfully mitigating **your** sentence or fine or making a successful appeal or defence of an appeal.

Reconstruction cost – the least amount required at the time of the loss to either:

- restore or repair a structure; or
- replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:
 - fees from architects, surveyors and consulting engineers;
 - the cost of complying with the building regulation of a government or local authority; and
 - the cost of removing debris and **waste** that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

Schedule of insurance – **your** most recent **schedule of insurance** that **we** have issued to **you** including any **endorsements**.

Terms of appointment – Section E Legal Expenses.

A separate contract which **we** will require the **appointed representative** to enter into with **us** if the **appointed representative** is not a **preferred law firm**. This contract sets out the amounts **we** will pay the **appointed representative** under **your** policy and their responsibilities to report to **us** at various stages of the claim.

Territorial limits – Section E Legal Expenses.

The United Kingdom – Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

For claims under part 1a Personal injury and part 1c Contract dispute, the territorial limits are worldwide. For claims under part 2 Detention abroad, the territorial limits are anywhere in the world outside the United Kingdom.

Terrorism – any person or people, whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

Unoccupied – not lived in by **you** or any other person authorised by **you** for more than 60 consecutive days.

Unfurnished – where the **home** is not adequately furnished for normal living purposes for more than 60 consecutive days.

Valuable(s) – **fine art, jewellery, precious metals**, sporting guns, **collectibles you** own or possess, for which a sum insured is shown in **your schedule of insurance**.

Waste – materials to be disposed or recycled, reconditioned or reclaimed.

Watercraft – a boat or craft designed for use on or over water.

Home MAX insurance

General exclusions

The following apply to the whole of **your** policy. Any further specific exclusions are shown in the section of cover to which they apply.

What is not covered:

1. Acts of war

We do not cover any loss or damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.

2. Confiscation

We do not cover loss or damage caused by the destruction, confiscation or seizure by any government or public authority.

3. Deception

We do not cover loss or damage suffered by **you** due to any person obtaining any property by deception, unless deception is only used to gain entry to **your home**.

4. Deliberate acts and misappropriation

We do not cover loss or damage caused, or allowed to be caused, deliberately or wilfully by **you** or any **family member**, paying guest or tenant or anyone acting on **your** behalf. This includes the taking or other misappropriation of **contents** from **you** or a **family member** by **you** or a **family member**.

5. Dishonest acts

We do not cover loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

6. Existing damage

We do not cover loss or damage that happened before the **period of insurance**.

7. Failure of computers and electrical equipment

We do not cover loss or damage directly or indirectly due to:

- a) an error in computer programming or instruction to the computer, but **we** do cover any resultant damage provided no other exclusions apply.
- b) computer viruses.

8. Faulty, inadequate or defective planning

We do not cover any loss or damage caused by faulty, inadequate or defective:

- a) planning, development, surveying;
- b) design, specifications, workmanship, repair, renovation, remodelling, grading, compaction;
- c) materials used in repair, construction, renovation or remodelling; or
- d) maintenance

of part or all of any property, whether on or off the **home**.

9. Frost

We do not cover any loss or damage caused by frost.

10. Gradual deterioration, breakdown, wear and tear

We do not cover any loss or damage caused by:

- a) wear and tear, gradual deterioration;
- b) inherent vice, latent defect, mechanical or electrical breakdown;
- c) warping or shrinkage, rust or other corrosion, wet or dry rot or **mould**.

This exclusion does not apply under trace and access cover where the source of the water leak is covered, providing this is limited to a single valve, joint or pipe.

11. Indirect loss

We do not cover indirect loss of any kind incurred by **you** or a **family member**.

12. Pollution or Contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leakage from any fixed heating installation or from any domestic appliance in **your home** during the **period of insurance**.

13. Radioactive contamination

We do not cover any expense, legal liability (other than liability to **your domestic staff**) or any loss or damage to property directly or indirectly caused by, arising from or contributed to by:

- a) ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any nuclear part of that equipment; or
- c) the use of a chemical or biological weapon.

14. Restoration and repair

We do not cover loss or damage caused by repair, restoration, alteration, refinishing, dyeing, cleaning or renovating.

15. Rodents, insects and vermin

We do not cover any loss or damage caused by rodents, vermin or insects.

16. Sonic bangs

We do not cover loss or damage arising from pressure waves caused by **aircraft** and other flying objects travelling at or above the speed of sound.

17. Structural changes and cleaning

We do not cover any loss or damage to **your home** caused by demolition, construction, cleaning or other similar processes.

18. Temperature or dampness

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home, outbuildings, contents or valuables**. This exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

19. Tenants property

We do not cover any loss or damage to property belonging to **your** lodgers, boarders or other tenants.

20. Terrorism

We do not cover any expense, legal liability or any loss or damage to property directly or indirectly caused by **terrorism**.

21. Unfurnished homes

We do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home is unfurnished**, unless agreed by **us** in writing.

We do not cover loss or damage caused by theft, attempted theft, malicious damage or vandalism when **your home is unfurnished** unless agreed by **us** in writing.

22. Unoccupied homes

We do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home is unoccupied**, undergoing renovation or being constructed unless the heating is maintained at a minimum of 10 degrees centigrade in the **home** or the water is shut off and drained from the system or appliance.

23. Unsuitable transportation and packing

We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method by which it is being transported.

Home MAX insurance

General conditions

The following conditions apply to the whole of **your** policy and all of the cover provided by it. **You** and any other person entitled to benefit under this policy must keep to its terms, conditions and **endorsements**. If **you** do not keep to these conditions, **we** may cancel this policy, refuse or withdraw from any claim, claim back from **you** costs paid by us during **your** claim or do all of the above.

1. Abandoning property

You cannot abandon property to **us** or a third party without **our** prior written consent.

2. Adequacy of your sums insured

You must keep the sums insured at a level that represents the full **reconstruction cost** of **your buildings** and any **outbuildings** unless unlimited **buildings** cover applies on **your schedule of insurance**.

You must keep the sums insured for **valuables** at a level which represents the current **market value**.

To ensure **your** sums insured reflect these amounts and to thereby reduce the possibility of being underinsured, **you** should undertake regular reviews and request an increase to **your** sum(s) insured if **you** feel this is necessary. Any additions, alterations or renovations to **your home** should be reported to **us** as soon as possible.

Failure to provide correct information or inform **us** of any relevant changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

3. Arbitration

If **we** accept **your** claim, but **you** disagree over the amount **you** will be paid, **you** and **we** may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before **you** can bring proceedings against **us**.

4. Assignment

No one covered under this policy may assign or turn over any right of interest in regard to the policy without **our** written consent.

5. Automatic renewal

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise. **We** will write to **you** at least 21 days before **your** policy ends to confirm **your** renewal premium and policy terms. If **you** do not want to renew **your** policy, **you** must call **us** before **your** renewal date to let **us** know. If **we** are unable to offer renewal terms **we** will write to **you** at **your** last known address to let **you** know.

It is not possible to offer automatic renewal with all payment methods, so please check **your** renewal invite for further details.

6. Bankruptcy or death

The bankruptcy or insolvency of **you** shall not relieve **us** of any of **our** obligations. Further, if **you** or a **family member** dies or becomes bankrupt or insolvent during the policy period, this policy, unless cancelled, will cover **you** or the **family member's** legal representative for the remainder of the policy period.

7. Building works

You must provide **us** with full details of any building work or heat processes, including the restoration, repair, redecoration, maintenance or other similar work where the value exceeds £75,000 or before the signing of any contract which in any way removes or limits **your** legal rights against a contractor or building firm.

If **you** do not notify **us** and provide **us** with full details at least 21 days before the work is due to commence, any loss directly or indirectly caused by or relating to the work will be excluded.

8. Cancellation

If this cover does not meet **your** needs, please call the number printed in **your** policy booklet. If **you** cancel within 14 days of **your** policy starting or within 14 days of receiving **your** documents (whichever is the later), **we** will return any premium **you** have paid as long as no claims have been made during that time.

You may cancel the policy after that time by calling **us** on the above number or sending **us** notice in writing. **We** will refund the proportion of any premium paid for the remaining **period of insurance** less an administration fee as shown in **your schedule of insurance**, providing that **you** have not made any claim during the current **period of insurance**.

We have the right to cancel **your** policy at any time by giving **you** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** have for **you**. Valid reasons may include but are not limited to:

- where **you** are required, in accordance with the terms of this policy, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your** policy;
- where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing home insurance;
- where **you** have used threatening or abusive behaviour or language or **you** have intimidated or bullied **our** staff or suppliers.

If **we** cancel **your** policy, **we** will return the premium paid less the amount for the period the policy has been in force.

9. Carriers or bailees

We will not pay a benefit under this policy to any carrier or bailee of damaged property.

10. Changes

You must tell us as soon as possible if there are any changes that may affect **your** policy, such as the following:

- if **you** change the address where **you** normally live;
- if any building work is being done to **your home** (other than routine maintenance or decoration) in excess of £75,000;
- if **you** or any **family member** is prosecuted for or convicted of any offence (excluding motoring offences);
- if **you** let **your home** out to tenants or a lodger moves in;
- if **your home** is used for **business** purposes or as a holiday home.

Note: the list above does not set out all changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover, contact **us** anyway.

We reserve the right to alter the terms, conditions, exclusions and to amend the premium or to cancel **your** policy should **we** become aware of any material fact or change which may affect **your** policy.

Failure to provide correct information or inform **us** of any relevant changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

No change of **your** policy shall be effective except when made by written **endorsement** and signed by our authorised representative.

11. Concealment or fraud

The entire policy will be void if, whether before or after a loss, **you** or a **family member** has:

- intentionally concealed or misrepresented any material fact or change;
- engaged in fraudulent conduct; or
- made false statements relating to this insurance.

12. Duplicate cover

If a loss is payable under more than one part of **your** policy, **we** will pay **you** under the part that gives **you** the most cover but not under more than one part.

When **valuables** are specified on **your schedule of insurance**, **your** cover is limited to the specific sum insured on **your schedule of insurance** for that specific **valuable**, unless another policy benefit applies to the loss.

Home MAX insurance

General conditions (cont)

13. Duties after a loss

In the event of an **occurrence** or possible **occurrence** which is likely to involve this policy, or if **you** or any **family member** is sued in connection with an **occurrence** which may be covered under this policy, **you** or the **family member** must perform the following duties for cover to apply:

- notify **us** of the claim as soon as possible and where the claim involves loss or damage by theft or attempted theft, accidental loss, malicious persons or vandalism, **you** should notify the police as soon as possible keeping the reference number they give **you**. See page 3, making a claim.
- protect property from further damage and make any necessary repairs to protect the property from further damage. **You** must keep an accurate record of expenses incurred. **We** will pay the reasonable costs of avoiding or mitigating a claim with **our** prior consent as set out under the 'Preventative measures' additional benefit of **your** policy on page 18.
- prepare an inventory of damaged, lost or stolen personal property. The inventory should describe the property in full as well as showing the amount insured under **your** policy, if applicable, and the actual amount of the loss. **You** should attach bills, receipts and other documents to support **your** inventory.
- provide **us** with any property, records, legal documents, information or evidence **we** request at **your** own expense including the names and addresses of any known persons injured and any available witnesses.
- make any damaged property available to **us** for inspection as often as **we** reasonably require.
- under the 'Leisure and lifestyle' section and the **Sports club** and **Private member's club** membership fees benefit, **you** must submit written advice from **your** doctor confirming the period **you** were disabled and that **you** were totally unable to play the sport to which the membership fees relate. **You** must provide written evidence that **your** membership fees have been paid.
- assist and co-operate with us in the conduct of the defence by helping **us** make settlement, to attend hearings and trials and to enforce any right of contribution or indemnity against any person or organisation who may be liable.

We reserve the right to examine under oath as often as **we** require, **you**, any **family member** or any person connected with the **occurrence**.

- where applicable and relevant, **you** or a **family member** must agree to be examined by a physician **we** choose as often as **we** require. **We** may also choose, where lawful, to have an autopsy carried out by a physician. Any examinations or autopsies will be at **our** own expense.

14. Enforcing your rights

You or **family member** claiming under this policy must not admit to any claim, any claim promise, any payment or refuse any claim without **our** written consent. If **we** want to, **we** can take over and conduct in **your** name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for them to achieve a settlement.

If **you** or **family member** has the rights to recover all or part of any payment made under this policy, those rights are transferred to **us**. **You** or **family member** must not do anything after the loss to impair such rights of recovery. At our request, **you** or a **family member** will bring an action or transfer those rights to **us** and help **us** enforce them.

15. Fraud

You must be honest in **your** dealings with **us** at all times.

We will not pay a claim that is in any way fraudulent, false or exaggerated.

If **you**, any person insured under this policy or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:

- **your** policy may be cancelled
- **we** may reject **your** claim and any subsequent claims
- **we** may keep any premium **you** have paid.

What happens if we discover fraud.

We have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this policy.

16. Insurable interest

We shall not be liable for any loss or damage to property in which **you** do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the property, **we** will pay up to the amount that represents **your** insurable interest in that property.

17. Liberalisation

If **we** extend the cover provided by this policy without an additional premium charge the changes will automatically apply to **your** policy.

18. Mortgagee's clause

The interest of any mortgagee shall not be prejudiced by any act or neglect by **you** or any legal occupier of the **home** that increases the risk of an **occurrence** without the knowledge or authority of the mortgagee, providing that the mortgagee as soon as reasonably possible after becoming aware of the increased risk shall give notice to **us** and pay an additional premium if required.

19. Non contribution clause

We will not pay if **you** have a loss or damage which is covered under any other insurance policies unless the cover provided by those policies is exhausted.

20. Policy period

All covers under this policy only apply to **occurrences** that take place while this policy is in force in accordance with the **period of insurance** stated upon **your schedule of insurance**, except under the 'Defective premises liability' benefit on page 23.

21. Payment of premium

If **we** have been unable to collect **your** premium on the date it is due, **we** will assume that **you** do not want to continue with **your** policy unless **you** tell **us** otherwise, and **we** may cancel **your** policy on that date. Before **we** do, **we** will write to **you** in order to give **you** the opportunity to make the payment, but **we** hold on to the right to cancel if **you** do not make the payment requested. If the premium remains unpaid by the date **we** set out in **our** letter, **we** will confirm in writing that **your** policy was cancelled on the date the missed payment was due. If **you** have made a claim, or one has been made against **you** before that date, then the balance of the year's premium will become payable.

22. Preventing loss

You must take all reasonable steps to:

- a) prevent any loss, damage, illness, injury or accident; and
- b) maintain any home, **contents** and **valuables** listed on **your schedule of insurance** in good condition and repair

23. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of third parties) Act 1999.

Section A

Your buildings and contents

1. Basis of cover

Buildings

Buildings cover only applies if the **buildings** section is shown on **your schedule of insurance**.

The **buildings** section provides **you** with cover against all risks of physical loss or damage to **your buildings** and **outbuildings** unless stated otherwise in **your** policy or unless an exclusion applies.

Contents

Contents cover only applies if the **contents** section is shown on **your schedule of insurance**.

Your contents are covered against all risks of physical loss or damage at **your home** and whilst temporarily removed elsewhere in the world for up to 60 consecutive days in any **period of insurance** unless otherwise stated in the policy or an exclusion applies.

2. How we will settle your claim

Your Buildings and Outbuildings

The amount **we** will pay for each **home building** and **outbuilding** at each location is shown in **your schedule of insurance**.

If **your buildings** and **outbuildings** are subject to a partial loss and **you** do not begin to replace, repair or rebuild the lost or damaged property within six months from the date of the **occurrence**, **we** will pay the **reconstruction cost** less depreciation.

If **your buildings** and **outbuildings** are damaged and are not to be repaired or rebuilt, **we** will pay **you** either the resulting reduction in **market value** of the property resulting from the loss or damage, or the cost of repairing or rebuilding **your buildings** and **outbuildings**, whichever is the lowest. In neither case will the payment exceed the **buildings** sum insured shown on **your schedule of insurance**.

Your schedule of insurance indicates which of the following payment basis applies:

Guaranteed rebuilding cost

If the payment basis shown on **your schedule of insurance** is guaranteed rebuilding cost, **we** will pay the **reconstruction cost** of **your buildings** or **outbuildings** for each **occurrence**, even if this amount is greater than the sum insured shown on **your schedule of insurance**. However, **you** must agree with **us** to repair or rebuild **your buildings** or **outbuildings** at the same location and to the same specification. If not, the maximum amount **we** shall pay is the sum insured shown on **your schedule of insurance** for those **buildings**, or **outbuildings**.

If **you** undertake any building work or heat processes at **your home** including restoration, repair, redecoration or maintenance or other similar work where the cost of this work exceeds £75,000, the payment basis will be automatically reduced to Rebuilding Cost, as explained below, unless **you** have **our** prior consent in writing.

If **you** cannot repair, replace or rebuild **your buildings** and **outbuildings** because **your** primary mortgagee or its assignees have recalled **your** mortgage, **we** will either pay up to the **buildings** sum insured shown on **your schedule of insurance** or the cost of rebuilding **your buildings** and **outbuildings**, whichever is the lowest.

Rebuilding cost

If Rebuilding cost is the payment basis shown on **your schedule of insurance**, **we** will pay the **reconstruction cost** of **your buildings** or **outbuildings**, up to the sum insured shown for that location on **your schedule of insurance**, for each **occurrence**.

For a covered total loss to **your buildings** and **outbuildings**, **we** will pay the **reconstruction cost** up to the sum insured shown for that location on **your schedule of insurance**, for each **occurrence**.

Contents

The most **we** will pay for an insured loss is the amount required to repair the damage or the full cost of replacing the **contents** without deduction for depreciation, whichever is the lesser.

Inflation Protection

If **you** have specified **your building** sum insured **we** will index link the amount shown on **your** schedule. **We** use the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index, although the sum insured will be increased by up to £1,000 each year even if the index value is less than that amount or **we** have been unable to apply the index linking.

Please note, **we** do not apply index linking to **our** standard policy limits.

We will not make a charge for any inflation protection during the **period of insurance**, but each time **your** policy is renewed, **we** will re-calculate the premium on the adjusted sum insured.

3. Pairs, sets and parts

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever option costs least:

- the cost to replace the lost or damaged property; or
- the cost to restore or repair the damaged property to its pre-loss condition.

However, **we** may pay **you** the full replacement cost of the entire pair, set or unit if **you** agree to surrender the remaining article(s) of the pair, set or unit to **us**.

We will not repair or replace any undamaged part of the **buildings** which are part of a set or suite unless they are part of a bathroom suite or fitted kitchen and the damaged parts cannot be repaired or an exact replacement found.

We will not pay more than the sum insured shown on **your schedule of insurance**.

4. Limits of liability

For a covered loss in this section to the following types of **contents**, **we** will not pay more than the amounts shown below for any one claim. These limits do not increase **your contents** sum insured or the sum insured of any other item covered elsewhere in this policy.

Money	£2,500
Garden Furniture, Ornaments and Statues	£2,500
Trailers and non-motorised horse boxes	£3,000
Sailboards, surfboards, hand-propelled boats and accessories	£3,000
Business property	£15,000
Contents in a temporary storage facility within the United Kingdom	£10,000

5. Policy excess

You must pay any **excess** shown in **your schedule of insurance**, unless **we** have said otherwise. This may include the specific **excesses** for:

- subsidence, heave or landslip
- escape of water

For full details of all **your excesses** please refer to **your schedule of insurance**.

We will only deduct one **excess**, per claim, which will be the higher of any **excesses** applicable, unless **we** have endorsed **your** policy to say otherwise.

6. Additional benefits

These benefits are provided in addition to the sum insured shown on **your schedule of insurance** unless otherwise stated. **Your** policy **excess** applies to these covers unless stated otherwise. Cover is subject to the 'General exclusions' on page 7, 'General conditions' on page 9 and the 'Limits of liability' in Section A.4.

If a loss is covered under more than one section of this policy, **we** will pay **you** under the section giving **you** the most cover, but not under more than one section.

Alternative accommodation expenses, loss of rent and increased cost of working

If a covered loss makes **your** main **home** noted on the **schedule of insurance** uninhabitable, or **your home** is occupied by squatters, **we** will cover **your** reasonable and necessary costs for alternative accommodation which **we** have agreed in advance with **you**.

Alternative accommodation, where appropriate, will be reflective of the individuals' needs. Each claim will be reviewed taking into account the duration, location and occupancy.

Payment will continue for the shortest reasonable amount of time necessary to restore **your home** to a habitable condition or for **you** to temporarily locate elsewhere. Cover also includes reasonable alternative accommodation for **your** domestic pets and horses but only if the structure of **your** main **home** itself (and not just its **outbuildings**) becomes uninhabitable.

If **we** provide cover for the contents of the **home**, subject to **your** claim being valid, **we** will also cover the cost of temporarily storing the **contents** when necessary, in a professional storage facility during this period, providing that **we** have agreed with **you** to do so in advance.

We will also cover the cost of transporting the **contents** of **your home** to the alternative accommodation.

Loss of Rent

If a **home** or part of **your home** which is rented out to others cannot be lived in because of a covered loss, **we** will pay **you** the rent **you** would have received. **We** will cover this loss of rent for the lesser of the following time periods:

- three years from the date of the loss; or
- the reasonable amount of time it takes to repair or rebuild that part of the **home** which was rented out, or for **you** to relocate.

We will also cover any rent **you** would still have to pay as a tenant, including ground rent if any **home** on **your schedule of insurance** cannot be lived in due to a covered loss under this policy.

The maximum amount **we** will pay for one claim under this section is £100,000.

Increased cost of working

We will pay **you** the increased cost of carrying on **your business** based at **your home** caused only and directly:

- by loss or damage to **your home** or any **outbuilding** or **your contents** covered under this policy; or
- by the accidental failure in the supply of gas, water, electricity or telephone service for more than 72 consecutive hours to **your home** or any **outbuildings** which are used for **your business** during the **period of insurance**.

Section A

Your buildings and contents (cont)

Cover will start from the date on which the loss or damage arises or the service interruption occurs. It will continue until **you** are able to start work in **your home** or **outbuilding** within the grounds of **your home** but for no more than 12 consecutive months.

The most **we** will pay for any one claim is £15,000. **We** will pay the extra necessary and reasonable costs **you** have to pay to continue **your business** based at **your home**, less any savings which result from the reduced costs and expenses during the time **your** work is interrupted.

Buying or selling your home

Where **buildings** cover is provided on **your schedule of insurance**, if **you** enter into a contract to sell **your home**, the purchaser shall be entitled to the benefit of cover under the terms of this policy. This applies once the sale is completed in respect of loss or damage occurring between the period of exchange of contracts (or the offer to purchase in Scotland) and the completion of the sale of the **home**, providing the **home** is not insured by the purchaser or on their behalf.

Construction materials

Where **buildings** cover is provided on **your schedule of insurance**, **we** will cover up to £75,000 for works, materials and supplies owned by **you** within the grounds of **your home** for use in the construction, alteration or repair of **your home**. **You** must inform **us** before the work proceeds if the total cost of the building work exceeds £75,000. These payments apply only to a covered loss and they do not increase the amount of cover for **your home**.

Contents belonging to domestic staff and guests

Where **contents** cover is provided on **your schedule of insurance**, **we** cover the **contents** belonging to **your domestic staff** who permanently reside in **your home** and invited guests while they are on the premises of any **home** named on **your schedule of insurance**. The most **we** will pay under this benefit is the **contents** sum insured as shown on **your schedule of insurance**.

The maximum amount **we** will pay for loss or damage to **jewellery** or **money** owned by them or items that are covered by other insurance is £1,000.

Data replacement

Where **contents** cover is provided on **your schedule of insurance**, **we** will cover loss to personal or **business** data stored in **your** computer at **your home** or a mobile telephone as a result of a covered loss. **We** will pay up to £5,000 for the replacement by an external professional person or body, of personal or **business** data. **We** do not cover the cost of remaking a file, disk, tape or similar.

Detection of water system

We will pay up to £500 for **you** to install a water leak detection system following a covered water damage loss settled by **us** exceeding £7,500 at the same **home**. The loss must have been caused by a leak or break in a plumbing, heating or air conditioning system at **your home** and any system installed must be approved by **us**.

We will only provide this benefit if the **home** has not previously had a water leak detection system installed.

No policy **excess** applies to this cover.

Emergency entries

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay to repair damage to **your home** and areas of **landscaping** caused when the emergency services need to access **your home** to combat an emergency.

Essential alterations

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay up to £15,000 in total for alterations to **your home** thereby allowing **you** to live unassisted following an accident resulting in the permanent **loss of limb(s)**, **loss of eye(s)** or hearing, which occurs during the **period of insurance**.

Forced evacuation

If **you** are denied access to **your home** by the police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, **we** will reimburse **you** for the reasonable increase in **your** living expenses necessary to maintain **your** household's normal standard of living. **We** also cover any loss of rent for up to 30 days if **your home** is rented to others, excluding loss of rent due to termination of a lease or agreement.

We will also pay up to £5,000 for emergency provisions that **you** require during the period **you** are denied access to **your home**.

Frozen food

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay **you** the cost of replacing food in **your** domestic freezer or refrigerator if it is spoiled by a rise or fall in temperature, provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority.

No policy **excess** applies to this cover.

Gardens and landscaping cover

We will pay the reasonable costs incurred as a result of loss or damage to **landscaping** but excluding loss or damage caused by storm or flood.

We will not pay more than £1,000 for any one tree, shrub or plant.

The maximum amount **we** will pay for any one claim is £25,000.

Green upgrade

Where **buildings** cover is provided on **your schedule of insurance**, **we** will contribute 10% of the total claim, up to a maximum of £2,500, for the reasonable expense **you** incur to install a solar, wind or geothermal electrical power-generating system as part of the repair or replacement of the part of **your home** which is the subject of a covered loss within the **period of insurance**. The installation of a solar, wind or geothermal electrical power-generating system must be the first time such a system was installed at **your home**.

No policy **excess** will apply to this green upgrade contribution.

A total loss is when, at **our** discretion, **your home** is deemed to be beyond economical repair or reconstruction.

In the event of a total loss to **your home**, **we** will pay up to £25,000 to reconstruct parts of **your home** with green buildings product(s). A green building product is one that **we** determine meets the industry recognised green standard attributed to one or more of the following:

- use of less energy, water and/or natural resources by way of, for example, insulation and framing, carpet and flooring, lighting systems;
- the creation of less waste, for example interior plumbing applications; or
- providing a healthier environment for the people living inside by way of heating and cooling equipment, paints, architectural coatings, primers, undercoatings, adhesives and sealants.

This amount is in addition to the payment basis stated on **your schedule of insurance**.

Home Invasion Protection

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay the reasonable **home invasion** expenses **you** incur (including reasonable **home invasion** expenses incurred by **domestic staff** and guests at the time of the **occurrence**) solely and directly as a result of a **home invasion** during the **period of insurance**.

Expenses mean:

- the reasonable related residential security expenses for **you** to improve the security protection to **your home** that was subject to the **home invasion occurrence** as agreed by **us**. The maximum amount **we** will pay is £5,000 for any one claim.

No policy **excess** applies to this cover.

Lock replacement

If the keys to any external doors and windows, as well as any intruder alarm and safes installed in **your home** are lost, damaged, or stolen, **we** will pay the cost of replacing the locks and keys and/or resetting the intruder alarm. No policy **excess** applies to this cover.

Money cover

We will pay for accidental loss of **money** anywhere in the world in the custody or control of **you** or any **family member**, but not:

- a) shortages caused by mistake;
- b) any loss in value;
- c) losses not reported to the police within 24 hours of being discovered; or
- d) loss or damage by items being confiscated or held by customs or other officials.

We will not pay more than the limit shown in the **schedule of insurance** for any one claim.

Credit cards

We will pay for financial loss after unauthorised use of **credit cards**, but not:

- a) unauthorised use by any **family member**;
- b) loss where **you** have not kept to the conditions the **credit card** was issued under; or
- c) losses not reported to the police and the **credit card** provider within 24 hours of being discovered.

New acquisitions

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay up to 15% of the **buildings** sum insured or up to £150,000, whichever is the lowest, for loss or damage to fixtures and fittings, fitted furniture and appliances whilst kept in **your home** before being installed.

Oil or metered water

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay **you** for the loss of metered oil or water from a fixed domestic water or heating installation but not when **your home is unoccupied**.

Preventative measures

We will pay costs of up to £2,500 which **you** incur with **our** prior agreement in taking measures to avoid or mitigate a covered loss, provided that the terms and conditions of this section will apply as if loss or damage had occurred.

Relatives in care

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay up to £10,000 for a covered loss to belongings owned by **your** parents or grandparents whilst in a nursing home or residential care home in which they are resident or staying as an inpatient. The maximum amount **we** will pay for one item is £2,500. **We** will not be liable for loss or damage to **money**.

Section A

Your buildings and contents (cont)

Removal of nests

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay for the reasonable cost of removing the nests of mice, rats, grey squirrels, cockroaches, wasps or hornets from **your home** where **you** normally reside should the **home** become infested during the **period of insurance**.

The most **we** will pay is £5,000 during the **period of insurance**.
No policy **excess** applies to this cover.

Security Upgrades

With **our** agreement, **we** will pay up to £500 for **you** to upgrade **your home** security system including locks, windows, alarms or CCTV following a covered loss settled by **us** where **your home** was entered by force.

No policy **excess** applies to this cover.

Student possessions

Where **contents** cover is provided on **your schedule of insurance**, **we** will include **contents** belonging to a **family member** in full-time education in the United Kingdom whilst they are living and studying away from the **home**. **We** will pay for loss or damage up to a maximum amount of £15,000 for any one **occurrence**.

Temporary removal of fixtures and fittings

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay up to £50,000 for the cost of the loss or damage to permanent fixtures and fittings of the **home** whilst removed to another building for repair, restoration, renovation or safekeeping for up to 60 days.

Tenant's improvements

As tenant or leaseholder, **we** will pay up to £20,000 for **contents** at any **home** listed in **your schedule of insurance** for additions, alterations, fixtures, improvements and installations **you** own, if a covered loss under **contents** occurs.

Title deeds

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay for the reasonable cost of preparing new title deeds to **your home** after loss or damage to them whilst in the **home** or **your bank** safe deposit.

Trace and access

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay the cost of finding the source of the escape of water, oil or gas within the grounds of **your home** in the event oil, gas or water escapes from **your home** heating or water system. In addition, **we** will cover the cost of removing any part of **your home** necessary to repair **your** household heating or water system and any subsequent repairs including the source of the leak, providing this is limited to a single valve, joint or pipe. **We** will pay no more than £15,000 for any one claim.

Trespass protection

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay the reasonable costs to restore the land within the grounds of **your home** following an unlawful trespass, to its pre-trespass condition. The maximum amount **we** will pay for one **occurrence** is £10,000.

7. Exclusions to buildings and contents

The following exclusions apply to the **buildings** and **contents** sections of your policy. Please also refer to the 'General exclusions' (page 7), and 'General conditions' (page 9).

What is not covered:

Acts by particular people

Under the **home invasion benefit**, **we** do not cover any loss or damage caused by **you**, a **family member**, a family relative, an estranged spouse or former spouse of **you**, a **family member** or a family relative, or a domestic partner or former domestic partner of **you**, a **family member** or a family relative or any person acting on **your** or their behalf.

Animals, birds and fish

We do not cover any loss or damage to animals, birds or fish unless agreed by **us** in writing.

Business property

We do not cover **contents** owned by **you** that are held or used for any profession, **business** or employment, other than the cover **we** give **you** in the **business property** section under section A.4 'Limits of liability'.

Damage by pets

We do not cover any loss or damage caused by chewing, scratching, fouling, vomiting (except in the case of illness) or denting by pets.

Bicycles

We do not cover any loss or damage to bicycles left unattended away from the **home**, **outbuildings** or **your** garden unless locked to a fixed structure or in a locked building.

Erosion

We do not cover loss or damage from river or coastal erosion.

Lottery tickets

We do not cover any loss or damage to lottery tickets or winnings.

Motorised vehicles, aircraft and caravans

We do not cover any loss or damage to **motor vehicles**, **aircraft** or caravans including their equipment, vehicle parts and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle.

This exclusion does not apply to **motor vehicles** that are not subject to **motor vehicle** registration and which are:

- golf buggies or carts;
- toys;
- quad bikes with an engine size less than 51cc used within the grounds of the **home**;
- electric motorcycles or motorcycles with an engine size less than 51cc used within the grounds of the **home**;
- garden equipment used for domestic purposes within the boundaries of the **home**;
- vehicles used to assist a disabled person that does not require registration for the road.

For such vehicles that are not subject to **motor vehicle** registration, the maximum amount **we** will pay is £10,000 unless stated on **your schedule of insurance**.

Property let to Paying Guests, Tenants or Foreign Students

If **you** let **your home** or any part of it to paying guests, tenants or foreign students, **we** do not cover:

- a) any loss or damage caused deliberately by the paying guests, tenants or foreign students.
- b) Theft or attempted theft from the **home** unless force and violence are used to enter and/or leave the building.

Removal of nests

We do not cover infestation in any communal areas.

Structural movement

We do not cover any loss or damage caused to **your home** by bulging, expansion, shrinking or settling, including resultant cracking of foundations, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip.

We do not cover loss or damage to or resulting from the movement of solid floor slabs unless the foundations beneath the outside walls of **your home** are damaged at the same time by the same cause.

We do not cover loss or damage to trees, shrubs, plants or lawns as a result of the ground sinking unless **your home** is damaged at the same time and by the same cause.

Subsidence, heave and landslip

We do not cover any loss or damage to land, patios, tennis courts, swimming pools, terraces, pavements, footpaths, driveways, bridges, walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave and landslip unless **your home** is damaged at the same time by the same cause.

Swimming Pools

We do not cover loss or damage caused by water suddenly leaking from swimming pools.

Unattended vehicles

We do not cover loss or damage to **contents** caused by theft from, in or on an unattended **motor vehicle** unless the windows are closed and all the doors and luggage compartments are locked and the items are hidden from view in a locked luggage compartment. The maximum **we** will pay for a claim under all sections of this policy is £10,000 for any one **occurrence**.

Unattended baggage

We do not cover loss or damage over £5,000 of or from any one bag or piece of luggage away from the **your home** and not in **your** custody.

Watercraft

Any **watercraft** other than those described under section A.4 'Limits of liability'.

Wind, storm and flood

We do not cover loss or damage to fences, hedges, gates (other than electric gates), piers, wharves or docks within the grounds of **your home** caused by wind, storm, flood or weight of snow unless the **home** is damaged at the same time by the same cause. However, **we** do cover loss or damage to any fence, gate, bulkhead, bridge, pier, wharf, or dock within the grounds of the **home** caused by falling trees, telegraph poles and lampposts.

Section B

Valuables

1. Basis of cover

This section of **your** policy covers **you** against all risks of direct physical loss or damage to **valuables** at **your home** and while temporarily removed anywhere in the world for up to 60 consecutive days in any **period of insurance** unless otherwise stated in the policy or an exclusion applies.

All items with a value higher than the single item limit stated in **your schedule of insurance** must be specified under the policy.

2. How we will settle your claim

Payment for specified items (as listed in **your schedule of insurance**) and unspecified items:

Total loss of specified items

For a covered loss to a **valuable** listed in **your schedule of insurance**, **we** will pay the amount required to replace the **valuable** if it is lost or damaged beyond repair. **You** can choose whether to replace the item through one of **our** suppliers, or to accept a cash settlement. The most **we** will pay in total is the value specified on **your schedule of insurance**.

In the event of a total loss to a **valuable** listed in **your schedule of insurance**, no premium refund shall apply in respect of that specified article. If the lost or damaged article is replaced in the **schedule of insurance** by an additional **valuable**, an additional premium will be charged on a pro-rata basis.

Partial loss of specified items

If only part of a **valuable** listed in **your schedule of insurance** is lost or damaged, **we** will pay either the amount to restore the **valuable** to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration, the **market value** of the **valuable** is less than its **market value** immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that **valuable**.

Unspecified items

We will pay the amount required to replace or repair the **valuable**, whichever is less, without deduction or depreciation, for a covered loss to **valuables** not specified on **your schedule of insurance**. If after the restoration, the **market value** of the **valuable** is less than its **market value** immediately before the loss, **we** will pay the difference. **We** will not pay more than the single article limit as shown in **your schedule of insurance**.

Inflation Protection

If **you** have any unspecified **valuables** **we** will index link the amount shown on **your schedule of insurance**. **We** will use the retail price index or another appropriate index although the sum insured will be increased by up to £500 each year even if the index value is less than that amount or we have been unable to apply the index linking. **We** do not apply index linking to our standard policy limits.

3. Pairs, sets or parts

For a covered loss to a pair or set of **valuables**, **we** will pay whichever is less:

- a) to repair or replace any part to restore the pair or set to its pre-loss condition. If as a result of the repair or replacement there is a loss in value, **we** will pay the difference between the **market value** before the loss and after the loss; or
- b) the sum insured if specified on **your schedule of insurance**, or the **market value** if unspecified, for the entire pair or set when **you** surrender to **us** the undamaged item(s) of the pair or set.

In no event shall payment exceed the sum insured for that pair or set or the unspecified single item limit as shown in **your schedule of insurance**.

4. Policy excess

How your excess applies:

You must pay any **excess** shown in **your schedule of insurance**, unless **we** have said otherwise. This may include the specific **excesses** for:

- subsidence, heave or landslip
- escape of water

For full details of all **your excesses**, please refer to **your schedule of insurance**.

We will only deduct one **excess** per claim, which will be the higher of any **excesses** applicable, unless **we** have endorsed **your** policy to say otherwise.

The **excess** shown on **your schedule of insurance** for specified valuables will only apply for claims where **you** have chosen cash settlement.

5. Additional benefits

These covers are provided in addition to the sum insured shown on **your schedule of insurance** unless otherwise stated. **Your excess** applies to these covers unless otherwise stated.

Market appreciation

If, at the time of loss, the **market value** of a specified item has increased beyond the sum insured on **your schedule of insurance**, **we** will pay up to 150% of the specified amount for that item.

We will only pay this provided **you** have had, and can submit to **us**, a valuation carried out on this item within the last two years. The value on **your schedule of insurance** at the time of the loss must reflect this valuation and the valuation must be from a professional valuer who is acceptable to **us**.

Your valuable sum insured has to be increased from the date of the validation or valuation and the full additional premium paid for this cover to operate.

If only part of the specified item is lost or damaged, **we** will pay either the full amount to restore the item to its condition immediately prior to the loss or to make up the difference between its **market value** before and after the loss. If after restoration, the actual value of the item is less than its **market value** before and after the loss, **we** will pay the difference. The maximum amount **we** will pay is 150% of the specified amount for that item.

New acquisitions

We will pay for loss or damage to **your** newly acquired **valuables** up to 25% of the category that the newly acquired item would be insured under, provided **you** advise **us** within 60 days from the date of purchase and **you** pay the full additional premium from the date acquired. **We** reserve the right, at **our** discretion, not to insure the newly acquired **valuables** after the 60th day.

Jewellery in a bank or safety deposit

We will pay for loss or damage to the **jewellery** noted as in a bank or safety deposit on **your schedule of insurance**, whilst in or temporarily removed from the bank or **safety** deposit for a maximum of 30 days in any **period of insurance**. The most **we** will pay is £25,000 for any one claim.

6. Exclusions to valuables

The following exclusions apply to the **valuables** section of **your** policy. Please also refer to the 'General exclusions' (page 7) and 'General conditions' (page 9).

What is not covered:

Business property

We do not cover **valuables** owned by **you** that are held or used for any profession, **business** or employment, other than the cover **we** give **you** for **business property**.

Collectibles

We do not cover any loss or damage to **collectibles** caused by fading, creasing, scratching, tearing, thinning, colour transfer, **mould**, water vapour, rust, rot, dampness or temperature extremes.

We do not cover any loss or damage to **collectibles** caused by them being worked on or handled.

We do not cover the disappearance of an individual stamp that is insured as part of a collection of stamps, unless it is mounted in a volume and the page is also lost.

Damage by pets

We do not cover loss or damage caused by chewing, scratching, fouling, vomiting (except in the case of illness) or denting by pets.

Unattended Baggage

We do not cover loss or damage over £5,000 of or from any one bag or piece of luggage away from the **home** that **you** are not personally looking after.

Unattended vehicles

We do not cover loss or damage to **valuables** caused by theft from, in or on an unattended **motor vehicle** unless the windows are closed and all the doors and luggage compartments are locked and the items are hidden from view in a locked luggage compartment.

The maximum **we** will pay for a claim under all sections of this policy is £10,000 for any one **occurrence**.

Section C

Liabilities

1. Basis of cover

We cover **your** legal liability to pay **damages**, claimants costs and expenses for:

- accidental **bodily injury** or illness; or
- accidental loss of property or **property damage**

occurring during the **period of insurance** and incurred by **you** in a personal capacity anywhere in the United Kingdom or during a temporary visit elsewhere in the world.

There is no **excess** applicable to any claim under this liabilities section.

2. How we will settle your claim

Liability limit

The liability covers apply separately to each of **you** against whom a claim is made or a lawsuit is brought but in the end, **we** will not pay more than the liability limits, regardless of how many claims, homes or people are involved in the **occurrence**.

Defence cover

We will pay legal defence costs and legal expenses **you** incur with **our** prior written consent. In jurisdictions where **we** may be prevented from defending **you** for a covered loss, **we** will pay only those legal defence expenses incurred with **our** written consent for **your** defence. **Our** duty to defend any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in damages for that **occurrence** equals the liability shown against each benefit. Payments made as defence cover, except a settlement payment, are in addition to the maximum amount **we** will pay for any one claim.

Where **buildings** cover is provided on **your schedule of insurance** for the relevant **home**, **we** will provide **you** with the following benefits:

Property owner's liability

For **you** as the owner but not as occupier of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence** is £5,000,000.

In the event of **your** death, **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured under this section.

Defective premises liability

We will pay damages that **you** are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any private **home** which **you** previously owned or occupied and for which no other insurance covers the liability.

If **you** cancel this section of the policy, the cover provided will continue for a period of seven years in respect of any **home** insured by this section before cancellation, provided no other policy covers this liability.

The maximum amount **we** will pay for any one claim or claims arising from the one **occurrence** is £5,000,000.

Where **contents** cover is provided on **your schedule of insurance** for the relevant **home**, **we** will provide **you** with the following benefits:

Occupier's and personal liability

For **you** as the occupier but not as owner of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence**, is £5,000,000.

In the event of **your** death, **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured under this section.

Tenant's liability

As tenant of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence**, is £2,000,000. Under this benefit, **we** will pay damages that **you** become legally liable to pay as tenant following loss or damage to:

- the **home** and landlord's fixtures and fittings;
- accidental breakage of glass and sanitary-ware forming part of the **home**;
- accidental damage to cables and underground pipes providing services to or from the **home**, septic tanks, cess pits and drain inspection covers.

3. Additional benefits

Credit cards, forgery and counterfeiting

We will pay up to £25,000 for any amount **you** are legally obligated to pay resulting from:

- the theft or loss of a bank card or **credit card** issued in **your** or a **family members'** name provided the terms and conditions under which the **credit card** was issued have been followed;
- loss caused by forgery or alteration of any cheque or negotiable document; or
- loss caused by accepting in good faith any counterfeit paper currency.

At **our** discretion, **we** may defend a claim or suit against **you** or a **family member** for forgery, counterfeiting or for loss or theft of a bank card or **credit card**. These payments are in addition to any other insurance cover in force and are in addition to damages and legal costs.

Directors' or officers' liability

We will pay damages up to £5,000,000 for which **you** are legally liable arising out of any voluntary work as a director or officer for an organised charity registered in the UK.

Domestic staff liability

We will pay damages up to £10,000,000 for which **you** are legally liable resulting in **bodily injury** or damage to property of any **domestic staff**. The **occurrence** must arise from the work the person is employed to do for **you**, as a member of **your domestic staff** or in **incidental business** they do for **you** anywhere within the UK or while travelling with **you** on temporary visits overseas.

4. Liability conditions

These liability conditions, as well as the 'General conditions' on page 9, apply to the liability section of **your** policy.

Duties after a loss

If an **occurrence** which may be covered by the liabilities section arises, **you** must perform the following duties for cover to apply:

- in the event of **you** suspecting any potential loss under the '**Credit cards, forgery and counterfeiting** section' notify **us**, and any credit card, bank card or other card issuing company immediately.
- **you** must notify **us** of any potential claim under the 'Directors' and officers liability' section within ninety days of the commencement of the event giving rise to the claim.
- provide **us** with all available information including records and documentation that may help **us** in preparing a defence.
- co-operate with **us** fully in any legal defence by helping **us** to make settlement, to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**, to attend hearings and any trials and to secure and provide evidence and obtain the attendance of witnesses.

Section C

Liabilities (cont)

5. Exclusions to liability

Please also refer to the 'General exclusions' on page 7, the 'General conditions' on page 9 and the liability conditions on page 24.

What is not covered:

This policy does not provide cover for liability, defence costs or any other cost or expense for:

Aircraft, model aircraft and drones

We do not cover **personal injury** or **property damage** arising out of **you** owning, keeping or using any **aircraft**, drone or model aircraft.

Business activities

We do not cover **personal injury** or **property damage** arising out of a **business** activity or any activity intended to generate a profit carried out by **you**. However, this exclusion does not apply to any voluntary work nor does it apply to **incidental business** activities unless another exclusion applies. We do cover **personal injury** or **property damages** arising out of a **home we** insure for **you** being let out, as long as **you** have informed **us** prior to the loss.

Care, custody and control

We do not cover **property damage** to property owned by, or in the custody, care or control of **you**.

Caravans

We do not cover **bodily injury** or **property damages** arising out of the ownership, possession or use of any caravan.

Communicable disease

We do not cover **bodily injury** arising directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by **you** to anyone. We do not cover and will not pay any **damages** for any threat or exposure or any consequences arising from that illness, sickness or disease.

Contractual liability

We do not cover **bodily injury** or **property damage** arising from contracts or agreements, whether written or unwritten, which imposes a liability which would not have existed without the contract of agreement.

Dangerous dogs

We do not cover any loss or damage which **you** may be held liable for in relation to a dog defined as 'dangerous' under the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.

Defective premises liability

We do not cover:

- a) building work at any **home** not in the UK;
- b) injury or damage occurring before disposal of the **home**;
- c) liability to put right defective work for which **you** are otherwise insured and which is assumed under contract or agreement which would not otherwise attach.

Discrimination

We do not cover **bodily injury** arising out of actual, alleged or threatened discrimination or harassment due to age, sex, race, creed, national origin, handicapped status, sexual preference or any other discrimination.

Domestic staff liability

We do not cover any damages **you** are legally liable to pay to any **domestic staff** following any judgement or award given or made outside the courts of the United Kingdom or a member of the European Union.

Insured persons

We do not cover **bodily injury** to **you** or **your family members** under this policy.

Intentional acts

We do not cover **property damage** or **bodily injury** resulting from any criminal, intentional, wilful or malicious act or omission by **you**.

We also will not cover claims for acts or omissions by **you** which are intended to result in, or would be expected by a reasonable person, to cause **property damage** or **bodily injury**. This exclusion applies even in the event the injury or damage is of a different kind of degree or is sustained by a different person than expected or intended but does not apply to **bodily injury** if **you** or a **family member** acted with reasonable force to protect any person or property.

Libel, slander or defamation

We do not cover any **damages** arising from libel, slander or defamation.

Motorised land vehicles

We do not cover **bodily injury** or **property damage** arising from the ownership, maintenance, use, operation, loading or unloading of any **motor vehicles**, including their equipment, vehicle parts and accessories.

This exclusion does not apply to **motor vehicles** that are not subject to **motor vehicle** registration and which are:

- golf buggies or carts;
- toys;
- quad bikes with an engine size less than 51cc used within the grounds of the **home**;
- electric motorcycles or motorcycles with an engine size less than 51cc used within the grounds of the **home**;
- garden equipment used for domestic purposes within the boundaries of the **home**;
- vehicles used to assist a disabled person that does not require registration for the road.

Professional services

We do not cover **personal injury** or **property damage** arising out of **you** or a **family member** performing or failing to perform professional services for which **you** or a **family member** is legally responsible or licensed.

Property in your care

We do not cover **property damage** to property belonging to, or held in trust by, or in the custody or control of **you**, any **family member** or **domestic staff**.

Punitive damages

We do not cover **your** liability for punitive fines, penalties or damages.

Unlicensed firearms

We do not cover **bodily injury** or **property damage** arising from the ownership, possession or use of any unlicensed firearm.

Watercraft

We do not cover **bodily injury** or **property damage** arising from the ownership, maintenance, use, operation, loading or unloading of any **watercraft** apart from sailboards, surfboards, windsurfers or those solely propelled by oars or paddles which are hand or foot operated.

Wind powered land vehicles

We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any wind powered land vehicle.

Section D

Leisure and lifestyle protection

1. Basis of cover

The following additional benefits apply when **contents** cover is shown on **your schedule of insurance**.

Sports club and private member's club membership fees cover

The definitions of the following words are in addition to, or may replace those shown on pages 3 to 5. In this section only, the words below will have the following meanings;

Accident – An event caused suddenly by external means, which results in **bodily injury**, which is not expected and not deliberate, excluding **accident** as a result of:

- a) any professional sport or activity;
- b) active service in any armed force;
- c) alcohol or drugs taken by **you** (apart from drugs taken under medical supervision, but not for treating drug addiction);
- d) racing of any kind;
- e) scuba diving, white-water rafting, hang-gliding, paragliding, parasailing, parachuting, sky-diving, parascending, ballooning, mountaineering, rock climbing, pot-holing, caving, bungee jumping and any similar activities;
- f) flying (unless travelling as a fare-paying passenger).

Bodily Injury – Injury caused by accidental means which, within twenty-four hours of the **accident**, results solely in **you** being unable to play the sport **you** normally play, but not:

- a) sickness;
- b) disease;
- c) naturally occurring condition; or
- d) any medical disorder.

Sports club – Membership of a gymnasium or club where **you** have paid a fee to actively participate in a sport.

Private member's club – Membership of a club where **you** have paid a fee to join and which is part of The Association of London Clubs.

How we will settle your claim

For any one claim, **we** will decide to either:

- a) pay any benefit due at the end of the period of disablement; or
- b) pay any benefit due at the end of one year's membership.

It is a condition of cover that **you** must submit written advice from **your** doctor confirming the period **you** were disabled and that **you** were totally unable to play the sport to which the membership fees relate.

You must provide written evidence that **your** membership fees have been paid.

Membership fees

We will pay an amount equal to 1/30th of the monthly **sports club** or **private member's club** membership fee (or 1/365th of the annual fee) for each day of disablement if **you** are unable to use any of the facilities for which **you** have paid a membership fee as a result of an **accident** occurring during the **period of insurance**.

The most **we** will pay for any one **sports club** or **private member's club** membership is £1,000 or one year's membership fee, whichever is the lesser amount.

Golf cover

We provide cover for the following additional expenses **you** incur whilst playing golf or participating in activities at a golf club anywhere in the world unless otherwise stated or an exclusion applies:

- any **property damage** to another person's property caused by **you** playing golf, irrespective of legal liability. The most **we** will pay is £5,000,000 for any one claim.
- **we** will pay up to £500 in the event of **you** achieving a hole in one during an official competition round. This amount is increased to £750 if **you** achieve a hole in one whilst playing in an official competition away from **your** designated club. The score card and certificate from **your** club or competition secretary where the hole in one took place must be submitted in the event of a claim and evidence of **your** club membership (handicap certificate) provided if required by **us**.

In the event of payment for a hole in one becoming due, **we** will offer to make the payment towards a charity of **your** choice rather than directly to **you**, at **your** discretion.

2. Exclusions to leisure and lifestyle

The following exclusions apply to the Leisure and lifestyle section of **your** policy.

Please also refer to the 'General exclusions' (page 7) and 'General conditions' (page 9).

What is not covered:

We will not pay for any loss or damage caused by a civil authority.

We will not be liable for **sports club** or **private member's club** membership fees:

- for the first 21 days of disablement;
- if **you** cancel **your** subscription;
- if **you** are over the age of 75 years; or
- refunded by or not required to be paid to **your** club or establishment.

Section E

Legal expenses

This cover automatically applies to **your** policy and will appear on **your schedule of insurance**.

We agree to provide the cover in this section E if:

- a) we and the **appointed representative** agree that **your** claim has **reasonable prospects of success** for the duration of the claim;
- b) the incident happens within the **territorial limits** and during a period cover was in force; and
- c) any legal proceedings will be carried out within the **territorial limits** by a **court**.

Cover provided

1. Costs

We will pay **costs** in the event of the following:

a) Personal injury

An incident that causes **your** death or **bodily injury** to **you**.

But not

Any claim arising from or relating to:

- a) illness or injury which develops gradually or is not caused by a specific or sudden accident;
- b) psychological injury or mental illness unless it results from a specific or sudden accident that has also caused physical **bodily injury** to **you**;
- c) defending **your** legal rights in claims against **you**; or
- d) any claim relating to clinical negligence other than as provided for under part 1b 'Clinical negligence'.

b) Clinical negligence

Death or **bodily injury** to **you** that results from negligent surgery, clinical or medical procedure, or treatment.

But not

Any claim arising from or relating to:

- a) negligent surgery, clinical or medical procedure, or treatment that occurred before cover started;
- b) an alleged failure to correctly diagnose **your** condition; or
- c) psychological injury or mental illness unless it results from negligent surgery, clinical or medical procedure or treatment that has also caused physical **bodily injury** to **you**.

c) Contract dispute

A breach of contract claim arising out of a contract **you** have for:

- a) buying or hiring goods or services;
- b) selling goods; or
- c) buying or selling **your home**.

But not

Any claim arising from or relating to:

- a) a contract **you** entered into before cover started;
- b) advice, specification, design, construction, conversion, extension, renovation or demolition on any land or relating to any buildings where the contract value exceeds £75,000 (including VAT);
- c) a contract **you** have entered into in connection with a profession, **business**, trade or venture for gain;
- d) a contract **you** have entered into in connection with **your** employment other than as provided for under part 1e 'Employment';
- e) loans, mortgages, pensions, investments or borrowing;
- f) planning, including town and country planning; or
- g) professional negligence in connection with a matter not covered under this section E.

d) Property protection

The following disputes arising out of **you** owning or living in **your home**:

- a) a legal nuisance;
- b) a trespass to **your home**; or
- c) physical damage to **your home**.

But not

Any claim arising from or relating to:

- a) any building or land other than **your home**;
- b) planning, including town and country planning;
- c) any works by or under the order of any government or public or local authority unless the claim is for accidental physical damage;
- d) advice, specification, design, construction, conversion, extension, renovation or demolition on any land or relating to any buildings; or
- e) leases, tenancies or a licence to occupy land or buildings.

e) Employment

A dispute with **your** current, former or prospective employer in relation to **your** employment

But not

Any claim arising from or relating to:

- a) defending **your** legal rights in claims against **you**, other than defending a counter-claim;
- b) any disciplinary, investigatory or grievance procedures within the company **you** work for, and appeals against the outcomes of such procedures;
- c) settlement agreements unless there is a legal claim in the alternative; or
- d) redundancy consultations;

f) Tax protection

A full enquiry by HM Revenue & Customs that considers all aspects of **your** self-assessment tax return. The full enquiry must relate solely to **your** work as an employee.

But not

Any claim arising from or relating to:

- a) enquiries limited to specific aspects of **your** self-assessment tax return; or
- b) any **business** tax affairs (for example, where **you** are self-employed, a sole-trader or in a partnership).

g) Education

A dispute with a Local Education Authority (LEA) regarding a decision made about **your** child's education:

- school admission appeals panel – **we** will represent **you** in an appeal, following the non admittance of **your** child by a school, arranged under Section 94 of the School Standards and Framework Act 1998 as amended by Section 50 and 51 of the Education Act 2002;
- first tier tribunal – Special Educational Needs and Disability (SEND) – **we** will represent **you** at an appeal to SEND against a decision made by a Local Education Authority (LEA) regarding **your** child's education.

But not

Any claim arising from or relating to:

- a) any appeal regarding **your** child's exclusion from a school, unless the appeal can be heard at SEND;
- b) upper Tribunal Appeals, unless **we** dealt with the original SEND appeal; or
- c) upper Tribunal Appeals reported more than 14 days after the original SEND decision was received by **you**.

h) Inheritance dispute

A dispute over something left to **you** in a will.

But not

Any claim arising from or relating to:

- a) a dispute with executors regarding the management of the estate;
- b) the negligent drafting of a will;
- c) a dispute **you** have with another beneficiary regarding the administration or disposal of any property left to **you** in a will; or
- d) where a will has not been previously made, concluded or cannot be traced (intestacy).

i) Legal defence

Your work as an employee which leads to:

- a) **you** being prosecuted in a criminal court within the **territorial limits**;
- b) civil action being taken against **you** for unlawful discrimination; or
- c) civil action being taken against **you** under Section 13 of the Data Protection Act 2018.

j) Motoring prosecution

You being prosecuted for an offence connected with using or driving a **motor vehicle**. **You** must send **us** a copy of **your** summons within 7 days of receiving it.

But not

Any claim arising from or relating to:

- a) prosecutions resulting from drink or drug related offences;
- b) **you** driving a **motor vehicle** for which **you** do not have valid motor insurance;
- c) driving licence or vehicle documentation related offences; or
- d) parking or obstruction offences.

Section E

Legal expenses (cont)

2. Detention while abroad

We will pay up to £250 for the first consultation that **you** arrange with a local solicitor if **you** are arrested or held by authorities while **you** are abroad.

3. Salary while you attend jury service

We will pay **your** salary or wages for each complete half day **you** attend jury service if **you** cannot claim them back from the court or from **your** employer.

The most we will pay under 1 and 3 above, including any appeal or counterclaim, for all claims that arise from the same incident is £100,000 (including VAT).

General exclusions which apply to Legal Expenses

See also the general exclusions which apply to the whole policy.

You are not covered for any claim arising from or relating to:

- a) **costs** that relate to the period before **we** accept **your** claim;
- b) action against another person who is insured by this policy;
- c) fines, penalties, compensation or **damages** which **you** are ordered to pay by a **court**;
- d) a dispute between **you** and someone **you** live with or have lived with;
- e) a judicial review – an application for a judge to review the legality of a decision made or action taken by a public body;
- f) a dispute with **us** about this section of the policy other than as shown under 'How to complain' on page 39;
- g) incidents which begin before the cover started;
- h) loss or damage that is insured under another section of this policy or any other insurance policy; or
- i) any appeal where **we** did not provide cover for the original claim.

General conditions which apply to Section E – Legal Expenses

See also the general conditions which apply to the whole policy. General Conditions 3 and 13 on pages 9 and 11 do not apply to Section E – Legal Expenses.

1. Observing the policy terms

You must comply with all of the terms and conditions of this policy, take all reasonable precautions to minimise the cost of claims and prevent a claim from happening.

If **our** position is prejudiced as a result of **you** not observing any of the terms and conditions of this policy, **we** have the right to:

- refuse or withdraw from any claim;
- refuse to pay **costs we** have already agreed to meet; and
- claim back from **your costs** that **we** have paid.

2. Reporting your claim

- a) **You** must report full and factual details of **your** claim to **us** within a reasonable time of the **date of incident**.
- b) **You** must send **us** any information that **we** ask for that is reasonable and relevant to **your** claim (and **you** must pay any charges involved in providing this information).

3. Choosing an appointed representative

- a) If **we** accept **your** claim, **we** will appoint a **preferred law firm** to try to settle the matter without having to go to **court**.
- b) If it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose a law firm to act as the **appointed representative**.
- c) If **you** choose an **appointed representative** who is not a **preferred law firm**, they must agree to act for **you** in line with **our terms of appointment**. **You** can ask **us** for a copy. Cover for their **costs** will only commence from the date they agree to **our terms of appointment**.
- d) The **appointed representative** will enter into a separate contract of appointment directly with **you**. **You** will be responsible for **costs** incurred by the **appointed representative** which are not authorised by **us**.

4. Co-operating with the appointed representative and us

- a) If **we** ask, **you** must tell the **appointed representative** to give **us** any documents, information or advice that they have or know about.
- b) **You** must fully co-operate with the **appointed representative** and **us**, and not take any action that has not been agreed by the **appointed representative** or by **us**.
- c) **You** must keep **us** and the **appointed representative** promptly informed of all developments relating to the claim and provide **us** and the **appointed representative** immediately with all information, evidence and documents that **you** have or know about.
- d) **You** must get **our** permission before instructing a barrister or an expert witness.
- e) **We** can contact the **appointed representative** at any time, and he or she must co-operate fully with **us** at all times.

5. Barrister's opinion

If there are conflicting opinions over **reasonable prospects of success**, **you** will be required to obtain an opinion from a barrister. The choice of the barrister needs to be agreed between **you** and **us**. **You** will be responsible for paying for the opinion unless it shows that **your** claim has **reasonable prospects of success**.

6. Settling or ending your claim

- a) **You** must tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- b) **You** must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the **appointed representative** without **our** approval. **We** will not withhold **our** approval without good reason.
- c) If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, cover for **your** claim will end immediately unless **we** agree to appoint another **appointed representative**.
- d) **We** can decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings. If **your** claim is not for **damages**, **we** may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim.

- e) **We** can refuse to pay further **costs** if **you** do not accept a payment into **court**, or an offer to settle a claim, which **we** or **your appointed representative** considers should be accepted.
- f) **We** can refuse to pay further **costs** if **we** or the **appointed representative** consider that those **costs** would be disproportionate to the value of the claim.
- g) **You** must tell **us** if **your** claim no longer has **reasonable prospects of success**.
- h) **We** can refuse to pay further **costs** if **your** claim no longer has **reasonable prospects of success**.

7. Assessing and recovering costs

- a) **We** have the right to have **costs** certified by the appropriate professional body, audited by costs draftsmen **we** choose or assessed by a **court**.
- b) **You** must tell the **appointed representative** to claim back all **costs** that **you** are entitled to. If **costs we** have paid are recovered, **you** must refund them to **us**.
- c) **We** and **you** will share any **costs** that are recovered where:
 - i) **We** refused to pay further **costs** and **you** paid more **costs** to end **your** claim.
 - ii) **you** chose to pay the difference between the **costs we** offered to the **appointed representative** under **our terms of appointment** and the **costs** charged by the **appointed representative**.

We and **you** will each receive the same percentage of the recovered **costs** as originally paid.

Section F

Home Emergency

The following definitions apply to this section and are in addition to or may replace those shown on pages 3 to 5 of the policy.

In this Home Emergency section only, the words below will have the following meanings.

Authorised repairer – A person, company or organisation appointed by **us** to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage where possible.

Beyond economic repair – when the cost of repairing the boiler or appliance is more than the cost of replacing it. If **we** decide **your** boiler is beyond economic repair, **we** will pay up to £500 towards the cost of a new one.

Call out – Sending out an **authorised repairer** after **you** ask for **emergency assistance**, even if **you** then cancel **your** request.

Electrical supply – The permanent electrical system supplying power to wall sockets, switches, bulb sockets and fuse boxes which are inside **your home** and beyond the electric meter.

Emergency – An incident in the **home** that happens during the **period of insurance**, and which, if not dealt with quickly will:

- a) make the **home** unsafe or insecure for **you**;
- b) cause damage to the **home** and its **contents**; or
- c) result in the **home** losing its main source of heating, lighting or water (hot or cold).

Emergency assistance – Work carried out by an **authorised repairer** to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage.

But not

Permanently putting right paths and driveways that need to be removed or replaced in order to deal with the emergency.

Geographical limits – The United Kingdom including the Isle of Wight, Isle of Man, Northern Ireland and the Channel Islands but not the Scilly Isles or the Scottish Islands.

Home – The private **home** at the address shown in the schedule, together with integral (built in) or attached garages used for domestic purposes.

But not

Detached garages and outbuildings.

Internal plumbing and drainage – The fixed sanitary fittings, hot or cold water supply and storage and drainage systems which **you** are responsible for and that are within the **home**.

Main source of heating – The main hot water or central heating system in **your home** including:

- a) one domestic boiler;
- b) any controls forming part of the boiler; and
- c) the programmer, central heating pump, hot water cylinder, room thermostat and radiators.

But not

- a) any form of underfloor heating, solar heating system or warm air heating systems;
- b) non-domestic boiler and associated system;
- c) any boiler with an output of over 75kW;
- d) any secondary or other boiler.

Period of insurance – The period **you** are insured for, as shown in **your schedule of insurance**.

Permanent repair – Repairs or work needed to put the emergency right.

Pests

- a) wasps' nests
- b) hornets' nests
- c) mice
- d) rats
- e) grey squirrels.

Temporary repair – Repairs or work that may be needed to put an emergency right but which may need to be replaced by a **permanent repair**.

Security – The locks to doors and windows on the outside of the **home**.

Underground external drainage – The drainage pipes and sewers within the **home**, together with those underground and outside the **home** which **you** have legal responsibility for, but only as far as the junction with the mains services.

But not

Cesspits, septic tanks, treatment plants and associated pipe work and equipment.

You/Your – The person named as the policy holder in the schedule or any person authorised by **you** to be in the **home** at the time of the **emergency**.

Cover provided

If there is an **emergency** in **your home**, we will:

- a) tell **you** how to immediately protect yourself and the **home**;
- b) send an **authorised repairer** to **your home** or arrange an appointment for an **authorised repairer** to visit **your home** at an agreed time; and
- c) organise and pay the cost of providing **emergency assistance**, including the cost of the call-out, labour at the **home** and parts up to a total of £1,500 a call out including VAT for the areas detailed in this 'Home Emergency' section.

If a major **emergency** could result in serious damage or danger, **you** should immediately report it to the gas, electricity or water company, the local authority or the emergency services. If **you** ever smell gas or discover a leak, **you** should call the National Gas Emergency Number on **0800 111 999**.

1 Electrical Wiring

We will pay the cost of **emergency assistance** needed as the result of the permanent electrical supply in **your home** failing.

But not

Any electrical wiring that is not permanent, such as fairy lights, or is situated outside of the **home**, such as wiring to satellite dishes, aerials and so on.

2 Plumbing and Drainage

We will pay the cost of **emergency assistance** that is necessary as a result of an **emergency** to:

- a) internal plumbing and drainage; and
- b) underground external drainage.

But not:

- a) the costs of repairs to the underground water supply of **your home**;
- b) shared drainage facilities except within the boundary of **your home**;
- c) more than **your** share of the costs if the property is a flat or maisonette;
- d) after **your home** has been **unoccupied** for more than 60 days in a row.

3 Security

We will pay the costs of **emergency assistance** needed as a result of the locks in doors and windows on the outside of **your home** not working or being damaged.

But not:

- a) replacement locks as a result of the theft or loss of keys to the **home**;
- b) the repair or replacement of any intruder or alarm systems;
- c) damage to outside windows or glass in doors, unless it leaves the **home** unsafe or insecure;
- d) **emergency assistance** after **your home** has been **unoccupied** for more than 60 days in a row.

4 Heating

We will pay the cost of **emergency assistance** as a result of the main source of heating in the **home** failing.

But not:

- a) the cost of repairing a boiler with a maximum output of more than 75kW;
- b) gas leaks from any pipes or gas fired appliances;
- c) the cost of repairing a boiler or appliance that is, in our opinion, **beyond economic repair**;
- d) the cost of replacing the central heating boiler, storage or panel heater or appliance;
- e) the cold water supply tank, its feed and outlet;
- f) any water supply from the hot water cylinder or gas appliance, to and including the taps;
- g) repairing or replacing radiators, although **we** will pay the cost to isolate (close the connection to) leaking radiators;
- h) clearing airlocks or bleeding radiators;
- i) removal of asbestos associated with repairing the appliance or system;
- j) **emergency assistance** after **your home** has been **unoccupied** for 60 days in a row.

Section F

Home Emergency (cont)

5 Pests

We will pay for the cost of treatment needed because of **pests** in the **home** that cause an **emergency**.

But not:

- a) after **your home** has been **unoccupied** for more than 60 days in a row; or
- b) if **you** have failed to follow **our** recommendations on preventing and controlling **pests**.

6 Alternative Accommodation

We will pay for the arrangement and costs of overnight accommodation if the property becomes uninhabitable, up to £500, including VAT.

7 Alternative Heating Equipment

We will pay reasonable costs towards alternative heating equipment or a generator in the event of failure to the primary heating system or electricity supply that cannot be fixed within 12 hours of call-out.

General exclusions which apply to home emergency

We will not pay for the following:

1. The cost of providing **emergency assistance** to any **home** that is not within the **geographical limits**.
2. The cost of any work which is carried out before **we** approve it or by anyone other than an **authorised repairer**.
3. Any items that need replacing as a result of normal use such as replacement light bulbs and fuses in plugs.
4. Any loss or damage caused by uninsurable risks.
5. Any loss or damage deliberately caused by **you** or by anything **you** do not do.
6. Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, movement of the land **your home** is on (subsidence, heave or landslip), malicious damage, theft or attempted theft (except if the emergency relates to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of faulty materials.
7. Further loss or damage of any kind resulting from an **emergency**.
8. Any loss or damage arising outside the legal boundaries of the **home**, except as provided under the definition of **underground external drainage**.

9. Any loss or damage arising from public services to **your home** being interrupted or disconnected, or from the main electricity, water or gas supply system not working properly or breaking down or gas leaks.
10. Any system or equipment which has not been installed in line with the manufacturer's instructions, or has not been used properly, or altered properly, or which is faulty as a result of a manufacturer's or designer's fault.
11. Any loss or damage to any decoration, fixtures or fittings which are removed or replaced in the process of providing the **emergency assistance**.
12. Replacing the system or appliance if spare parts are not available after a reasonable search of stockists.

General conditions which apply to home emergency

1. Asking for emergency assistance

You must contact **us** immediately whenever an **emergency** arises that may result in a call out.

To ask for emergency assistance you must call the Helpline on 0800 206 1952 within 24 hours of discovering the emergency, and not contact a repairer yourself.

2. Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and to keep the **home**, its systems and appliances in a good state of repair.

3. Spare or replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement.

We cannot be held responsible for delay in supplying spare or replacement parts.

4. Pay on use

If an **emergency** that is not included under home emergency cover arises, where possible, **we** can arrange for an **authorised repairer** to call at **your home** but **you** will have to pay all costs involved and the contract for the services will be directly between **you** and the repairer. The use of this service is not considered to be a call out.

Information

Important Information About Your Policy

Monitoring and recording calls

We may monitor and record phone calls to improve **our** service and to prevent and detect fraud.

How to complain

If **you** need to complain, please call **us** on **0208 603 7157**. The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to **your** Policy, please contact the agent where it was bought or contact Confidas. If **your** complaint relates to a claim on **your** Policy, please contact the department dealing with **your** claim. If Confidas is unable to resolve **your** complaint, then they will refer it to U K Insurance Limited.

Private Insurance
8th Floor
42 The Headrow
Leeds
LS1 8HZ

If **we** cannot sort out the differences between **you** and **us**, **you** can take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to the rules made by the Financial Conduct Authority.

Their address is:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Phone: **0300 123 9123** or **0800 023 4567**.

You can visit the FOS website at www.fos.org.uk. The FOS will contact **us** for **you**.

The FOS will tell **you** its decision direct. Being referred to the FOS will not affect **your** legal rights.

If **you** are a business and for any reason **your** complaint falls outside of the jurisdiction of the FOS, then **we** will still respond to **your** complaint but if **we** cannot sort out the differences between **us**, **you** will not be able to refer the matter to the FOS. However, this will not affect **your** legal rights.

If **your** complaint relates to Section E – Legal Expenses, **you** can refer **your** complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that **you** and **we** agree on. If **you** and **we** cannot agree, then **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

Details about our regulator

Confidas Portfolio insurance policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768** or **0300 500 8082**.

Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. U K Insurance Limited is a member of this scheme.

Your right to cancel

If this cover does not meet **your** needs, please return all **your** documents within 14 days of receiving them to

Confidas
Stephenson House
2 Cherry Orchard Road
Croydon
Surrey CR0 6BA

We will return any premium paid in full as long as no claims have been made on the policy during that time. If a claim has been made, **you** will not be entitled to a refund. For cancellation after the first 14 days please refer to the General conditions section of the policy.

Your Credit Agreement

Your right to cancel your credit agreement

You have the right to cancel the credit agreement without giving any reason within 15 days of receiving it. If **you** would like to do this, please call the number printed in **your** policy booklet. **You** will need to repay the outstanding balance under the agreement within 30 calendar days from the day **you** give **us** notice that **you** wish to cancel the agreement.

You can withdraw from this agreement at any time. **You** will continue to be covered under **your** policy as long as **you** pay the full premium, otherwise **your** insurance policy will also end.

OUR SPECIALISTS AT YOUR SERVICE

We will also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

www.confidas.co.uk

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