

# Art & Private Client insurance

POLICY DOCUMENT



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

# Introduction

## Thank you for choosing Ecclesiastical

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

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

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

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com).

# Claims service and contact numbers

(not forming part of the policy)

At Ecclesiastical, we like to keep claims simple.

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

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

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## Claims promise

Our claims promise

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

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

# Making your claim

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

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

Call us on

**0345 268 6020** (UK only)

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

(24 hours a day, seven days a week)

**Claim online at**

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

**Email**

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

## Home emergency claims

This cover has been arranged by us through DAS Legal Expenses Insurance Company Limited (DAS). Their full details are shown on page 50 of this policy.

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

**0345 601 3151**

## Legal expenses claims

This cover has been arranged by us through DAS Legal Expenses Company Limited (DAS). Their full details are shown on page 50 of this policy.

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

**0345 601 3153** (UK only)

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

**Email**

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

## Travel claims

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

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

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

Please phone the assistance company on

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

**Email**

**travelassist@ecclesiastical.com**

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

If your claim relates to your personal liability, baggage and personal money, this cover is provided under Section 2 Contents and Section 5 Liabilities.

Please phone us on

**0345 603 8381** (UK only)

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

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

### For all other claims

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

Please call

**0345 606 1018** (UK only)

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

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

**Email**

**travelclaims@ecclesiastical.com**

# Helplines

## Emergency Glass Replacement

### Telephone

**0345 600 0148**

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.

## Legal and advice helplines

We have arranged the helpline services described below for the benefit of all Art and Private Client policyholders. When calling any of the emergency helpline services, please make sure that you can give your policy number.

These helplines are provided by DAS Law Limited or a preferred law firm on behalf of DAS. To help DAS check and improve their service standards, DAS records all inbound and outbound calls, except those to the counselling service.

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

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

#### Telephone

**0345 268 9124** (UK only)

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

#### Legal advice service

DAS provides confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom, any EU country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, 7 days a week. Advice about the law in other countries is available Monday to Friday from 9.00 am to 5.00 pm (other than public holidays). If you call outside these hours, DAS will arrange to call you back.

#### Tax advice

This will give you confidential advice over the phone on personal tax matters. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times a message will be taken and a return call arranged within the operating hours.

#### Identity theft

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

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

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



### **Health and medical information**

We will give you information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in your area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

### **Veterinary assistance**

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

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

### **Childcare help**

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

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

### **Home help**

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

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

### **Counselling Telephone**

**0345 266 9667** (UK only)

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

This will provide you with a confidential counselling service over the phone if you are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. You will pay any costs for using the services to which we refer you. This helpline is open 24 hours a day, seven days a week.

# General information

## Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

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

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

Tel: **0345 777 3322**

Email: **complaints@ecclesiastical.com**

### For Legal expenses or Home emergency complaints

We always aim to give you a high quality service. If you are unhappy with the service provided by an appointed representative please contact us on one of the methods below:

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

Tel: **0344 893 9013**

Email: **customerrelations@das.co.uk**

Online complaint form: **[www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)**

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within eight weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them using their details shown below.

## Ecclesiastical's promise to you

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

To resolve your complaint we will:

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

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

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: **0800 023 4567**

Email: **complaint.info@financial-ombudsman.org.uk**

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

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

## The Financial Services Compensation Scheme

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

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

For further information on the scheme you can visit the website at: **www.fscs.org.uk**

or write to:

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

Tel: **0207 741 4100 or 0800 678 1100**

Email: **enquiries@fscs.org.uk**

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

# General definitions

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

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

## **Art and antiques**

means anything that could be bought or sold at a reputable auction house including, but not limited to, paintings, works on paper, furniture, tapestries and rugs, antique guns (i.e. those not in active use), manuscripts and books, sculptures, ceramics and other brittle items, gold, silver and gold and silver-plated items, clocks and barometers, collectibles including wine collections, glass, coins, stamps and medals.

Excluding **personal valuables**.

## **Buildings**

means the buildings at the premises which belong to **you** or for which **you** are legally responsible including:

1. the **home**;
2. **fixtures and fittings**;
3. **outbuildings**;
4. driveways, terraces, footpaths, walls, gates, hedges and fences;
5. artificial playing surfaces, tennis courts, swimming pools and associated apparatus;
6. domestic fixed fuel tanks;
7. underground service pipes and cables, sewers and drains;
8. aerial and satellite dishes and their fittings and masts fixed to the buildings;
9. the following items fixed to the buildings:
  - a. wind turbines for domestic purposes;
  - b. solar panels for domestic purposes;
  - c. photovoltaic panels for domestic purposes;

excluding:

1. bridges in excess of £50,000, land piers, jetties and excavations;
2. natural or artificial:
  - a. water courses;
  - b. confines of any body of standing water including but not limited to:
    - i. dams, reservoirs, culverts in excess of £100,000, canals, moats, rivers and lakes;
    - ii. any man-made elements attaching to or forming part of such structures;

unless more specifically mentioned in the policy or on **your schedule**.

## **Business**

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

## **Business contents**

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

1. **your** business books (other than electronic business records which are covered under Business interruption paragraph 3. on page 32);
2. personal effects belonging to **employees** and visitors up to £250 per person;
3. business stock up to £500 or any higher limit agreed and noted in **your schedule**.

Excluding musical instruments and cameras and their related equipment.

**Business money**

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

**Contents**

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

1. **money**;
2. **motor vehicles**, caravans, aircraft, hovercraft and any accessory which is designed to be used with any of these (other than accessories for **motor vehicles** and caravans when they are removed and stored in **your buildings**);
3. trailers (other than trailers and non-motorised horseboxes up to five metres in length as provided for under the inner limits of the Contents section);
4. watercraft and any associated equipment (except for **watercraft** as provided for under the inner limits of the Contents section);
5. any living creatures, trees, shrubs, plants or grass (except as provided for under Other covers 5 of the Buildings section and Other covers 15 of the Contents section);
6. landlord's **fixtures and fittings**;
7. property insured separately or property specified separately elsewhere under this policy.

**Damage**

means physical loss, destruction or damage.

**Data**

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

**Depreciation**

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

**Domestic staff**

means any person who is employed by **you** or self-employed and working on a labour only basis under **your** direction, control and supervision not in connection with any business undertaking.

**Employee(s)**

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

**Excess**

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

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

**Fixtures and fittings**

means all items that are fixed to and form part of the structure of **your home** including wall decorations, bathroom suites, fitted kitchens and flooring.

**Garden statues**

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

**Geographical limits**

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

**Home**

means the dwelling shown on the **schedule**.

**Heave**

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

**Incidental business**

means

1. clerical or administrative activities;
2. the provision of bed and breakfast accommodation for a maximum of six persons at any one time;
3. loan or hiring of the home and gardens to others;
4. **incidental farming and country pursuits**;

as long as the annual income in total does not exceed £25,000.

**Incidental farming and country pursuits**

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

**Key component part**

A bath, shower unit, toilet, cistern, basin, bathroom cupboard or kitchen cupboard, worktop, sink, unit or fitted appliance.

**Landslip**

means downward movement of sloping ground.

**Market value**

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

**Marquee**

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

**Money**

means money belonging to **you** including current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), National Savings stamps or certificates, premium bonds, gift tokens, travel tickets and other season tickets.

**Motor vehicle**

means any electrically or mechanically powered vehicle other than:

1. a vehicle used only as domestic gardening equipment;
2. motorised wheelchairs and mobility scooters;
3. golf buggies or carts;
4. quad bikes and motorcycles with an engine capacity under 51cc used for domestic purposes and **incidental farming and country pursuits** only within the grounds of **your home**;
5. toys or models controlled by someone on foot;
6. electrically assisted pedal cycles (EAPCs) used in England, Scotland or Wales only;

except where cover is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation.

**Office contents**

means office furniture and equipment, stationery and office supplies **you** own or lease while at **your home**.

**Outbuildings**

means any permanent structure used for domestic or **incidental business** use within the grounds of **your home** which is not attached to the main building including greenhouses and domestic garages which belong to **you** or for which **you** are legally responsible.

**Outdoor items**

means garden furniture, ornaments and other similar items that are normally left outside other than **garden statues**.

**Personal valuables**

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

**Policy**

means this insurance document and the **schedule**.

**Reinstatement techniques and materials**

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

**Settlement**

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

**Schedule**

means the most recent document in which the covers that are in force and the amounts insured, where appropriate, are shown. This includes any clauses and the Statement of Fact.

**Subsidence**

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

**Tenant's improvements**

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

**Terrorism**

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

**Unoccupied**

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

**Watercraft**

means hand or wind propelled watercraft which is no more than five metres in length and any associated equipment, including trolleys and trailers.

**We, our, us**

means Ecclesiastical Insurance Office plc.

**You, your**

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

# General conditions

## 1 Duty of care

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

## 2 Other insurances

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

## 3 More than one property

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

## 4 Notifying us of a change

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

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

1. Any change to **your** correspondence address for this **policy**;
2. Any change to **your** occupation, trade, profession or nature of business activity;
3. If any person insured under this **policy** receives a criminal conviction which results in a custodial sentence;
4. Any planned building works (other than those automatically provided for, as explained in General condition 14);
5. If there is a change in the use of the **buildings** or change to the **business** conducted from the **buildings**;
6. If any of **your buildings** are to be **unoccupied**. If in doubt, **you** should contact **us** or **your** broker;
7. Any alteration to the fire and/or security arrangements or protections previously advised to **us**, including any fire and/or intruder alarm system no longer being maintained, operational or used or if there are any changes to the response to an alarm activation.

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

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

1. refuse to pay or reduce the amount **we** pay for the relevant claim;
2. revise the terms and/or premium of **your policy**; or
3. cancel **your policy** in accordance with General condition 6.

## 5 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund of the premium for the period up to the renewal date of the **policy**, then such charge or refund will only be made by **us** if exceeding £50 plus insurance premium tax. **We** do not make an administration charge for processing changes **you** require.

## 6 Cancelling the policy

### 1. Your right to cancel in the cooling-off period

**You** have a right to cancel this policy for any reason within the first 14 days of the start of cover (or **your** renewal date) or the date **you** receive **your** policy documentation if this is later.

No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel:



- **you** have not made a claim and
- **you** are not aware of any incidents that may give rise to a claim.

If **you** do make a claim or **you** are aware of an incident which may give rise to a claim then **you** must pay the annual premium in full.

## 2. **Your right to cancel after the cooling-off period**

If **you** do not cancel the **policy** within the 14-day cooling-off period mentioned above, the **policy** is in force and **you** are committed to pay the premium. However, **you** can still cancel the **policy** providing **you** tell **us**. As long as **you** have not made a claim or are not aware of an incident which may give rise to a claim, during the current period of insurance **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £50 plus insurance premium tax. If **you** have made a claim or **you** are aware of an incident that may give rise to a claim during the current period of insurance then you must pay the annual premium in full.

If **you** purchased **your** policy through an insurance intermediary, please contact them in the first instance. If **you** did not purchase **your** policy through an intermediary, or **you** are unable to contact **your** intermediary, please contact **us** by telephone, in writing or by email.

## 3. **Our right to cancel**

### a. **Non-payment of premium**

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

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

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

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

### b. **Other cancellation rights**

In addition to **our** rights under:

- i. non-payment of premium above; and
- ii. General condition 10 Fraudulent claims; and
- iii. General condition 12 Sanctions;

**we** have the right to cancel **your policy** at any time by giving **you** at least 14 days' notice in writing, sent by special delivery to **your** last known address, where **we** have a valid reason for doing so. **Our** cancellation letter will set out the reason why **we** are cancelling **your policy**. Valid reasons for cancelling **your policy** may include but are not limited to:

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

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

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

## 7 Making a claim

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

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

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

Tell the police as soon as reasonably possible and obtain a crime reference number for theft, vandalism or malicious acts.

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

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

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

### **Legal expenses**

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

### **Travel**

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

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

2. a. To help progress **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property. **We** may also require **your** consent to obtain information about **your** loss from the police or other relevant law enforcement agency.
- b. To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.

**We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.

- c. Following notification of **your** claim any property damaged beyond repair must be retained for at least 30 days (or any other period **we** agree) and be made available for **our** inspection.

## 8 Rights and responsibilities

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

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

## 9 Rights of third parties

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

## 10 Fraudulent claims

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

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

## 11 Misrepresentation

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

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

## 12 Sanctions

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

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

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

## 13 Assignment

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

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

## 14 Building works

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

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

# General exclusions

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

## This policy does not cover

### 1 Radioactive contamination

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

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

### 2 War risks

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

### 3 Terrorism

Part A - Property

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

1. Contamination or the threat of Contamination;
2. any action taken in controlling, preventing or in any way relating to Contamination or the threat of Contamination;

due to any act of **terrorism**.

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

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

## Part B - Third party liability

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

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

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

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

## 4 Uninsurable risks

**We** will not cover the following:

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

## 5 Pollution or contamination

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

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

## 6 Date recognition

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

**We** will not cover **damage** to any:

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

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

## 7 Indirect loss

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

## 8 Electronic risks

(Applicable to any section or part of section insuring damage to property or business interruption other than the Cyber section).

### Definition specific to this exclusion

#### *Virus or similar mechanism*

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

**We** will not cover **damage**:

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

# 1 Buildings

(Your schedule will show if this section applies)

## What is covered

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

## How we will pay your claim

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

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

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

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

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

1. architects', surveyors', engineers' and other professionals' reasonable and necessary fees;
2. the cost of demolishing the **buildings**, supporting the **buildings**, removing debris and making the site safe;
3. the cost of keeping to local authority or other legal conditions made after the **damage**.

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

## Reinstatement of sum insured

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

## Extended replacement cost

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

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

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

## Pairs and sets

In the event of **damage** to a **key component part** of a fitted bathroom suite, sanitary installation or fitted kitchen, **we** will pay the cost of renovation, repair or replacement of that **key component part**. If it is not possible to renovate, repair or replace the **key component part** **we** will pay for a replacement suite of similar quality and specification, including waste fittings, taps and trimmings, provided that once **we** have paid **your** claim **we** may take possession and ownership of any damaged and undamaged **key component part** or items of the pairs, set or suite.

### Excess waiver

**We** will waive any **excess** of £1,000 or less where **your** claim exceeds £10,000.

### Index Linking

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

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

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

## Other Covers

**This section also covers the following:**

### Temporary accommodation and loss of rent

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

**we** will pay the reasonable cost of **your** necessary alternative accommodation.

**We** will pay for the above for up to five years under cover 1. and for up to one year under cover 2.

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

### Archaeological costs

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

**We** will not pay for:

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

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

### 3 Damage to services

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



#### 4 Locating a leak

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

#### 5 Trees, plants and shrubs

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

The most **we** will pay is £2,500 per item and £50,000 in total for all claims in any one period of insurance.

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

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

#### 6 Construction materials

**We** will pay for **damage** to building work, materials, supplies and other permanent structures for which **you** are legally responsible that are used in building, conversion, renovation, extension, repair or maintenance to **your buildings**.

**We** will only insure building works, materials and supplies while located within the grounds of **your home**.

Provided that **you** comply with General Condition 14 relating to the notification of work estimated to exceed £125,000.

The most **we** will pay is £125,000 any one claim.

**We** will not pay for:

1. **fixtures and fittings** more specifically insured under Other covers 14 of this section;
2. construction materials which are the responsibility of, or are insured by, the contractor or sub-contractor;
3. **damage** where more specific insurance is in place.

#### 7 Environmental upgrades

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

1. damage to the heating system at **your home** is part of the **damage we** have agreed to pay for; and
2. the **damage we** have agreed to pay for is more than £10,000; and
3. at the time of the **damage** there is no solar, photovoltaic, wind, geothermal or air source power generating system installed at **your home**.

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

#### 8 Environmental expenses

If **we** pay under this section for **damage** to solar panels or wind turbines which are fixed to the **buildings** and used for domestic purposes, **we** will also pay for:

1. the increase in **your** energy expenses if it is necessary for **you** to purchase all of **your** electrical power from a power utility company; and

- the loss of income which would have been payable to **you** from **your** energy supplier had the **damage** not occurred.

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

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

## 9 Oil decontamination

**We** will pay the cost of decontaminating the grounds of **your home** following an identifiable, unintended and unexpected discharge of oil from a storage tank used for the heating system at **your home**.

The most **we** will pay is 5% of the **buildings** sum insured or £50,000, whichever is the less, for all claims in any one period of insurance.

## 10 Locks and keys

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

## 11 Security upgrade

**We** will pay subject to our prior agreement for the cost of upgrading **your home's** alarm and physical protections following a threat made in the course of an aggravated burglary or a criminal assault occurring at **your home**.

Subject to an overall maximum payment for security upgrades under all sections of this **policy** of £15,000.

## 12 Trespassing and fly tipping

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

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

## 13 Loss prevention

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

Subject to an overall maximum payment for loss prevention under all sections of this **policy** of £5,000.

## 14 New fixtures and fittings

**We** will increase the sum insured for **buildings** for any new **fixtures and fittings** that have been installed at **your home** provided **you** advise **us** within 60 days from the date of delivery of the materials and pay the full additional premium from the date delivered.

The most **we** will pay is 30% of the **buildings** sum insured or £250,000, whichever is the less.

## 15 Temporary removal of fixtures and fittings

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

The most **we** will pay is 30% of the **buildings** sum insured or £250,000, whichever is the less, for all claims in any one period of insurance.

**We** will not pay for **fixtures and fittings** left in unattended vehicles unless:

1. the vehicle is locked at all points of access and alarmed;
2. there are visible signs of forcible and violent entry to the vehicle;
3. the property is out of sight in a locked compartment or locked boot within the vehicle.

## 16 Damage by emergency services

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

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

## 17 Selling your home

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

## What is not covered

In addition to the general exclusions on pages 20 to 22, the following extra exclusions apply to this section:

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

## 2 Contents

(Your schedule will show if this section applies)

### What is covered

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

### How we will pay your claim

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

#### Reinstatement of sum insured

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

#### Extended replacement cost

If **you** have had an independent professional valuation that is less than three years old at the time of the loss which **we** have accepted in writing, and **you** have set **your** sums insured accordingly, **we** will pay the full cost of repairing or replacing the **contents** even if this amount is greater than the sum insured shown in **your schedule**. This cover will only be provided if **you** tell **us** about any changes **you** have made to the **contents** since the valuation was conducted and **you** amend the sum insured to account for this.

The most **we** will pay is an additional 25% of the **contents** sum insured or £250,000, whichever is the less, in total for any one claim.

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

#### Pairs and sets

In the event of **damage** to one or more component part(s) of a pair, set or suite, **we** will pay the cost of repair or replacement of the component part(s). If it is not possible to repair or replace the component part(s), **we** will pay for the repair, alteration or replacement of the whole pair, set or suite, provided that once **we** have paid **your** claim **we** may take possession and ownership of any damaged and undamaged component part(s), pair, set or suite.

#### Excess waiver

**We** will waive any **excess** of £1,000 or less where **your** claim exceeds £10,000.

#### Inner limits

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

- **personal valuables** £5,000
- **watercraft** £7,500
- trailers and non-motorised horseboxes £10,000
- **garden statues** (that are not as defined under **buildings** or **art and antiques**) £10,000
- quad bikes, motorcycles with an engine capacity under 51cc, golf buggies or carts £10,000
- digital music, video and photographs £10,000
- **office contents** £20,000

## Index Linking

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

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

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

## Other Covers

**This section also covers the following:**

### 1 Temporary accommodation and loss of rent

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

**we** will pay the reasonable cost of **your** necessary alternative accommodation.

**We** will pay for the above for up to five years under cover 1. and for up to one year under cover 2.

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

### 2 Student contents away from the home

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

The most **we** will pay is 10% of **your contents** sum insured or £50,000 any one claim, whichever is the less.

### 3 Contents in Care Homes

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

The most **we** will pay is 10% of **your contents** sum insured or £50,000 any one claim, whichever is the less.

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

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

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

## 5 Hired marquees

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

The **marquee** must be installed by the hire company according to the manufacturer's instructions.

The most **we** will pay is £50,000 any one claim.

## 6 Locks and keys

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

## 7 Security upgrade

**We** will pay subject to our prior agreement for the cost of upgrading **your home's** alarm and physical protections following a threat made in the course of an aggravated burglary or a criminal assault occurring at **your home**.

Subject to an overall maximum payment for security upgrades under all sections of this **policy** of £15,000.

## 8 Loss of oil, gas and water

**We** will pay for:

1. loss of oil, gas or metered water from the water or heating system after accidental **damage** to that system;
2. theft of oil from any storage tank used for the heating system at **your home**;

The most **we** will pay under each paragraph 1. or 2. is £25,000 any one claim.

## 9 Documents and personal data

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

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

The most **we** will pay under each paragraph 1. or 2. is £15,000 any one claim.

## 10 Credit cards and money

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

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

For credit and debit cards, cover is provided for any amounts **you** are liable to pay if **your** cards have been used without **your** permission after they have been lost or stolen, provided all the terms under which the cards were issued have been followed. For credit cards **your** card provider may cover all costs over £100 resulting from unauthorised transactions.

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

## 11 Freezer Contents

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

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

## 12 New contents

**We** will allow an increase to cover any items of **contents you** acquire during the period of insurance.

Provided that **you** advise **us** within 60 days from the date of purchase and pay the full additional premium from the date acquired.

The most **we** will pay is 30% of the total sum insured for **contents** or £250,000, whichever is the less.

## 13 Loss prevention

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

Subject to an overall maximum payment for loss prevention under all sections of this **policy** of £5,000.

## 14 Memorial headstones

**We** will pay for **damage** to memorial headstones or plaques of **your** immediate family within the **geographical limits**.

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

## 15 Trees, plants and shrubs

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

The most **we** will pay is £2,500 per item and £50,000 in total for all claims in any one period of insurance.

## Business cover

**This cover only applies if you have requested the cover and it is noted on your schedule.**

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

### Business contents

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

### Business money

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

1. loss of **business money** excluding cash, bank or currency notes, limit £100,000;
2. loss of cash, bank or currency notes used for **business** purposes while in the **buildings** or in direct transit to a bank or in a bank night safe subject to a limit of £7,500 unless contained in a locked safe in the **buildings** when the limit is increased to £10,000;

3. loss of **business money** due to misappropriation, deception or false accounting by **employees** authorised to handle money, discovered within 14 days of its occurrence, up to a limit any one person of £2,000 and in total in any one period of insurance £5,000;
4. the replacement or repair of any **business** safe in the **buildings** following **damage** by theft or attempted theft.

**We** will not pay for:

- a. loss due to items being confiscated or losing value and mistakes in receipts, payments or accounting;
- b. loss from any unattended vehicle;
- c. loss arising from fraud or dishonesty other than as provided for under 3. above.

### **Business interruption**

Business interruption cover is included as follows:

#### 1. **Loss of income**

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

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

The most **we** will pay under this paragraph is £50,000 unless stated otherwise in **your schedule**.

#### 2. **Additional expenditure**

**We** will pay for **your** additional costs necessarily and reasonably incurred for the sole purpose of reducing a loss of income as insured under 1, but not exceeding the reduction in income avoided.

The most **we** will pay under this paragraph is £50,000 unless stated otherwise in **your schedule**.

#### 3. **Business data**

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

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

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

#### 4. **Prevention of access**

**We** will pay under 1. or 2. above for **your** loss of income or additional expenditure following **damage** under the Buildings and Contents section, to property in the vicinity of **your home** which hinders or prevents access to **your home**, whether **your home** is damaged or not.

#### 5. **Loss of telephone, electricity, gas or water**

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

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

**We** will not pay for:

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

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



#### 6. **Book debts**

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

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

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

#### 7. **Professional accountants' charges**

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

### What is not covered

In addition to the general exclusions on pages 20 to 22, the following extra exclusions apply to this section.

1. **Damage** caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your home** while **your home** is **unoccupied** unless **you** keep **your home** heated throughout at a minimum constant temperature of 10 degrees Celsius or **you** shut off and drain fixed water tanks, apparatus and pipes.
2. Property insured under the Art, antiques and personal valuables section.
3. The amount of any **excess** shown in **your schedule** unless stated otherwise.
4. **We** will not make any extra payment for a reduction in the **market value** following a repair, reinstatement or replacement paid for under this section.
5. Quad bikes and motorcycles being used by any person under 17 years old.
6. **We** will not pay for **contents** left in unattended vehicles unless:
  - a. the vehicle is locked at all points of access and alarmed;
  - b. there are visible signs of forcible and violent entry to the vehicle;
  - c. the **contents** are out of sight in a locked compartment or locked boot within the vehicle.

# 3 Art, antiques and personal valuables

(Your schedule will show if this section applies)

## What is covered

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

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

## How we will pay your claim

### Specified items

For **damage** of items pairs or sets which are individually listed in an independent professional valuation, and **your** sums insured reflect this valuation, **we** will pay the amount shown for those items in the valuation.

### Unspecified items

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

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

- £30,000 for **art and antiques**
- £17,500 for **personal valuables**

### Matching items

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

### Partial damage

In the event of partial damage to any item pairs or sets **we** will pay the cost of repair plus any resulting **depreciation** but not exceeding the amount **we** would have paid under the above limits.

### Extended replacement cost

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

### For **art and antiques**

The most **we** will pay is an additional 50% of the value shown for each individual item and in no case will **we** pay more than an additional £500,000 in total for any one claim.

This includes increases to the value of art following the death of the artist during the period of insurance providing that **you** can prove the increase in value with an independent professional valuation.

### For **personal valuables**

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

### Excess waiver

**We** will waive any **excess** of £1,000 or less where **your** claim exceeds £10,000.

## Recovered property

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

1. the amount **we** paid for **your** claim, loss adjustment and recovery expenses; or
2. the **market value** of the item at the time **we** recover it;

whichever is less.

## Other Covers

**This section also covers the following:**

### 1 New acquisitions

For new acquisitions of **art and antiques** and **personal valuables** **you** acquire during the period of insurance, **we** will automatically provide cover for **damage**, provided **you** advise **us** within 60 days from the date of the purchase and pay the full additional premium from the date acquired.

The most **we** will pay for all claims in any one period of insurance for:

1. **art and antiques** is 30% of the total of the sum insured under this section or £2,500,000, whichever is the less;
2. **personal valuables** is 30% of the total of the sum insured under this section or £250,000, whichever is the less.

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

### 2 Defective title

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

**We** will only do this if:

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

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

### 3 Restoration and repair

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

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

#### 4 Emergency evacuation

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

1. **your home** becomes uninhabitable due to sudden **damage** to **your home**; or
  2. a statutory or regulatory body prohibits occupation or use of **your home**;
- until either the **damage** is rectified or the local authority allows **you** to occupy **your home** again.

#### 5 Work in progress

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

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

The most **we** will pay under this cover for all claims in any one period of insurance is £50,000.

### What is not covered

In addition to the general exclusions on pages 20 to 22, the following extra exclusions apply to this section.

1. **Damage** caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your home** while **your home** is **unoccupied** unless **you** keep **your home** heated throughout at a minimum constant temperature of 10 degrees Celsius or **you** shut off and drain fixed water tanks, apparatus and pipes.
2. The amount of any **excess** shown in **your schedule** unless stated otherwise.
3. **Damage** to an item insured under this section while in transit unless it is securely and adequately packed given the nature of the item and how it is being transported.
4. **We** will not pay for **art and antiques** and **personal valuables** left in unattended vehicles unless:
  - a. the vehicle is locked at all points of access and alarmed;
  - b. there are visible signs of forcible and violent entry to the vehicle;
  - c. the **art and antiques** and **personal valuables** are out of sight in a locked compartment or locked boot within the vehicle.

## 4 Cyber

(The schedule will show if this section applies and the cover in force)

### Definitions

The following definitions apply to the Cyber cover section:

#### **Computer virus**

means any malware, program code or programming instruction designed to **damage home systems**.

#### **Cyber event**

means

1. malicious deletion, corruption, unauthorised access to, or theft of **data**; or
2. **damage** or disruption caused by **computer virus**, **hacking** or **denial of service attack**; affecting **your home systems**.

#### **Damage**

means total or partial loss, damage, destruction, or corruption.

#### **Damages**

means

1. financial compensation **you** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **you**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
2. third parties' costs and expenses **you** have to pay as a result of a claim being brought against **you**.

#### **Data**

means facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **home systems**, but not including software and programs.

#### **Defence costs**

means costs and expenses we agree to in writing for investigating, settling or defending a claim against **you**.

#### **Denial of service attack**

means malicious and unauthorised attack which overloads any **home systems**.

#### **Hacking**

means unauthorised or malicious access to any **home systems** by electronic means.

#### **Home systems**

means any personal computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

#### **Period of insurance**

means the period of time, as shown in the **schedule**, during which **you** are covered by the policy, unless it is cancelled.

#### **Personal data**

means information which could identify **you** or allow **your** identity to be stolen or fraud to take place on **you**.

#### **Sum insured**

means the amount shown in the **schedule**.

**You/your**

means the person(s) shown in the **schedule** and all permanent members of that person's **home**, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.

For 'What is covered' 3 Cyber online liability, **you** means the person(s) shown in the **schedule** and all members of that person's family who permanently live at the **home**.

**How we will pay your claim**

The most **we** will pay for all claims **we** accept under this policy in total for the **period of insurance** is the **sum insured**, regardless of the number of claims.

If there is more than one person named in the **schedule**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**.

Defence costs

Any **defence costs we** pay will be included within, not in addition to, the **sum insured**.

Paying out the sum insured

For any and all claims arising for the **period of insurance we** may pay the full **sum insured** that applies.

When **we** have paid the full **sum insured, we** will not pay any further amounts for any claims or for associated **defence costs**.

**What is covered**

### 1 Cyber home systems damage (This cover automatically applies)

**We** will pay for the following arising as a result of a **cyber event you** discover during the **period of insurance**:

1. Home systems restoration

The cost of investigating, reconfiguring and rectifying any **damage to your home systems**, and restoring **data** (but not the cost to recreate **data** if **you** cannot restore it from other sources).

This does not include the value of **data** to **you**, even if the **data** cannot be restored.

2. Computer virus removal

The cost of locating and removing a **computer virus** from **your home systems**; and

3. Professional assistance

The cost of hiring professional consultants to make recommendations on how to prevent **your home systems** from being infected by **computer virus** or to prevent **hacking**.

### 2 Cyber crime (This cover only applies if shown in your schedule)

**We** will pay for the following which **you** discover during the **period of insurance**:

1. Fraud

**Your** financial loss as the result of a fraudulent communication or input, destruction or modification of **data** in **your home systems** which results in:

- a. money being taken from any account;
- b. goods, services, property or financial benefit being transferred; or
- c. any credit arrangement being made;

as long as **you** have not received any benefit in return.

**We** will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

2. Telephone hacking

**Your** liability to make any payment to **your** telephone service provider as the result of **hacking** into **your home systems**.

3. Cyber ransom

The cost of responding, and with **our** written agreement the payment of a ransom demand, if anyone has or threatens to:

- a. disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- b. release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation; as long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the police.

4. Identity theft assistance

The cost of identity theft assistance, and monitoring **your** credit records, to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your personal data**.

### Cyber online liability

**(This cover only applies if shown in your schedule)**

**We** will pay **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **period of insurance** as the result of:

1. Data privacy

**You** failing to secure, or prevent unauthorised access to, publication of or use of **data** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

2. Computer virus transmission

**You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus**, **hacking** attack or **denial of service attack** from **your home systems** to a third party; or

3. Defamation and Disparagement

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online.

## Conditions

1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under **your** policy **you** must:

- a. take all reasonable steps and precautions to prevent further damage or other loss covered by **your** policy;
- b. immediately tell the police about any loss or damage relating to crime and get a crime reference number;
- c. tell the person who arranged **your** policy (or **us**), providing full details, as soon after the incident or circumstances as possible;
- d. tell the person who arranged **your** policy (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

In addition **you** must also:

- i. immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under 'What is covered' 3 - 'Cyber online liability';
- ii. keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- iii. co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- iv. give **us** details of any other insurances **you** may have which may cover loss covered by this policy;
- v. attempt to recover financial loss relating to **your** claim under 'What is covered' 2 - Cyber crime from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- vi. tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

**You** must not admit responsibility or liability, or agree to pay any money or provide any services on **our** behalf, without our written permission.

## 2. Protecting data

**You** must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

## 3. Controlling defence

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

## 4. Reasonable care

**You** must:

- a. make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- b. take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your policy**.

## 5. Defence software

**Your home systems** must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

## 6. Correct information

**You** must give **us** correct information. If **you** fail to do so and:

- a. **your** failure was deliberate or reckless, **we** will treat **your policy** as if it never existed, refuse all claims and keep any premium **you** have paid. If **your** failure occurs during a change to **your policy** we will terminate **your policy** from the date of that change, refuse subsequent claims and keep any premium **you** have paid.
- b. **your** failure was careless and **we** would not have issued **your policy** had **you** told us the correct information, **we** will treat **your policy** as if it never existed and return any premium **you** have paid. If **your** failure occurs during a change to **your policy** we will treat **your policy** as though the change was not made and where appropriate return any additional premium charged for the change. **You** may want to cancel **your policy** if it does not meet **your** needs (see 'Your rights to cancel your policy').



- c. **you** failure was careless and **we** would have insured **you** on different terms had **you** given **us** correct information, **we** will;
  - i. alter the terms of **your policy** to those **we** would have imposed (other than those relating to premium); and
  - ii. reduce the amount paid or payable on any claim in proportion to the amount of additional premium **we** would have charged.

## What is not covered

In addition to the general exclusions on pages 20 to 22, the following extra exclusions apply to this section.

1. Advance fee fraud  
An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.
2. Business activities  
Any activities carried out by **you** for business or professional purposes.
3. Circumstances before **your policy** started
  - a. Circumstances which existed before any cover provided by **your policy** started, and which **you** knew about;
  - b. Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.
4. Excess  
The amount specified as the 'Excess' in the **schedule**.
5. External network failure  
Failure or interruption of any electrical power supply network or telecommunication network not owned and operated by **you**. This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by **your policy**, to the electrical power supply network, telecommunication network or other property.  
Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
6. Malicious defamation  
Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.
7. Other insured parties  
Any dispute or claim between **you**.
8. Patent  
Infringement of any patent.

## 5 Liabilities

(The schedule will show if this section applies and the cover in force)

### Definitions

The following definitions apply to the Liabilities cover:

#### **Asbestos**

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

#### **Bodily injury**

means bodily injury, death, disease or illness.

#### **Employed person**

means any **employee** or person supplied to or hired or borrowed by **you** or on **your** behalf or any volunteer, work experience student or youth training scheme participant acting under **your** direct control and supervision whilst engaged in **your business**.

#### **Event(s)**

means any one occurrence or series of occurrences arising out of or attributable to one source or original cause.

#### **Legal costs**

means:

1. claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this section of the policy.
2. a. the costs of legal representation at:
  - i. any coroner's inquest or inquiry in respect of any death;
  - ii. proceedings in any court arising out of any alleged breach of statutory duty; which may be the subject of indemnity under this section of the policy;
- b. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy;

incurred with **our** prior written consent.

#### **Pollution or contamination**

means **bodily injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water, land or the atmosphere.

#### **Products**

means goods (including containers and packaging) not in **your** custody or control sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with **your business**.

Any error in the sale, supply or presentation of such goods is included in this definition.

### How we will pay your claim

**We** will pay up to the limit of indemnity shown below or in **your schedule** whichever is the less and inclusive of **legal costs**.

The most **we** will pay for:

1. any one **event**;
2. all **events** happening during any period of insurance caused by **products**;
3. all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance;

4. any one **event** which is directly or indirectly caused by, results from or is in connection with **terrorism**; shall not exceed the limit of indemnity shown in the schedule.

## What is covered

### Property owner's liability

This cover will only apply if **you** have **your buildings** insured under the Buildings section.

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** or accidental **damage** to material property happening during the period of insurance and caused in connection with:

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

No indemnity will be provided for:

1. any profession, business or employment involving **you**;
2. the cost of remedying any defect or alleged defect in the premises disposed of.

Limit of indemnity:

£10,000,000.

### Tenant's liability

This cover will only apply if **you** have **your contents** insured under the Contents section.

**We** will indemnify **you** up to the limit of indemnity against **your** legal liability to pay damages and **legal costs** as tenant of **your home** within the **geographical limits** for **damage** to **your** landlord's property happening during the period of insurance, if such **damage** would be covered under the Buildings or Contents section of this policy, if **you** owned the property.

No indemnity will be provided for:

1. liability which arises out of any contract unless **you** would have been liable if the contract had not existed;
2. liability which arises from an agreement to maintain in force insurance against loss of or **damage** to the property and their fixtures, fittings or contents;
3. **damage** to property belonging to, held in trust or controlled by **you**.

Limit of indemnity:

£10,000,000.

### 3 Occupier's and personal liability

This cover will only apply if **you** have **your contents** insured under the Contents section.

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of accidental **bodily injury** or accidental physical damage to material property happening during the period of insurance and arising:

1. solely from **your** occupation of the **buildings** and its land within the **geographical limits**;
2. **your** occupation of any other building, caravan or boat hired or borrowed and used by **you** as temporary holiday accommodation;

3. solely in a personal capacity;
4. as an employer of any **domestic staff**;
5. in connection with **incidental business**.

No indemnity will be provided in respect of

- (a) **bodily injury** to persons or physical damage to material property which happens in the United State of America or Canada if **you** have stayed in both or either of these countries for more than 90 days in any one period of insurance
- (b) **bodily injury** to any **employed person**

Limit of indemnity:  
£10,000,000.

#### 4 Unpaid damages

Where a judgement for damages has been obtained by **you** in a personal capacity during the period of insurance by any court in the **geographical limits** for **bodily injury** or physical damage to material property and **you** have not received the full amount of any damages and costs awarded within three months, **we** will pay the amount **you** are owed.

Limit of indemnity:  
£5,000,000.

This cover applies as long as:

1. the **event** which results in the damages occurs within the period of insurance;
2. the **event** did not occur in the course of **your business** or any other profession, business or occupation;
3. there is no appeal outstanding;
4. **you** allow **us** to take action in **your** name to recover any payments and **you** repay to **us** any payment subsequently recovered by or paid to **you**.

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

This cover will only apply if **you** have **your buildings** insured under the Buildings section.

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to persons or accidental physical damage to material property happening anywhere in the **geographical limits** during the period of insurance and caused in connection with:

1. **your** ownership of land which **you** have told **us** about and which **we** have accepted in writing and does not form part of **your buildings**;
2. any new land which **you** take ownership of in the period of insurance provided **you** notify **us** within 60 days of the acquisition and pay the full additional premium from the date acquired.

Limit of indemnity:  
£5,000,000.

No indemnity will be provided for any land acquired for property development or for any business purpose.

### Business liability Cover

**These covers only apply if you have requested the cover and your schedule will show which covers you have selected.**

The following definitions apply to Business liability cover:

**Principal**

means any party (other than a director, trustee, partner or **employee of yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of **products**) in connection with **your business**.

**You, your, yours**

means the people named as insured in the **schedule** and their family who normally live with them and **your** personal representatives in respect of legal liability incurred by **you**.

Unless **we** specifically state otherwise **we** will also indemnify:

1. at **your** request:
  - a. any **principal**;
  - b. any director, trustee, partner or **employed person of yours**;
 in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**;
2. any director, trustee, partner or **employee of yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director, trustee, partner or **employee**.

**6 Employers' Liability**

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** in respect of **bodily injury** to an **employed person** caused during the period of insurance and arising out of and in the course of their employment with **you**:

1. within the **geographical limits**;
2. while temporarily outside these territories.

Limit of indemnity:

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

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

**7 Public and products liability**

**We** will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of accidental **bodily injury** to any person or accidental physical damage to material property happening during the period of insurance and caused either in connection with the **business** or by **products**.

Limit of indemnity:

£10,000,000.

No indemnity will be provided for:

1. **bodily injury** to an **employed person**;
2. advice design or specification provided for a fee or for which a fee would normally be charged;
3. **damage** to property belonging to **you** or held in **your** trust, custody or control but this exclusion shall not apply to personal effects including vehicles and their contents belonging to **employees** or visitors;
4. the making good, replacement or reinstatement of any product supplied by **you** giving rise to a claim.

**Public and products liability extensions****Cross liabilities**

If **you** consist of more than one party (and in the case of partnerships shall mean each individual partner) **we** will indemnify each party in the terms of this **policy** against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity.

### Contingent motor liability

Notwithstanding 'What is not covered' 8. on page 49 regarding motor vehicles **we** will indemnify **you** alone in respect of legal liability for **bodily injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**.

No indemnity will be provided for:

1. damage to such vehicle or any property contained or being transported in it;
2. **bodily injury** or damage arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence);
3. circumstances where **you** are entitled to indemnity under any other insurance;
4. **bodily injury** or damage arising outside the **geographical limits**.

### Data protection

#### Definition specific to this extension

##### *Data protection legislation*

means the Data Protection Act 2018 or any subsequent legislation that specifically replaces this act.

**We** will indemnify **you** against **your**:

1. legal liability to pay damages and **legal costs** for material and non-material damage;
  2. defence costs and prosecution costs awarded against **you**;
- resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**.

No indemnity will be provided for:

1. the payment of fines, penalties, punitive or exemplary damages;
2. the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
3. liability arising from or caused by a deliberate or intentional act or omission by **you**;
4. liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension;
5. legal liability where indemnity is provided by any other insurance.

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance, and in the event that a claim is first made against **you** in the period of insurance, in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for:

- a. claims not insured by this extension;
- b. any claim or notice notified later than 28 days after receipt of such claim or notice.

The total amount **we** will pay in respect of cover 1. shall not exceed £10,000,000 any one **event** and for cover 2. shall not exceed £100,000 any one **event** and in the aggregate any one period of insurance.

### Prosecution defence costs

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

1. legal costs and expenses incurred with **our** written consent;
2. costs awarded against **you**;

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of:

- a. the Health & Safety at Work etc. Act 1974;
- b. Part II of the Consumer Protection Act 1987;

- c. the Food Safety Act 1990;  
alleged to have been committed during the period of insurance in connection with the **business**.

Limit of indemnity:  
£500,000.

No indemnity will be provided:

1. where indemnity is provided by any other insurance;
2. in circumstances where **bodily injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section (apart from this extension);
3. in respect of fines or penalties of any kind;
4. in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990;
5. where the proceedings have resulted from any deliberate act or omission by:
  - a. **you** or any director, trustee, officer, committee member or partner of **yours**;
  - b. any **employee** of **yours** who has specific responsibility for compliance with the above legislation; which could reasonably have been expected to constitute a breach of the above legislation.

### Corporate manslaughter

**We** will indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided that:

1. **our** liability under this extension shall not exceed the Public & products liability limit of indemnity. This limit will form part of and not be in addition to the limit of indemnity stated;
2. where **we** have already provided an indemnity in respect of any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount already paid by **us** will be taken into account in calculating **our** liability under this extension;
3. **we** must consent in writing to the appointment of any solicitor or counsel who is to act for and on **your** behalf;
4. any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not.

Limit of indemnity:  
£5,000,000.

No indemnity will be provided:

1. where indemnity for defence costs is available from any other source or is provided by any other insurance or where, but for the existence of this extension, indemnity would have been provided by such other source or insurance.
2. in respect of any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any trustees, managerial employees, partners, directors of **yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
3. in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.

## Additional clean up costs

### Definitions specific to this extension

#### *Environmental legislation*

means any legislation enacted within the United Kingdom governing the:

1. prevention and control of pollution and contamination;
2. protection of the environment.

#### *Regulatory authority*

means any statutory authority, regulator or legal body which has authority under **environmental legislation** to legally require or order **remediation** or to conduct **remediation** itself and to recover the costs of doing so from others.

#### *Remediation*

means the minimum level of works or operations necessarily conducted under the provisions of the **environmental legislation** to investigate, treat, remove, dispose of, curtail or minimise pollution but this will not include any works or operations:

1. to reinstate, reintroduce or restore flora or fauna;
2. to restore natural habitats or species protected by **environmental legislation** or the services that those natural habitats or species perform;
3. which improve the state or condition of land or water in comparison with its state or condition immediately;

prior to the incident that caused the **pollution or contamination**.

**We** will indemnify **you** against **your** legal liability in respect of the cost of:

1. **remediation** which **you** are legally required or ordered to conduct by a **regulatory authority**;
2. reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority** arising from **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the period of insurance and in connection with the **business**.

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

**You** shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of £2,500.

The maximum amount payable under this extension shall not exceed £1,000,000 in the aggregate in respect of all incidents occurring during the period of insurance.

No indemnity will be provided in respect of the removal or disposal of any waste deposited by **you** or on **your** behalf.

## What is not covered

In addition to the general exclusions on pages 20 to 22, the following extra exclusions apply to this section:

1. **damage** to property belonging to, held in trust or controlled by **you**;
2. the cost of remedying any defect or alleged defect in premises disposed of;



3. any liability arising directly or indirectly from **pollution or contamination** unless **the pollution or contamination** is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance.  
For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
4. any liability arising from **products** incorporated in:
  - a. any craft designed to travel through air or space;
  - b. any waterborne craft which could affect its safety, navigation or propulsion;
  - c. mechanically propelled vehicles which could affect their safety;
  - d. gas, chemical, petrochemical or power generation plant which is directly connected to manufacture, processing, storage or power generation;and which have been specifically supplied by **you** for that purpose;
5. any liability arising directly or indirectly from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.  
However this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual **business** or any contract work undertaken and:
  - a. **you** have complied with any legal obligations to manage **asbestos**;
  - b. any discovery of **asbestos** by **you** is unintentional and accidental;
  - c. whereupon discovery of **asbestos** all work immediately stops;
  - d. a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out;
6. any agreement **you** have made, unless **you** would have been liable even without the agreement;
7. any fines or penalties or punitive, exemplary, aggravated, multiplied or liquidated damages;
8. **you** owning or using **motor vehicles**, caravans (other than caravans hired or borrowed and used by **you** as temporary holiday accommodation) or any craft designed to travel in, on or through water, air or space (other than **watercraft** whilst operated on inland waterways or within three miles of the coast);
9. the use of quad bikes or motorcycles by any person under the age of 17 years old;
10. the use of quad bikes, motorcycles or **watercraft** for racing, pace-making, trials or competitions;
11. any liability arising from any dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.1.21);
12. damage to **data**.

## 6 Legal expenses

(This section automatically applies)

### Guidance note

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

To make a claim under this section please call DAS on the number shown on page 6 of this policy. DAS will ask you about your legal issue and if necessary call you back at an agreed time to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a claim under this section, DAS will give you a claim reference number. At this point DAS will not be able to tell you whether you are covered but they will pass the information you have given them to their claims handling teams and explain what to do next.

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

If there is a disagreement about the way DAS handle a claim, please refer to the complaints procedure on page 10 of this policy.

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

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

Registered in England and Wales number 103274. Website [www.das.co.uk](http://www.das.co.uk) DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

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

DAS Law Limited  
North Quay  
Temple Back  
Bristol BS1 6FL

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

#### **DAS Data Protection (applying to sections 6 and 9)**

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect your personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

## **Who DAS are**

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## **How DAS will use your information**

DAS may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

DAS will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose your personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

## **What is DAS' legal basis for processing your information?**

It is necessary for DAS to use your personal information to perform their obligations in accordance with any contract that they may have with you. It is also in their legitimate interest to use your personal information for the provision of services in relation to any contract that you may have with them.

## **How long will your information be held for?**

DAS will retain your personal data for seven years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use your personal data, please contact DAS at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## **What are your rights?**

You have the following rights in relation to the handling of your personal data:

- the right to access personal data held about you
- the right to have inaccuracies corrected for personal data held about you
- the right to have personal data held about you erased
- the right to object to direct marketing being conducted based upon personal data held about you
- the right to restrict the processing for personal data held about you, including automated decision-making
- the right to data portability for personal data held about you

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
 DAS Legal Expenses Insurance Company Limited  
 DAS House  
 Quay Side  
 Temple Back  
 Bristol BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How to make a complaint

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
 Wycliffe House  
 Water Lane  
 Wilmslow  
 Cheshire SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## Definitions

The following definitions apply to the Legal expenses cover.

### Costs and expenses

1. Legal costs - all reasonable and necessary costs charged by the **representative** and agreed by DAS in accordance with the **DAS standard terms of appointment**.
2. Opponents' costs - the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with the agreement of DAS.
3. Communication costs in respect of What is covered 10 Identity Theft - costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents to help restore **your** identity and credit status.

### Countries covered

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

### DAS

DAS Legal Expenses Insurance Company Limited.

### DAS standard terms of appointment

The terms and conditions (including the amount **we** will pay to a **representative**) that apply to the relevant type of claim which could, depending on the circumstances, include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as a **representative** the amount is currently £100 per hour. This amount may vary from time to time.

**Date of occurrence**

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

**Identity theft**

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

**Period of insurance**

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

**Preferred law firm**

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS standard terms of appointment**.

**Reasonable prospects**

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

**Representative**

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

**Secondary home**

Private dwelling and or private land in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands which is owned by **you** and not used as a primary residence.

**We, our, us**

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

## What is covered

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

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

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

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000 (£50,000 in respect of What is covered 11 Inheritance Disputes and 13 Defective Title);
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time. If **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**;
3. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist; and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing the legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

## 1 Employment disputes

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

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

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

1. disciplinary hearings or internal grievance procedures;
2. any claim relating solely to **personal injury**;
3. a settlement agreement while **you** are still employed.

## 2 Contract disputes

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

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

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

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

### 3 Personal injury

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

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

1. any illness or bodily injury, which happens gradually;
2. clinical negligence (please refer to Insured incident 4 Clinical Negligence);
3. defending **your** legal rights other than defending a counter claim;
4. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.

### 4 Clinical negligence

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

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

1. the failure or alleged failure to correctly diagnose **your** condition;
2. psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

### 5 Property protection

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

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

Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

**We** will not pay for:

1. any claim relating to:
  - a. a contract entered into by **you**;
  - b. any building or land other than **your** principal or **secondary home**;
  - c. someone legally taking **your** material property from **you** whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority;
  - d. work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage;
  - e. mining subsidence;
  - f. adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or for which **you** are trying to take possession following at least 10 years of occupancy);
  - g. the enforcement of a covenant by or against **you** (a covenant is a clause in a contract, such as a deed or transfer, relating to **your** property);
2. defending any claim relating to an event that causes physical damage to material property but defending a counter claim is covered.

## 6 Planning application refusal appeals

**We** will negotiate on **your** behalf following the refusal of the Local Planning Authority to grant planning permission following **your** request for planning approval.

Provided that:

1. the maximum **we** will pay for planning application appeals is £5,000;
2. **you** must ensure **you** take all reasonable steps to ensure planning permission is granted, such as consulting with the Local Authority prior to submitting **your** application;
3. **you** must exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

**We** will not pay for claims arising from or relating to planning applications **you** make which are not for land **you** already own at the site of **your** principal home.

## 7 Tax protection

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

**We** will not pay for:

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

## 8 Jury service and court attendance

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

1. to attend any court or tribunal at the request of the **representative**; or
2. to perform jury service; or
3. to carry out activities specified in **your** identity theft action plan under insured incident 10 Identity Theft.

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

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

## 9 Legal Defence

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

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

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

1. parking or obstruction offences;
2. driving of a motor vehicle by **you** for which **you** do not have valid motor insurance;
3. any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.



## 10 Identity Theft

Identity theft support service

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

Legal costs

Following **your identity theft**:

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

Provided that:

1. **you** notify banks and building societies as soon as possible; and
2. **you** take all reasonable action to prevent continued unauthorised use of **your** identity; and
3. **you** inform **DAS** if **you** have previously suffered **identity theft**.

**We** will not pay for:

1. fraud committed by **you** or another person who is covered by this policy, under this section;
2. losses arising from **your** business activities.

## 11 Inheritance Disputes

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

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

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

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

## 12 Education Admission Appeals

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

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

## Defective title

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

Provided that:

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

## What is not covered

Any claim relating to the following:

1. Any claim where **you** have failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
4. Any legal action **you** take that **DAS** or the **representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **representative**.
5. Any claim relating to written or verbal remarks which damage **your** reputation.
6. Any claim where **you** are not represented by a law firm, barrister or tax expert.
7. **Costs and expenses** arising from or relating to a Judicial Review, coroner's inquest or fatal accident inquiry.

## Conditions

1.
  - a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as **your representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
  - b. If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **representative**.
  - c. If **you** choose a law firm as **your representative** who is not a **preferred law firm**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **representative**) is currently £100 per hour. This amount may vary from time to time.
  - d. The **representative** must co-operate with **DAS** at all times and must keep **DAS** up-to-date with the progress of the claim.
2.
  - a. **You** must co-operate fully with **DAS** and the **representative**.
  - b. **You** must give the **representative** any instructions that **DAS** ask **you** to.
3.
  - a. **You** must tell **DAS** if anyone offers to settle a claim, **you** must not negotiate or agree to a settlement without the written consent of **DAS**.
  - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.

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

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

# 7 Trustees' indemnity

(This section automatically applies)

## How we will pay your claim

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

## Definitions

The following definitions apply to the Trustees' indemnity cover.

### **Charity**

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

### **Charity money**

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

### **Trustee**

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

### **Wrongful act**

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

## What is covered

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

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

The most **we** will pay under 2. and 3. in total is £5,000 in any one period of insurance including costs and expenses.

## Other covers

### Fidelity Cover

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

1. **charity money**;
2. material property;

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

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

Cover under this extension is limited to the extent that the said loss is not reasonably recoverable from the **trustee**. The most **we** will pay is £25,000 in any one period of insurance including costs and expenses.

## What is not covered

In addition to the general exclusions on pages 20 to 22, the following extra exclusions apply to this section.

1. **We** will not pay for liability arising from:
  - a. bodily injury to any person;
  - b. an agreement unless liability would have existed without the agreement;
  - c. counselling, advice or professional services;
  - d. anything which was done when known to be a **wrongful act** or ignoring that possibility;
  - e. the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim;
  - f. failure or omission to effect and maintain adequate insurance;
  - g. infringement of intellectual property rights;
  - h. damage to material property other than covered under 'What is covered' 2. and 3. and the fidelity cover of this section;
  - i. any unexplained or inexplicable disappearance or unexplained shortage or shortages;
  - j. any legal action brought in any court of law outside the **geographical limits**;
  - k. fines, penalties or punitive, exemplary, aggravated or multiplied damages;
  - l. any claim for unfair or wrongful dismissal or any other employment dispute.
2. **We** will not pay for liability:
  - a. resulting from **you** acting in the capacity as **trustee** or administrator of any pension, retirement, or superannuation scheme or programme;
  - b. covered by any other policy;
  - c. resulting from **you** committing or condoning a dishonest, fraudulent, criminal or malicious act or omission.

# 8 Family protection

(This section automatically applies)

## Definitions

The following definitions apply to the Family protection cover.

### **Accident/accidental**

means a sudden, unexpected, unforeseen and identifiable incident.

### **Annual salary**

means the total gross basic annual salary (excluding overtime, commission or bonus payments) payable to the **insured person** at the date **bodily injury** is sustained.

If the **insured person** is paid weekly the annual salary will be calculated by taking the average gross basic weekly salary of the **insured person** for the 13 weeks prior to sustaining **bodily injury** and multiplying this amount by 52.

### **Bodily injury**

means **accidental** bodily injury resulting directly and independently of any other cause within 104 weeks in disablement or death.

### **Deferment period**

means the initial period following **bodily injury** during which the **temporary total disablement** benefit is not payable.

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

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

### **Loss of hearing**

means permanent total and irrecoverable loss of hearing in one or both ears.

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

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total and irrecoverable loss of use of a complete leg, foot, arm or hand.

### **Loss of sight**

means permanent total and irrecoverable loss of sight:

1. in both eyes resulting in the **insured person's** name being added to the Register of Blind Persons;
2. in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses.

### **Loss of speech**

means permanent total and irrecoverable loss of the ability to speak.

### **Medical expenses**

means the cost of medical surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the **insured person** in connection with a valid claim.

### **Medical practitioner**

means a medically qualified person other than an **insured person** or a relative of an **insured person**, who is currently registered with the General Medical Council in the United Kingdom (or foreign equivalent) to practice medicine.

**Paraplegia**

means the permanent total and irrecoverable paralysis of both legs.

**Period of insurance**

means the period shown in the **schedule**.

**Permanent total disablement**

means permanent total and irrecoverable disablement (other than by **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech**) from gainful employment for which they are suited by knowledge, training and experience which has lasted for 104 weeks and which in all probability will last for the remainder of life.

**Psychiatry and psychotherapy**

means the treatment of a mental disorder carried out by a psychiatrist or clinical psychologist.

**Quadriplegia**

means the permanent total and irrecoverable paralysis of both arms below the shoulder and both legs.

**Temporary total disablement**

means total disablement from engaging in or giving attention to their usual occupation for a period not exceeding 52 weeks in all from the commencement of such disablement.

**Weekly wage**

means the average weekly gross basic salary (excluding overtime, commission or bonus payments).

If the **insured person** is paid weekly this means the average gross weekly basic salary for the 13 weeks prior to sustaining **bodily injury** (or the average for the period of employment if less than 13 weeks).

If the **insured person** is paid monthly this will be calculated by dividing the **insured person's annual salary** by 52.

## How we will pay your claim

The maximum amount **we** will pay under this section in respect of all benefits to **insured persons** involved in the same accident shall not exceed £2,500,000.

In the event that the amount of all benefits payable exceeds the maximum limit **our** liability in respect of each **insured person** shall be proportionately reduced until the total does not exceed that limit.

## What is covered

### 1 Fatality at home

**We** will pay for the death of an **insured person** following **bodily injury** as a direct result of fire or **accident** at the **home** if the death occurs within 12 months of the fire or **accident**.

**We** will pay:

1. £50,000 per **insured person** over 16 years of age;
2. £10,000 per **insured person** under 16 years of age.

**We** will not pay for any:

1. **domestic staff**;
2. consequence of suicide or deliberate self-injury;
3. consequence of a criminal act by an **insured person**.

## 2 Property alteration costs

**We** will pay for alterations to the **home** made with **our** agreement which are necessary to allow an **insured person** to live at the **home** unassisted following an **insured person** sustaining **bodily injury** which results in **loss of limb(s)**, **loss of sight** in both eyes, **permanent total disablement**, **paraplegia**, **quadriplegia** or any other form of total and irrecoverable paralysis.

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

**We** will not pay for any:

1. **domestic staff**;
2. consequence of suicide or deliberate self-injury;
3. consequence of a criminal act by an **insured person**.

## 3 Assault

If during the **period of insurance** an **insured person** sustains **bodily injury** as a direct result of any sudden and unprovoked assault **we** will pay the **insured person** up to the limit as set out below.

**We** will pay the following scale of benefits:

1. Death  
£ 100,000  
Reduced to £10,000 for an **insured person** under 16 years of age.
2. **Loss of limb(s)**  
£ 100,000
3. **Loss of sight**  
£ 100,000
4. **Loss of speech**  
£ 100,000
5. **Loss of hearing**  
£ 100,000
6. **Permanent total disablement**  
£ 100,000
7. **Temporary total disablement** (per week)  
75% of **weekly wage**  
Payable for a maximum of 52 weeks with a 14 day **deferment period** subject to a maximum benefit of £1,000 per week.

Provided that:

1. benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**;
2. benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**. Once disablement is deemed permanent all weekly benefits will cease;
3. other than 2. above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident;
4. other than periodic payments for **temporary total disablement we** will not pay a benefit until the total amount has been ascertained;
5. the total amount payable under the permanent partial disablement extension in respect of any one **insured person** in connection with the same accident shall not exceed 100% of the benefit for **loss of limb(s)** or **permanent total disablement**;
6. the weekly amount payable under **temporary total disablement** in respect of any one **insured person** in connection with the same accident shall not exceed 100% of their **weekly wage**.



**We** will also pay the following:

1. **Medical expenses**

If **we** accept a claim for **bodily injury** under this section **we** will pay:

- a. **medical expenses** incurred by the **insured person** up to a maximum of £2,500;
- b. £20 a day up to £200 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment.

2. **Paralysis**

If **we** accept a claim for **bodily injury** under this section and within 24 calendar months this is the sole and independent cause of the **insured person** suffering paralysis **we** will pay:

- a. an additional 20% of the benefits payable under **permanent total disablement** in respect of **quadriplegia**;
- b. an additional 10% of the benefits payable under **permanent total disablement** in respect of **paraplegia**.

**We** will not pay for **bodily injury**:

1. arising from:
  - a. any consequence of suicide or deliberate self-injury;
  - b. any psychological or psychiatric condition other than Post Traumatic Stress Disorder;
  - c. any sickness or disease not resulting from a **bodily injury**;
  - d. any repetitive stress injury or syndrome or any gradually operating cause.
2. arising from any **insured person** taking part in practising or training for any of the following excluded activities:
  - a. flying (except as a passenger);
  - b. hunting on horseback, polo, show jumping or steeple chasing;
  - c. driving, riding or sailing in any kind of race;
  - d. playing in any sport professionally;
  - e. service in any of the armed forces.
3. directly or indirectly caused or contributed to by an act of **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause.
4. arising from travel to a destination to which the Foreign and Commonwealth Office (FCO) has advised against all or all but essential travel before the journey commences.

## Psychiatric services

If during the **period of insurance** an **insured person** sustains **bodily injury** as a direct result of any sudden and unprovoked assault, or is a witness to any sudden and unprovoked assault of any other **insured person**, or is a witness to any sudden and unprovoked assault at the **home** which within 12 months of and medically diagnosed by a **medical practitioner** as a result of the incident results in any form of mental disorder **we** will pay the **insured person** for **psychiatry and psychotherapy** provided by a registered psychiatrist or clinical psychotherapist.

**We** will pay:

1. up to £350 for an initial consultation and diagnosis following referral from the **insured persons** General Medical Practitioner or other medical doctor;
2. up to £1,650 for additional consultations;
3. a maximum per **insured person** of £2,000 per incident;
4. a maximum of £10,000 payable in respect of multiple **insured persons** for the same incident;
5. a maximum of £30,000 in the aggregate per **period of insurance**.

**We** will not pay under this section for:

1. any treatment arising from any consequence of suicide or deliberate self-injury of an **insured person** or invited guest at the **home**;
2. any treatment arising from alcohol abuse, drug abuse or substance abuse;
3. any treatment arising from any incident that has not been reported to the authorities;
4. any treatment carried out by an **insured person** or member of the **insured person's** family, unless this is referred to and agreed by **us**.

## 5 Other medical expenses

If during the **period of insurance** an **insured person** sustains **bodily injury** as a direct result of any sudden and unprovoked assault but where no claim is being made under any other cover under this section for **bodily injury**, **we** will pay the **insured person** for any reasonably incurred **medical expenses**.

The most **we** will pay is:

1. up to £2,000 per incident;
2. a maximum of £10,000 payable in respect of multiple **insured persons** for the same incident;
3. a maximum of £30,000 in the aggregate per **period of insurance**.

**We** will not pay under this cover for:

1. any treatment arising from any incident that has not been reported to the authorities;
2. any treatment carried out by an **insured person** or member of the **insured persons** family, unless this is referred to and agreed by **us**.

## 6 Sponsorship cover

If during the **period of insurance** an **insured person** sustains **bodily injury** which results in the **insured person** being unable to participate in a scheduled sponsored event **we** will pay the lost sponsorship to the **insured person's** charity for which the event was intended to benefit.

The most **we** will pay is £500 any one claim and £1,000 in any one **period of insurance**.

**We** will not pay under this cover for:

1. any claim arising directly or indirectly from a pre-existing condition;
2. any claim arising from **bodily injury** not substantiated by a written report from the treating **medical practitioner** confirming the **insured person's** inability to attend the scheduled event;
3. any monies not returned to the sponsor of the **insured person**.

## 7 Hole-in-one cover

If during the **period of insurance** an **insured person** achieves a golfing hole-in-one in an organised club event or competition **we** will pay a donation to the **insured person's** nominated charity.

The most **we** will pay is £500 any one claim and £1,000 in any one **period of insurance**.

Provided that:

1. any hole-in-one must be witnessed and confirmed in writing by a club or competition official;
2. the hole-in-one must be based on the publicly advertised distance and normal stroke par of any particular hole.

**We** will not pay under this cover for:

1. Any **insured person** who is registered as a professional golfer;
2. Any course that is advertised as a Pitch and Putt, Putting Green or Crazy Golf or similar.

## 9 Home emergency

(Your schedule will show if this section applies)

### Guidance note

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

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

**0345 601 3151**

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

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

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

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

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

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

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

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

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

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

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

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

Registered in England and Wales number 103274 Website: [www.das.co.uk](http://www.das.co.uk)

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

## Definitions

### **DAS**

DAS Legal Expenses Insurance Company Limited.

### **Emergency**

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

1. prevent damage or further damage to **your home**; or
2. make **your home** secure; or
3. relieve unreasonable discomfort, risk or difficulty to an **insured person**; or
4. address a health risk to **you** or anyone else in **your home**.

### **Emergency assistance limit**

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

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

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

### **Home(s)**

means **your** principal private residence as shown in the schedule, comprising private dwelling, garage and outbuildings used for domestic purposes or for a business use which is noted in the schedule, in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

### **Hotel accommodation**

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

### **Insured person/people**

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

### **Main heating system**

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

### **Plumbing and drainage**

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

1. pipes for which **your** water supply or sewerage company are responsible;
2. rainwater drains and soakaways.

### **Vermin**

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

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

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

## Cover

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

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

## What we will pay

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

## What we will not pay

1. Any costs per emergency which exceed the **emergency assistance limit**; and/or
2. Any costs of overnight accommodation which exceed the amounts specified under **hotel accommodation**.

## Insured incidents

### 1 Emergency repairs

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

### 2 Plumbing and drainage

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

### 3 Main heating system

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

### 4 Domestic power supply

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

### 5 Toilet unit

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

## 6 Home security

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

## 7 Vermin

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

## 8 Lost keys

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

## What is not covered

No cover applies in respect of the following.

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

16. A claim where the insured incident cannot be resolved safely by **our** approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
17. The costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if:
  - a. it cannot be repaired; or
  - b. the appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it); or
  - c. repairs will cost more than the emergency assistance limit (**we** will pay up to the emergency assistance limit for any repairs that are carried out).

## Conditions

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

# 10 Travel

(Your schedule will show if this section applies)

## Guidance note

If there are any circumstances that may give rise to a claim under this policy the **Insured person** (or his/her legal or personal representatives) must in respect of any claim, contact us using the appropriate telephone number shown on page 7 of this policy.

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

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

## Travel Information

### Guidance note - Cover for Pre-existing Medical Conditions

Please note that for the following under 'What is covered':

Cover 1 - Medical and other expenses;

Cover 2 - Cancellation or curtailment;

when you book or begin a journey we will not cover any claim due to a medical condition or a change in health of:

1. anyone insured under this policy;
2. a relative or close business colleague;

where:

- a. they knew about the medical condition;
- b. they are awaiting tests or test results connected to the medical condition;

unless the condition is normally stable, under control and no treatment has been required as an in-patient or out-patient more than once in the last 12 months or the condition is one we will accept (see list of acceptable medical conditions on page 81 'What is not covered' paragraph 9).

### Foreign and Commonwealth Office

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

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

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

### Leisure holiday activities covered

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

Please find listed below the type of leisure holiday activity covered under your policy. Please refer to the general exclusions for activities that we will not cover under your policy.

- abseiling, angling, aerial safaris, archery which is properly supervised,
- badminton, banana boating, baseball, basketball, beach games, bungee jumping (through a licensed tour operator) bobsleighting, bowls, clay pigeon shooting carried out under supervision,



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

## Definitions

The following definitions apply to the Travel cover section.

### **Assistance company**

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

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

### **Claims handler**

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

**0345 606 1018** (UK only)

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

### **Close business colleague**

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

### **Curtailment, curtailed**

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

### **Date of issue**

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

**Excess**

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

**Insured person(s)**

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

**Journey(s)**

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

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

**Loss of limb(s)**

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

**Loss of sight**

means total permanent and irrecoverable loss of sight.

**Operative time of cover**

means:

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

**Period of insurance**

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

**Permanent total disablement**

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

**Relative**

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

**United Kingdom**

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

**What is covered**

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

**Medical and other expenses**

**We** will pay:

1. up to £10,000,000 in total in respect of:
  - a. medical, hospital and treatment expenses including the cost of emergency dental treatment for the immediate relief of pain only but limited to £400 in total;
  - b. ambulance charges, cost of rescue services;
  - c. accommodation and/or travelling expenses and/or repatriation expenses to the **United Kingdom** or the Channel Islands and any similar expenses of one **relative** or friend required on medical advice to stay or travel with the **Insured person** or act as an escort for a child necessarily and reasonably incurred outside the **United Kingdom** or the Channel Islands on medical advice as a direct result of the **Insured person** sustaining accidental bodily injury or suffering the onset of illness during the **operative time of cover**;
  - d. reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured person** to his/her home or place of business within the **United Kingdom** or the Channel Islands as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **operative time of cover** of the **Insured person's relative** or **close business colleague**.
2. the reasonable charges in the event of death occurring outside of the **Insured person's** country of residence during the **operative time of cover** of:
  - a. burial or cremation of the **Insured person** in the locality where death occurs; or
  - b. transporting the **Insured person's** remains or ashes to his/her country of domicile (excluding funeral or interment costs);
 subject to **our** prior approval.

Provided that:

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

- b. prior to any repatriation arrangements being made;
- c. in the event of the death of the **Insured person** – prior to burial, cremation or transportation of the **Insured person's** remains to the **United Kingdom** or the Channel Islands.

### Reciprocal Health Agreement

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

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

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

### Cancellation or curtailment

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

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

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

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

Provided that:

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

### 3 Travel delay

If as a result of:

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

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

£50 for between four and 12 hours delay in any single leg of the **journey**;

£100 for between 12 and 24 hours delay;

£200 in excess of 24 hours delay.

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

### 4 Missed departure

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

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

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

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

- d. final international departure on the return **journey** to an airport in the Republic of Ireland from a destination outside the **United Kingdom**.

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

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

## 5 Hospitalisation

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

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

## 6 Hijack and kidnap benefit

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

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

## 7 Personal accident

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

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

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

## 8 Loss of passport

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

Provided that:

1. upon discovery notification within 24 hours of discovery must be given to the nearest British Consulate or if not holding a British passport to the **Insured person's** nearest Embassy and a written report of the loss obtained from them;

2. when not being carried by the **Insured person** the passport must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured person**.

## 9 Temporary loss of baggage

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

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

## 10 Catastrophe

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

## 11 Winter sports

### Ski equipment hire charges

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

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

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

### Piste closure

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

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

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

### Unused ski pack

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

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

## What is not covered

In addition to the general exclusions on page 20 to 22, the following extra exclusions apply to this section:

1. **We** will not pay for:
  - a. the following **excess**:
    - i. Cover 1 Medical and other expenses - This insurance does not cover the first £500 of any one claim;
    - ii. Cover 2 Cancellation or curtailment - This insurance does not cover the first £500 of any one claim;
  - b. any person aged 76 years or over at the **date of issue**;
  - c. loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any wilful, malicious or criminal act of the **Insured person** or breach of any law or enactment by the **Insured person**;
  - d. any claim caused by or arising from:
    - i. pregnancy or childbirth in respect of any **journey** starting and/or finishing within 12 weeks of the expected date of birth;
    - ii. wilfully self inflicted illness or injury, the abuse of alcohol, drug addiction, the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), solvent abuse, sexually transmitted diseases, travel where the purpose of travelling is to obtain medical treatment or advice;
    - iii. mental illness, anxiety or depression;
  - e. loss, damage, bodily injury, death, disease, illness, liability costs or expenses attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof;
  - f. death, injury, illness or disablement directly or indirectly resulting from or consequent upon the **Insured person's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured person's** own criminal act;
  - g. an **Insured person** engaging in military, naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces);
  - h. any claim directly or indirectly caused by, contributed to or arising from a **journey** to a destination where the Foreign and Commonwealth Office has advised against all travel or all but essential travel before the **journey** commences.
2. Any claim:
  - a. arising if at the time of purchasing this insurance the **Insured person** or travelling companion is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance;
  - b. if the **Insured person** travels against medical advice;
  - c. for elective medical or dental treatment or exploratory tests;
  - d. for dental work involving precious material;
  - e. for treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured person** to the **United Kingdom** or the Channel Islands;
  - f. for medical, hospital or treatment expenses which the **Insured person** knows at the time of departure on the **journey** will be required or required to be continued during the course of such **journey**;
  - g. for charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
3. The following costs and expenses unless they have been authorised by the **assistance company**:
  - a. inpatient, hospital, clinic or nursing home expenses;
  - b. repatriation transportation or additional hotel or travel costs and expenses;
  - c. burial or cremation costs outside the **United Kingdom** or the Channel Islands;



- d. charges levied for services rendered or treatment received in the **United Kingdom** or the Channel Islands;
  - e. **curtailment** not notified to and authorised by the **assistance company**.
4. The disinclination to travel of the **Insured person** or any person with whom he/she is travelling.
  5. Any trip within the **United Kingdom** unless the **Insured person** has pre-booked accommodation or travel and the trip is for a minimum of two nights.
  6. This insurance does not apply whilst the **Insured person** is engaging in:
    - a. air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier;
    - b. hunting, diving, potholing, caving, mountaineering (ordinarily necessitating the use of ropes or guides) speed or time trials or racing of any kind other than on foot.
  7. **We** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to Cover 1 – Medical and Other Expenses or Cover 7 – Personal accident.
  8. **We** shall not be liable for any claims arising directly or indirectly for **journeys** that are expected to exceed 90 days duration unless declared to and accepted in writing by **us**.
  9. This exclusion only applies to the following covers under 'What is covered':
    - Cover 1 - Medical and other expenses
    - Cover 2 - Cancellation or curtailment

At the time a **journey** begins or is booked **we** will not cover any claim arising from a medical condition or change in health of an **Insured person, relative** or **close business colleague** where:

    - a. the **Insured person relative** or **close business colleague** knew about the medical condition;
    - b. the **Insured person relative** or **close business colleague** is awaiting tests or test results in connection with the medical condition;
    - c. the **Insured person relative** or **close business colleague** is scheduled to receive treatment for the medical condition;

unless the medical condition is normally stable, under control and the **Insured person, relative** or **close business colleague** has not received treatment as an in-patient or out-patient more than once in the last 12 months or the condition is one **we** will accept (see list below).

### Acceptable Conditions

Acid Reflux or Dyspepsia

Acne

ADHD (Attention Deficit Hyperactivity Disorder)

Allergic reaction (Anaphylaxis) provided that you have not needed hospital treatment in the last two years

Allergic rhinitis

Arthritis (the affected person must be able to walk independently at home without using mobility aids)

Asthma (the diagnosis must have been made when the affected person was under the age of 50, and the asthma controlled by no more than two inhalers and no other medication)

Blindness or partial sightedness

Carpel tunnel syndrome

Cataracts

Chicken pox (if completely resolved)

Common cold or influenza

Cuts and abrasions (that are not self-inflicted and require no further treatment)

Cystitis (providing there is no ongoing treatment)

Deafness

Diabetes (controlled by diet or tablets only)

Diarrhoea and vomiting (if completely resolved)

Eczema  
 Enlarged prostate (benign only)  
 Essential tremor  
 Glaucoma  
 Gout  
 Hay fever  
 Haemorrhoids  
 Hypothyroidism - Underactive Thyroid  
 Hyperthyroidism - Overactive Thyroid  
 IBS - Irritable Bowel Syndrome  
 Ligament or tendon injury (provided the affected person is not currently being treated)  
 Macular degeneration  
 Menopause  
 Migraine (providing there are no ongoing investigations)  
 Nasal polyps  
 PMT - Premenstrual Tension  
 RSI - Repetitive Strain Injury  
 Sinusitis (providing there is no ongoing treatment)  
 Skin or wound infections (that have completely resolved with no current treatment)  
 Sinusitis  
 Tinnitus  
 Tonsillitis  
 Urinary incontinence (not related to infections)  
 Urticaria  
 Varicose veins in the legs

10. **We** will not pay for any claim directly or indirectly caused by, contributed to or arising from any new or ongoing pandemic or epidemic of disease whether arising pre or post **date of issue**. This exclusion does not apply to Section 1 - Medical & Other Expenses where **you** were already on a **journey**, subject to the following conditions:
- a) prior to **your journey** commencing, the Foreign and Commonwealth Office had not advised against all, or all but essential travel to **your** intended destination.
  - b) **you** are making every effort to return home.

## Conditions

### Precautions

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

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

## 2 Our rights in the event of a claim

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

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

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

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

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

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



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