



**YOUR  
HOME  
POLICY**



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*Masterpiece*<sup>®</sup>

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OUTRIBER

## ***Thank you for choosing Chubb Masterpiece***

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Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. *Masterpiece* was launched in the UK in 1996.

Our trademark three-step approach is designed to eliminate the pitfalls of standard insurance. Each step helps to build to the certainty of superb cover and service:

- We are the only insurer to appraise every home we insure in the UK. This means agreed and accurate sums insured, creating a transparency that speeds claim payments
- This understanding also allows us to provide remarkable worldwide all risks cover – without limiting conditions (such as insisting you keep your jewellery in a safe) or under-insurance penalties
- Finally, both steps help settle things in advance ensuring the **fast, fair** and **fuss-free** payment of claims. Whether it is simple or complex we are known for our helpfulness plus our speed of decision-making and payment.

Our Motor insurance shares a similar three-step approach and provides a remarkable combination of covers and service – including ‘agreed value’ for your car.

Please do read this policy, and I hope you’ll appreciate the scope of our cover and why we say we are *designed to be different*.

We are always endeavouring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



**Simon Mobey**

*Personal Insurance Manager for the UK & Ireland*

## ***Recent Independent Recognition***

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### **PERSONAL LINES INSURER OF THE YEAR**

*Insurance Times Awards\**

**UK Winner: 2008, 2006, 2005, 2004, 2003, 2000**

Runner up: 2007, 2002, 2001

### **MOTOR INSURER OF THE YEAR**

*Insurance Times Awards\**

**UK Winner: 2007**

Runner up: 2006

### **BEST IN THE INDUSTRY FOR CLAIM HANDLING**

*Insurance Times Broker Survey*

**Voted best in the UK: 2008, 2007, 2006**

We won the prestigious *Insurance Times* Best Claims Service award\* a record four times between 2000 and 2005, when it was discontinued.

\*Awards voted by 500 randomly selected UK brokers.

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### Your Policy

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This is Your Policy booklet which should be read alongside Your most recent Policy Schedule, any Amendment to Cover Notices and any endorsements. Together they form the contract between You and Us. They explain in detail the covers as well as any conditions You must comply with.

Please will You take the time to read and understand them. If there is anything that needs clarifying, please contact Your Insurance Broker in the first instance.

Your Policy booklet details all the covers available when You purchase a personal insurance Policy from Us. You may not have all the covers available; Your Policy Schedule will show You which covers We are providing and the sums insured where appropriate. If You are interested in increasing or adding elements of cover under this Policy please contact Your Insurance Broker to discuss Your requirements.

If You have motor insurance with Chubb You will receive a separate Policy booklet that will need to be read together with Your most recent Policy Schedule, Certificate of Insurance, any Amendment to Cover Notices and any endorsements.

You must inform Us of any changes to the information on which Your insurance is based. Failure to do so may result in Your insurance no longer being valid and claims not being met. If you are in any doubt about any change please contact Your Insurance Broker.

At renewal of Your Policy, You will be provided with an updated Policy Schedule. If there have been any changes to the cover provided under Your Policy, You will receive either an Amendment to Cover Notice or a complete new Policy booklet.

You are advised to keep Your Policy Schedule, Policy booklet, Amendment to Cover Notices and endorsements in a safe place.

***Thank you for choosing Chubb to protect Your personal property***

## Introduction and Policy Definitions

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This is Your Chubb *Masterpiece* Policy. Together with Your Policy Schedule, Amendment to Cover Notice and endorsements, it explains Your covers and other conditions of Your Policy in detail.

This Policy is a contract between You and Us.

**Please read Your Policy carefully and keep it in a safe place.**

### ***Agreement***

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We agree to provide the insurance described in this Policy in return for Your premium and compliance with all the Policy conditions.

### ***Policy Definitions***

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In this Policy, We use words in their plain English meaning. Words with special meanings are defined here or in the cover part of the Policy where they are used or have a separate meaning. Throughout the Policy, defined terms will be capitalised when used.

**Amendment to Cover Notice** means the most recent Amendment to Cover Notice We issued to You.

**Business** means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

**Covered Relative** means the following relatives of the person named in Your Policy Schedule and a spouse or partner who lives with that person:

- children, their children or other descendants of theirs;
- parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and stepgrandparents; or
- siblings, their children or other descendants of theirs;

who do not live with You, including spouses or domestic partners of all the above.

**Deductible** means that amount We will subtract from any covered loss We pay.

**Family Member** means any member of Your household residing with You.

**Occurrence** means any loss or accident to which this insurance applies which first occurs within the Policy Period. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one occurrence.

**Policy** means Your entire Chubb *Masterpiece* Policy booklet, including the Policy Schedule, Amendment to Cover Notice, endorsements, and any mortgagee's Policy Schedule.

**Policy Period** means the period of cover shown in Your most recent Policy Schedule.

**Policy Schedule** means the most recent Policy Schedule We issued to You.

**You** and **Your** means the person named in the Policy Schedule and a spouse or partner who permanently resides with that person.

**We, Our** and **Us** means Chubb Insurance Company of Europe SE or any other member insurer of the Chubb Group of Insurance Companies.

# Making a Claim and Key Contact Details

## *Making a Claim*

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To make a claim, in the first instance please contact Your broker or call Our telephone numbers listed below. Our telephone services are manned 24 hours a day, 7 days a week. During office hours it is manned by Chubb claim staff, and out of hours by Our selected specialist partners. Out of office hours, You can make the initial advice of a claim to Chubb Insurance Company of Europe SE by advising the operator at Our selected specialist partner when a loss occurs at Your residence, or in relation to a loss under the hired or borrowed motor car cover whilst in the United States or Canada. The operator will then ensure that the information is passed to Us. We will contact You the next business day if possible.

When an emergency occurs requiring a tradesman such as a plumber, electrician or glazier, simply telephone any of the numbers below quoting Your *Masterpiece* Policy number. You will be put through to an operator who is trained to help You deal with the emergency. Please note that You are responsible for the payment of any fees or costs resulting from the use of these services not covered by Your Policy.

Calling from inside the UK: **0800 018 0678**

Calling from outside the UK: **+44 20 7031 3905**

### **Our Address:**

Chubb Insurance Company of Europe SE, 106 Fenchurch Street, London EC3M 5NB

## *Making an Annual Travel claim*

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Annual Travel Cover only applies to Your Policy if shown in Your Policy Schedule.

Through Our selected specialist partners You have access to a 24 hour Helpline. If You need pre-travel advice or a medical emergency occurs during an overseas Journey and You need special support, assistance, or advice, please contact the 24 hour Helpline where highly experienced co-ordinators will manage Your call. Please ensure that You have details of Your Policy and any other relevant information to hand.

### **24 hour International medical emergency service.**

Calling from inside the UK: **0800 018 0678**

Calling from outside the UK: **+44 20 7031 3905**

### **Send Your Annual Travel claim to the Travel Claims Department:**

*Masterpiece* Travel Claims, Chubb Insurance Company of Europe SE,  
106 Fenchurch Street, London EC3M 5NB

## *Receiving Your claim payment*

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You may elect to receive Your claim payment via electronic fund transfer rather than via cheque. This means Your claims payment will be sent directly from Our bank account to the bank account which You have provided to Us. When discussing Your claim with Your broker or Us, please provide Your appropriate bank account number, bank name and sort code details.

## *Making a House and Contents Legal Expenses claim*

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House and Contents Legal Expenses Cover only applies to Your Policy if shown in Your Policy Schedule. Through Our partner, ARAG Legal Services, You have access to a 24 hour Helpline. You may contact ARAG directly to:

- report a potential claim under the House and Contents Legal Expenses section of Your Policy; or
- access their Legal and Tax advice service. Use of the legal and tax advice service does not in itself constitute reporting of a House and Contents Legal Expenses claim.

You do not have to contact Chubb to make such a claim.

### **ARAG Legal and Tax advice service:**

Through ARAG You also have access to a 24 hour advice service in the event of a legal or tax problem. We would strongly recommend that You initially take advantage of this confidential service which ARAG provide as part of Your House and Contents Legal Expenses Cover. The advice covers any personal legal or tax matter and You can use this service as often as You like. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

### **If You have a Legal Expenses query or claim, or for Legal and Tax advice:**

Call ARAG on **0800 018 0678**

### **Send Your House and Contents Legal Expenses claim to:**

ARAG Legal Services, Froomsgate House, Rupert Street, Bristol, BS1 2QJ

**About ARAG and  
Our specialist partners**

The out-of-office Helpline, the 24 hour international medical emergency service and ARAG Legal Services have been arranged by Us for Your convenience.

All telephone calls to ARAG and Our selected specialist partners are monitored and recorded as part of Our training and quality assurance programmes.

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***If You have a Direct Debit or Credit Card Payment query***

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If You wish to pay Your premium direct to Chubb Insurance Company of Europe SE using either the direct debit facility, or credit or debit card payment facility please contact Us on:

**Tel: 0800 111 511**

Please also use the above telephone number for any existing direct payment queries.

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***Complaints Procedure***

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We aim to provide customers with the highest possible level of service at all times. If You are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the Policy for You or contact Us at:

Personal Lines Manager, Chubb Insurance Company of Europe SE,  
106 Fenchurch Street, London EC3M 5NB Tel: 020 7956 5000

If You remain dissatisfied, You may either ask the Financial Ombudsman's Service to review Your case, or contact the Association of British Insurers for assistance. They may be contacted at the following addresses:

Insurance Division, The Financial Ombudsman's Service,  
South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800

Consumer Information Department, The Association of British Insurers,  
51 Gresham Street, London EC2V 7HQ Tel: 020 7600 3333

Following these procedures will not affect Your right to take legal action against Us.

**Financial Services  
Compensation Scheme**

Chubb subscribes to the Financial Services Compensation Scheme. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme,  
7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN

**Registered office**

Chubb Insurance Company of Europe SE,  
106 Fenchurch Street, London EC3M 5NB, England  
Telephone: +44 (0)20 7956 5000 Fax: +44 (0)20 7956 5900  
A European company incorporated in England & Wales.  
Authorised and regulated by the Financial Services Authority.

## Policy Conditions

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This part of Your Policy details the terms and conditions which form part of Your Policy. Please note that these Policy Conditions apply in addition to the Special Conditions stated in each cover part of Your Policy.

### *Policy Conditions*

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These conditions apply to Your Policy in general and to each cover in it.

<b>Material facts</b>	<p>You, a Family Member or a Covered Person must notify Us of any material facts which may affect Your Policy. We reserve the right to amend the conditions of Your Policy and the premium.</p> <p>Failure to notify Us of any material facts may invalidate Your Policy or may result in any loss not being covered under Your Policy.</p> <p>If You are unsure what information may be material to Your Policy, please contact Your insurance broker or Us for advice.</p>
<b>Policy Period</b>	<p>The effective dates of Your Policy are shown in the Policy Schedule. Those dates begin and end at 00.01 standard time at the mailing address shown in Your Policy Schedule.</p> <p>All covers on this Policy apply only to Occurrences that take place during the Policy Period as specified in Your Policy Schedule.</p>
<b>Liberalisation</b>	<p>We may extend or broaden the cover provided by this Policy. If We do this during the Policy Period or within 60 days before the Policy Period commences without increasing the premium, then the extended or broadened cover will apply to an Occurrence after the effective date of the extended or broadened cover.</p>
<b>Transfer of rights</b>	<p>If We make a payment under this Policy, We will assume any recovery rights You, a Family Member or a Covered Person has in connection with that loss, to the extent We have paid for the loss.</p> <p>All of Your rights of recovery will become Our rights to the extent of any payment We make under this Policy. You, a Family Member or a Covered Person must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give Us all the information and assistance necessary for Us to achieve a settlement.</p>
<b>Application of cover</b>	<p>Cover applies separately to You, a Family Member or any Covered Person. However, this provision does not increase the amount of cover for any one Occurrence.</p>
<b>Duplicate cover</b>	<p>If a loss is covered under more than one part of this Policy, We will pay You under the part giving You the most cover but not under more than one part. However, when both Valuable Articles Unspecified cover and Contents cover are shown in Your Policy Schedule, and a loss is covered under both parts, Your amount of cover will equal the combined total of both the Contents and Valuable Articles Unspecified limits, subject to the Contents Special Limits and Policy provisions. In no event will We make duplicate payments.</p> <p>When Valuable Articles Specified cover is shown in Your Policy Schedule, Your amount of cover is limited to the specified sum insured for that Valuable Article as shown in Your Policy Schedule.</p>
<b>Other insurance</b>	<p>If at the time of an Occurrence under this Policy there is any other insurance covering the same loss, damage, accident or liability or any part thereof, We will only pay Our proportion of the claim.</p>
<b>Assignment</b>	<p>You cannot transfer Your interest in this Policy to anyone else without Our written agreement.</p>
<b>Policy changes</b>	<p>This Policy can be changed only by a written amendment We issue.</p>
<b>Bankruptcy insolvency</b>	<p>We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or their estate becomes bankrupt or insolvent.</p>
<b>Building works</b>	<p>You or a Covered Person must provide Us with the full details of any building work exceeding £50,000 to take place at any of Your residences shown in Your Policy Schedule before the building works begin. Failure to notify Us may result in any loss or any ensuing loss directly or indirectly caused by or relating to such building works not being covered under Your Policy.</p>
<b>Maintenance</b>	<p>You must maintain Your property in a good state of repair and You must repair any partial loss or damage to Your property.</p>
<b>Loss payee</b>	<p>If a loss payee is named in this Policy, any loss payable will be paid to the loss payee and You, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of the loss payees as shown in Your Policy Schedule. We cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on Your part.</p> <p>If We deny Your claim, that denial will not apply to a valid claim of the loss payee, provided that the loss payee:</p> <ul style="list-style-type: none"><li>• notifies Us of any change in ownership or substantial change in risk of which the loss payee is aware;</li><li>• pays any premium due under this Policy on demand if You have neglected to pay the premium; and</li><li>• submits a signed, sworn statement of loss within 60 days after receiving notice from Us of Your failure to do so.</li></ul> <p>All Policy conditions apply to the loss payee. If the Policy is cancelled or not renewed by Us, the loss payee will be notified at least 10 days before the date cancellation or non-renewal takes effect</p>

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If We pay the loss payee for any loss and deny payment to You, then:

- We will be subrogated to all rights of the loss payee granted under the loan on the property; or
- at Our option, We may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, We will receive a full assignment and transfer from the loss payee and all securities held as collateral to the debt.

Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee's claim.

**Mortgagees non-invalidatio**

The rights of the mortgagee under this Policy will not be prejudiced by any act of the mortgagor of Your house provided that the mortgagee gives notice in writing to Us immediately on becoming aware of such act and pays any reasonable additional premium.

**Assistance**

You, a Family Member, or a Covered Person must provide Us with all available information. This includes any papers in the case or other documents which may help Us in the event that We provide a defence.

**Legal action against Us**

You agree not to bring legal action against Us unless You have first complied with all conditions of this Policy.

**Examination under oath**

We have the right to examine under oath, as often as We may reasonably require, You, any Family Members and any Covered Persons. We may also ask You, a Family Member or a Covered Person to give Us a signed description of the circumstances surrounding a loss and Your or their interest in it, and to produce all records and documents We request and permit Us to make copies.

**Your cancellation**

To cancel You should initially contact the person who arranged the Policy for You, or contact Us directly.

You have a statutory right to cancel the Policy within 14 days of receipt of the Policy documentation or 14 days from the effective date of the Policy, whichever is the later. We will refund any premium You have already paid, but may retain a proportion of such premium that relates to the time on risk and in addition an administration fee if You have made a claim. Any refund will be paid within 30 days of receipt of Your cancellation notice.

If You decide not to continue with the Policy any time thereafter, You may cancel this Policy or any part of it at any time by returning it to Us or notifying Us in writing of the future date which the cancellation is to take effect. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by You.

**Our cancellation**

We may cancel this Policy by giving You 7 days written notice by recorded delivery at Your last known address. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by You.

**Cancellation following non-payment of premium**

If Your Policy premium is not paid when due, Your Policy will be considered void and of no effect. We will not pay any claim under Your Policy unless You have paid Your Policy premium.

If You pay Your Policy premium by monthly instalments and an instalment remains unpaid after 14 days, We may cancel Your Policy from the date the last instalment was due. If the initial instalment premium has not been paid, this Policy will be considered void and of no effect and We will not pay any claim under Your Policy.

**Refund**

In the event of cancellation by You or by Us, We will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by You. However, We will not refund any premium in the event We have paid a claim for:

- a lost or totally destroyed Valuable Article;
- a loss for the maximum sum insured provided under any coverage part(s) of this Policy.

**Choice of Law**

This Policy will be interpreted and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

**Data Protection Notice**

Chubb collects and processes personal information about You, such as Your name, address, Policy number and any other personal details You provide to Chubb (directly or through Your broker) in order to provide You with insurance and claims services. Chubb will treat this information in accordance with applicable data protection law.

For Policy administration purposes, Chubb will use and store Your personal information on an electronic database, which may also be available to selected authorised representatives of member insurers of the Chubb Group of Insurance Companies operating outside Europe. Chubb has taken reasonable measures to protect Your personal information once it is transferred outside Europe in accordance with their normal data security policies. Chubb may also disclose Your personal information to outside parties, such as premium collection agencies, reinsurers, outside counsel and claims administrators, to facilitate the provision of insurance and claims services to You, or as allowed by law.

## Special Property Conditions

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In addition to the Policy Conditions, the following Special Property Conditions apply to Your Deluxe House Cover, Deluxe Contents Cover and Valuable Articles Cover of Your Policy.

**Duties after a loss** In case of a loss which this Policy may cover, You or a Family Member must perform the following duties for cover to apply:

*Notification* You or a Family Member must notify Us or Your broker of the loss or damage as soon as possible. In case of theft or accidental loss, You or a Family Member must also notify the police or other similar competent authority as soon as possible.

*Protect property* You or a Family Member must protect property from further damage and make any emergency repairs that are necessary to protect the property. You or a Family Member must also keep an accurate record of expenses incurred. We will pay the reasonable costs incurred to protect the property from further damage at Our discretion. This will not increase the amount of cover that applies.

*Prepare an inventory* You must prepare an inventory of damaged, lost or stolen personal property, describing the property in full. It should show in detail the amount insured under Your Policy and actual amount of the loss. Attach bills, receipts and other documents to support Your inventory.

*Display property* You must show Us the damaged property when We ask.

*Proof of loss* You or a Family Member must submit to Us, within 60 days after We request, a signed, sworn proof of loss which documents, to the best of Your or their knowledge and belief:

- the time, cause and full circumstances of loss;
- interest of the insured and all others in the property involved and all liens on the property;
- other insurance which may cover the loss;
- changes in title or occupancy of the property during the term of the policy;
- specifications and repair or replacement estimates for any damaged property; and
- receipts and documentation for additional living expenses and loss of rent incurred.

**Insurable interest** We will not pay for any loss or damage to property in which You or a Family Member does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in covered property, We will not pay for an amount greater than the insurable interest attributable to You or a Family Member, up to the amount of cover that applies.

**Abandoning property** You or a Family Member cannot abandon any property to Us without Our prior agreement, or to a third party unless We agree.

**Carrier and bailees** We will not make any payments under this Policy to the benefit of any carrier or other bailee of damaged property.

## Policy Exclusions

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This part of Your Policy details exclusions which apply to each and every part of this Policy. Please note that these Policy Exclusions apply in addition to the Special Exclusions stated in each cover part of Your Policy.

### *Policy Exclusions*

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The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

- Intentional acts** We do not cover any loss or damages caused intentionally by You, a Family Member, a Covered Person or by a person directed by You, a Family Member or a Covered Person to cause a loss or damage. But We do provide cover for You, a Family Member or a Covered Person who is not responsible for causing such loss or damage.
- Acts of war** We do not cover any loss or damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.
- Sonic bangs** We do not cover any loss or damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Nuclear, biological, chemical or radiation hazard** We do not cover any loss or damages caused directly or indirectly by nuclear reaction, radiation, or biological, chemical, or radioactive contamination, regardless of how it was caused. But We do insure ensuing covered loss due to fire resulting from a nuclear reaction unless another exclusion applies.
- Mould** We do not provide coverage for the presence of Mould, however caused, or any loss or damages caused by Mould. But We do cover Mould resulting from fire or lightning unless another exclusion applies.
- Mould** means fungi, mould, mould spores, mycotoxins, and the scents and other by-products of any of these.
- Concealment or fraud** We do not provide cover if You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf has concealed or misrepresented any material fact relating to this Policy before or after inception of Your Policy.

## Deluxe House Cover

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Deluxe House Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides insurance against all risks of physical loss to Your House. In Deluxe House Cover, a covered loss includes all risks of physical loss to Your House unless stated otherwise in Your Policy or an exclusion applies.

**House** means the main dwelling and attached buildings including service pipes, cables and underground tanks supplying the main dwelling and attached buildings, at each location named in Your Policy Schedule.

### How We Will Pay Your Claim

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**Sum insured** The sum insured for each House is shown in Your Policy Schedule. To help You and Us agree on the appropriate sum insured, We will conduct appraisals of Your House. The sum insured may be changed when appraisals are conducted and when the Policy is renewed to reflect current costs and values.

**Rebuilding cost** means the lesser of the amount required at the time of loss to repair, replace or rebuild Your House or Other permanent structure, at the same location, using the same design and with the same quality of materials and workmanship which existed before the loss. This includes Fees and associated costs, plus the cost of complying with building regulations, local authority or other statutory requirements made necessary by the loss. Rebuilding cost also includes the reasonable expenses You incur to remove debris of a covered loss. Rebuilding cost does not include payment for the excavation, replacement or stabilisation of land.

**Fees and associated costs** means architects', surveyors', and legal fees necessarily incurred to repair, replace or rebuild, but excludes any fees incurred in preparing or furthering any claim under this Policy.

**Inflation protection** During the Policy Period, the sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, Your sum insured will include any increase in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or if this index is not available, an alternative index as We shall determine. Your sum insured will also continue to be adjusted daily to reflect the current effect of inflation during a covered loss.

**Deductibles** A basic Deductible listed in the Policy Schedule applies to each and every covered loss but it does not apply to an individual covered loss of more than £10,000 under Your Policy. When appropriate, the Vacant House or Subsidence Deductible will apply instead of the basic Deductible; these Deductibles are not waived on any covered loss.

*Vacant House Deductible* If the House has been substantially empty of furnishings and contents for more than 30 consecutive days at the time of a covered loss, and You did not notify Us it would be vacant, the Deductible will be increased to 5% of the sum insured (unless it is already greater).

*Subsidence Deductible* In lieu of the basic Deductible, a Deductible of £1,000 applies to each covered loss due to subsidence, heave or landslip unless a higher Deductible already applies.

**Payment basis** Your Policy Schedule indicates the payment basis for Your House.

*Extended replacement cost* If the payment basis is Extended replacement cost, We will pay the Rebuilding cost even if this amount is greater than the sum insured shown in Your Policy Schedule.

*Replacement cost* If the payment basis is Replacement cost, We will pay the Rebuilding cost up to the sum insured for Your House or the sum insured for Other permanent structures as shown in Your Policy Schedule, whether or not You actually repair, replace or rebuild.

Extended replacement cost and Replacement cost are provided on the condition that You maintain at least the sum insured for Your House and Other permanent structure(s) as previously agreed, including any adjustments by Us based on appraisals, re-evaluations and annual adjustments for inflation.

Extended replacement cost and Replacement cost are subject to the following:

**Your duty** It is Your duty to maintain an appropriate sum insured and to reduce the possibility of being underinsured and to advise Your broker of any additions, alterations or renovations to Your House or Other permanent structures. You must notify Your broker at the beginning of construction so that the sum insured for Your House or Other permanent structures as shown in Your Policy Schedule can be adjusted to reflect the proper Rebuilding Cost. You may apply for Extended replacement cost payment basis when the construction is complete, by notifying Your broker.

If You do not repair, replace or rebuild Your House or Other permanent structure(s) at the same location, Your payment basis will be Replacement cost.

If You cannot repair, replace or rebuild Your House because Your primary mortgagee or its assignees has recalled Your mortgage, We will pay up to the sum insured shown in the Policy Schedule for Your House.

If You have a partial loss to Your House and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, We will only pay the Rebuilding cost, less depreciation.

**Sale of the House** If You enter into a contract to sell Your interest in any House shown in Your Policy Schedule and, between exchange of contracts (or in Scotland, the offer to purchase) and completion of the Sale, the House is damaged by any covered loss, the purchaser shall be entitled to the benefit of this insurance in respect of such loss when the sale is completed, provided the House is not otherwise insured by the purchaser or on their behalf.

## Extra Covers

These covers are included in Your Deluxe House Cover and are in addition to the sum insured for Your House unless stated otherwise in Your Policy or an exclusion applies. The Deductibles apply to Extra Covers unless stated otherwise.

<b>Other permanent structures</b>	<p>We cover Other permanent structures on the grounds of Your House. For each Occurrence, We will pay up to 20% of the sum insured for Your House at the location at which the loss occurs or any higher amount You previously purchased for Other permanent structures at that location. Your total sum insured for this cover is listed in the Policy Schedule under Other permanent structures. The payment basis for the Extra Cover, Other permanent structures, is Replacement cost.</p> <p><b>Other permanent structures</b> means any permanent structures within the grounds of Your House not attached to Your House or any boundary walls attached to Your House.</p>
<b>Unlimited Trace and access</b>	<p>If water, gas or oil escapes from Your household heating, cooking or water system, We cover the cost of removing and replacing any part of Your House or Other permanent structure necessary to repair Your household heating, cooking or water system. But We do not cover loss or damage to the household heating, cooking or water system itself.</p>
<b>Additional living expense</b>	<p>Under certain conditions (described below), when Your House cannot be lived in, because of a covered loss to Your House, We cover the loss of its use for additional living expenses which consists of: alternative accommodation, loss of rent and forced evacuation. There is no Deductible for this cover.</p>
<i>Alternative accommodation</i>	<p>If Your House cannot be lived in because of a covered loss to Your House, We cover the reasonable additional costs of comparable accommodation, including reasonable accommodation for Your domestic pets and horses, incurred during the period of time necessary to restore Your House to a habitable condition. We cover the additional costs for the reasonable amount of time it takes to repair or rebuild Your House, or for Your household to relocate.</p>
<i>Loss of rent</i>	<p>If a part of Your House or Other permanent structure which is rented to others cannot be lived in because of a covered loss to Your House or Other permanent structure, We will pay the rent You would have received, including ground rent. We cover this loss of rent for the reasonable amount of time it takes to repair or rebuild that part of Your House or Other permanent structure which was rented to others, or for Your household to relocate.</p>
<i>Forced evacuation</i>	<p>If a government or public authority prohibits You from living in Your House, We cover the reasonable additional costs of comparable accommodation, including reasonable accommodation for Your domestic pets and horses. The prohibition must be a direct result of a loss to neighbouring premises that would be a covered loss under this Policy.</p> <p>We also cover any loss of rent if Your House or Other permanent structure or any part thereof is usually rented but We do not cover any loss of rents due to termination of a lease or agreement. We cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the Policy Period ends during that time.</p>
<b>Land</b>	<p>If there is a covered loss to Your House or Other permanent structure and the related repair or rebuilding requires excavation, replacement, or stabilisation of land under or around Your House or Other permanent structure, We will also pay up to 10% of the amount of the covered loss to Your House or Other permanent structure for the excavation, replacement, or stabilisation of the land.</p>
<b>Trees, shrubs, plants and lawns</b>	<p>We cover loss to trees, shrubs, plants, and lawns at Your House caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft.</p> <p>We will pay up to a total of 10% of the sum insured for Your House at the location at which the loss occurs, but not more than £2,500 for any one tree, shrub or plant. If Your payment basis is Extended replacement cost, the 10% is applied to the increased amount of cover.</p>
<b>Trespass cover</b>	<p>We will cover up to £15,000 to remove litter or debris caused by unlawful trespassing or fly-tipping on Your land and water features at Your House or Other permanent structures.</p>
<b>Unlimited Lock replacement</b>	<p>If the keys to Your House or Other permanent structure are lost or stolen, We will pay the cost of replacing the locks of Your House or Other permanent structure and any associated locks. There is no Deductible for this cover.</p>
<b>Emergency repairs</b>	<p>After a covered loss, We cover the reasonable expenses You incur for necessary emergency repairs to protect Your House or Other permanent structures against further covered damage. These payments do not increase the amount of cover for Your House or the Extra Cover, Other permanent structures.</p>
<b>Construction materials</b>	<p>We will cover up to £50,000 for works, materials and supplies owned by You on the grounds of Your House or Other permanent structures for use in the construction, alteration or repair of Your House or Other permanent structures. If the cost of the building work exceeds £50,000 You must notify Us before the building works begin. These payments apply only to a covered loss and they do not increase the amount of cover for Your House or the Extra Cover, Other permanent structures.</p>
<b>Loss of oil or metered water</b>	<p>If oil or metered water escapes from Your household heating or water system at Your House, We cover the cost of loss of oil or metered water up to £10,000.</p>

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**Water detection expense**

We will reimburse You for the reasonable expense You incurred, up to £500, to install a water leak detection and control system following a covered water damage loss to Your House or Your Other permanent structures within the Policy Period. This Extra Cover applies only if:

- the amount of the covered water damage loss is £10,000 or more prior to the application of the Deductible;
- the covered water damage loss is caused by a leak or break in a plumbing, heating or air conditioning system; and
- the installation of a water leak detection and control system was the first time such a system was installed in Your House or Other permanent structures.

These payments do not increase the amount of cover for Your House or Other permanent structures. There is no Deductible for this cover.

**Water leak detection and control system** means a system in Your House or Other permanent structures that monitors:

- areas containing plumbing devices, appliances and other outlets for a water leak and if detected, closes the main water supply pipe; or
- unusual water flow patterns or unexpected interior water overflow and if detected, closes the main water supply pipe.

**Utility expenses**

If You have a covered loss to Your solar, wind or geothermal, electrical power-generating system or to Your Alternative water system on the grounds of Your House, We provide coverage for Utility expenses. The maximum amount We will pay for all Utility expenses is £10,000 in total for each Occurrence. Coverage for Utility expenses only applies if You begin to repair or replace the applicable damaged or lost solar, wind, geothermal, electrical power-generating system or Alternative water system within 30 days of the Occurrence. These payments do not increase the amount of cover for Your House or Other permanent structures.

**Utility expenses** means Power utility expenses, Power utility income and Alternative water expenses.

*Power utility expenses*

If a covered loss to Your solar, wind or geothermal, electrical power-generating system on the grounds of Your House makes it necessary for You to purchase all of Your electrical power from a power utility company, We cover the increase in these power utility expenses for the reasonable amount of time required to repair or replace Your solar, wind or geothermal, electrical power-generating system.

*Power utility income*

If a covered loss to Your solar, wind or geothermal, electrical power-generating system on the grounds of Your House causes a loss of Your Power utility income, We cover this loss of Your Power utility income for the reasonable amount of time required to repair or replace Your solar wind or geothermal, electrical power-generating system.

Our payment will be based upon the average of Your Power utility income over the 12 month period immediately prior to the covered loss.

**Power utility income** means income paid to You, or renewable energy certificates or other similar monetary credits issued to You by a power utility company for the excess electrical power produced by Your solar, wind or geothermal, electrical power-generating system.

*Alternative water expenses*

If a covered loss to Your Alternative water system makes it necessary for You to purchase replacement water for residential watering of the grounds of Your House, We cover the increase in these water expenses for the reasonable amount of time required to repair or replace Your Alternative water system. However We do not cover this increase if the covered loss is only to the Alternative water system's sprinkler heads.

**Alternative water system** means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of Your House to supply or reuse non-potable, untreated or partially treated household waste water, ground water or rain water for residential watering of the grounds of Your House in accordance with Your local building regulations. An Alternative water system does not include a water well.

**Disability cover**

We will pay up to £10,000 for essential alterations to Your House or Other permanent structure to allow You or a Family Member to live unassisted if You or a Family Member are permanently disabled as a result of either an illness or injury which first occurred during the Policy Period. Regardless of the number of Houses or Other permanent structures, We will not pay more than £10,000 in total for Disability cover.

**Fatal injury**

If You or a Family Member suffer physical injury as a result of either fire or violent intruders at a covered location shown in Your Policy Schedule and those injuries prove fatal within 12 months of the incident first occurring, We will pay You or a Family Member so injured £50,000 (or less if limited by law).

## Special Exclusions

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In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

<b>Loss by animals</b>	We do not cover any loss or damage caused by vermin, insects or rodents. Nor do We cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But We do cover ensuing covered loss or damage unless another exclusion applies.
<b>Erosion</b>	We do not cover any loss or damage caused by coastal or river erosion.
<b>Frost</b>	We do not cover any loss or damage caused by frost.
<b>Carpets and Curtains</b>	We do not cover any loss or damage to carpets and curtains under Deluxe House Cover, but We do cover carpets and curtains under Deluxe Contents Cover. Your Policy Schedule will state if this cover applies.
<b>Freezing water</b>	We do not cover any loss or damage caused by water freezing in a plumbing, heating, or air conditioning system or household appliance if Your House or a habitable Other permanent structure is unoccupied for longer than 60 consecutive days, under renovation, or being constructed, unless You used reasonable care to maintain heat in Your House or Other permanent structure or shut off and drained the water from the system or appliance.
<b>Contamination</b>	<p>We do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do We cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.</p> <p>But We do cover loss to Your House caused by the escape of oil from any fixed domestic heating installation. We do not cover loss or damage to land and water.</p> <p>A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents, or waste.</p> <p>A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance.</p> <p>Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.</p>
<b>Wind, storm and flood</b>	We do not cover any loss or damage to any fence, gate, bulkhead, pier, wharf or dock caused by wind, storm or flood. However, We do cover loss to any fence, gate, bulkhead, bridge, pier, wharf or dock caused by falling trees.
<b>Subsidence, heave or landslip</b>	We do not cover any loss or damage to land, patios, terraces, swimming pools, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave or landslip, unless Your House also sustains a covered loss or damage by the same peril and at the same time. We also do not cover any loss or damage to solid floor slabs or any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of Your House are also damaged by the same peril and at the same time.
<b>Structural changes</b>	We do not cover loss or damage caused by the demolition, structural alteration, or repair of Your House or Other permanent structures.
<b>Structural movement</b>	We do not cover any loss or damage caused by the movement of Your House or Other permanent structures, unless caused by subsidence, heave or landslip.
<b>Gradual or sudden loss</b>	We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. We also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But We do insure ensuing covered loss unless another exclusion applies.
<b>Faulty Planning, Construction, or maintenance</b>	<p>We do not cover any loss or damage caused by the faulty acts, errors, or omissions of You, a Family Member, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure ensuing covered loss unless another exclusion applies.</p> <p>Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.</p> <p>Construction includes materials, workmanship and parts or equipment used for construction or repair.</p>

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## Deluxe Contents Cover

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Deluxe Contents Cover only applies to Your Policy if shown in Your Policy Schedule. This part of Your Policy provides insurance against all risks of physical loss to Contents. In Deluxe Contents Cover, a covered loss includes all risks of physical loss to Your Contents anywhere in the world unless stated otherwise in Your Policy or an exclusion applies.

**Contents** means unspecified personal property owned by You or a Family Member, or for which You or a Family Member are legally responsible.

**Your Residence** means Your residence with Deluxe Contents Cover listed in Your Policy Schedule.

### *How We Will Pay Your Claim*

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**Sum insured** The sum insured for Contents at each residence listed in Your Policy Schedule is shown in Your Policy Schedule. To reduce the possibility of being underinsured, You should periodically review Your sum insured for Contents and request an increase if You feel the sum insured is insufficient.

**Payment basis** The payment basis for Contents is Replacement Cost.

**Replacement Cost** means the full cost to replace the Contents without deduction for wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

However, for Contents which are obsolete or unusable for the purpose for which they were originally intended because of their age or condition, the payment basis will be Actual Cash Value.

**Actual Cash Value** means the cost to replace the Contents less wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

*Inflation protection* During the Policy Period, the sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, the sum insured will include any increase in the Consumer Durables Section of the Retail Price Index prepared by the Office for National Statistics or if this index is not available, an alternative index as We shall determine.

For a covered loss to Contents, the amount of cover depends on where the loss occurs:

*At Your Residence* If the covered loss takes place at Your Residence, We will pay up to the sum insured, for each Occurrence.

*Away from Your Residence* If the covered loss takes place away from any residence You own or live at, We will choose the single listed location on which the payment is to be made for each Occurrence, based upon the most favourable combination of the following:

- amount of Contents cover
- payment basis

Regardless of the number of policies providing You with Contents coverage, payment will be made based only on this chosen location and will not be made under more than one policy.

*At a residence not listed in this Policy* If the covered loss takes place at a residence You or a Family Member own or live at which does not have Contents cover listed in Your Policy Schedule, or at a nursing or residential care home where Your parents or grandparents are resident, We will pay up to 10% of the highest amount of Contents cover in this Policy for each Occurrence. However, Contents in a newly-acquired principal residence are not subject to this limitation for the 60 days immediately after You begin to move Your Contents there.

In either case, We will choose the single listed location in Your Policy Schedule on which the payment is to be made, based upon the most favourable combination of the following:

- amount of Contents cover
- payment basis

Regardless of the number of policies providing You with Contents coverage, payment will be made based only on this chosen location and will not be made under more than one policy.

**Pairs, sets, and units** For a covered loss to a pair or set, or to part of a larger unit, We will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it; or
- the cost to make up the difference between its market value before and after the loss.

However, if You surrender the undamaged article(s) of the pair, set, or unit to Us and We agree to accept, We will pay You the full replacement cost of the entire pair, set, or unit.

**Deductibles** A basic Deductible listed in the Policy Schedule applies to each and every covered loss but it does not apply to an individual covered loss of more than £10,000 under Your Policy.

**Special limits** For a covered loss to the following types of Contents, We will not pay more than the amounts shown. These special limits do not increase the amount of coverage on Your Contents or on any item covered elsewhere in this Policy:

Item	Special Limit
Money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum.	£5,000
Securities, accounts, deeds, evidences of debt, letters of credit, notes, manuscripts, passports, or travel tickets. However, when this property is located in a bank vault or bank safe deposit box, Your full Contents cover will apply for a covered loss.	£5,000
Watercraft, including their furnishings, equipment, and outboard motors.	£5,000
Trailers and caravans.	£5,000
Jewellery, watches or precious and semi-precious stones, whether set or unset.	£5,000
Furs.	£5,000
Items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than jewellery, which are made of gold, goldplate, silver, silverplate, pewter, or platinum.	£5,000
Collectible stamps, coins, medals or other items that are part of a collection. However, when this property is located in a bank vault or bank safe deposit box, Your full Contents cover will apply for a covered loss.	£5,000
Guns.	£5,000

## Extra Covers

These covers are included in Your Deluxe Contents Cover and are in addition to the sum insured for Your Contents unless stated otherwise in Your Policy or an exclusion applies. The Deductibles apply to Extra Covers unless stated otherwise.

**Home business property** We cover up to £20,000 for a covered loss to Home business property at Your Residence. However, additional cover for Home business property at Your Residence may be purchased separately. Any additional cover will be shown on Your Policy Schedule. A limit of £2,500 per item applies to this cover.

**Home business property** means furnishings, supplies and equipment used to conduct Your business at Your Residence.

**Newly-acquired items** We cover Your newly-acquired Contents for 25% of the highest amount of Deluxe Contents Cover as listed on Your Policy Schedule but You must request cover for the newly-acquired Contents within 60 days after You acquire them and pay Us the additional premium from the date acquired. We reserve the right not to insure the newly-acquired Contents after the 60th day.

**Data replacement** We cover loss to Personal or Business Data stored in a computer at Your Residence. We will pay up to £5,000 for the replacement, by an external professional person or body, of Personal or Business Data, as a result of a covered loss to a computer.

**Personal or Business Data** means Your personal or business facts or records. It does not include any hardware, software, or materials on which data is recorded, including magnetic tapes, disks, paper tapes and cards.

**Endangered property** Your Contents removed from Your Residence to protect them from a covered loss are covered at Our discretion up to the full sum insured listed at that location for up to 90 days. These payments do not increase the sum insured for Your Contents.

**Spoilage of food** We cover loss to food contained in a domestic deep freezer located at Your Residence and caused by a rise or fall in temperature but We do not cover such loss when caused by the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.

**Additional living expense** Under certain conditions (described below), when Your Residence cannot be lived in, because of a covered loss to Your Residence, We cover the loss of its use for additional living expenses which consists of: forced evacuation, alternative accommodation, and loss of rent. There is no Deductible for this cover.

**Forced evacuation** If a government or public authority prohibits You from living in Your Residence, We cover the reasonable additional costs of comparable accommodation. The prohibition must be a direct result of a loss to a neighbouring premises that would be a covered loss under this Policy. We also cover any loss of rent if Your Residence or part of Your Residence is usually rented but We do not cover any loss of rents due to termination of a lease or agreement. We cover these forced evacuation expenses for up to 30 days from the date of the evacuation, even if the Policy Period ends during that time.

If You or a Family Member are not able to access Your Residence, We will also pay up to £5,000 in total for essential replacement Contents You or a Family Member have purchased as a result of a covered forced evacuation loss.

<i>Alternative accommodation</i>	If Your Residence listed in Your Policy Schedule cannot be lived in because of a covered loss to Your Residence, We cover the reasonable additional costs of comparable accommodation incurred during the period of time necessary to restore Your Residence to a habitable condition. We cover the additional costs for the lesser of the following time periods: <ul style="list-style-type: none"> <li>• 3 years from the date of the loss; or</li> <li>• the reasonable amount of time it takes to repair or rebuild Your Residence, or for Your household to relocate.</li> </ul>
<i>Loss of rent</i>	If a part of Your Residence which is rented to others cannot be lived in because of a covered loss to Your Residence, We will pay the rent You would have received, including up to 3 years' ground rent. We cover this loss of rent for the lesser of the following time periods: <ul style="list-style-type: none"> <li>• 3 years from the date of the loss; or</li> <li>• the reasonable amount of time it takes to repair or rebuild that part of Your Residence which was rented to others, or for Your household to relocate.</li> </ul>
<b>Tenants' improvements</b>	This cover only applies if You or a Family Member are a tenant or leaseholder.  We cover the building additions, alterations, fixtures, improvements, and installations which You own or are responsible for at Your Residence. For a covered loss to these improvements, We will pay up to 10% of the sum insured for the Contents at this residence or any higher amount shown in Your Policy Schedule under Tenants' improvements.
<i>Unlimited Tenants' trace and access</i>	If water, gas or oil escapes from Your household heating, cooking or water system, We cover the cost of removing and replacing any part of Your Tenants' improvements necessary to repair Your household heating, cooking or water system. But We do not cover loss to Your household heating, cooking or water system itself.
<i>Trees, shrubs, plants and lawns</i>	We cover loss to Your or a Family Member's trees, shrubs, plants, and lawns at Your Residence caused by fire, lightning, explosion, civil disturbance, malicious persons or vandals, theft, or a vehicle or aircraft.  We will pay up to a total of 5% of the sum insured for Contents at the location at which the loss occurs, but not more than £1,000 for any one tree, shrub or plant.
<b>Unit assessments</b>	If You own Your residence, We cover Your share of an assessment charged against all unit owners in Your tenants association. But the assessment must be as a result of loss to property owned collectively by all residents, or of liability that would be covered under this Policy. For any one loss, We will pay up to £50,000 for a unit assessment. But We will not pay more than £1,000 of an assessment which results from a Deductible in Your tenants association's insurance.
<b>Loss of oil or metered water</b>	If oil or metered water escapes from a household heating or water system at a residence listed in Your Policy Schedule, We cover the cost of loss of oil or metered water up to £10,000.
<b>Unlimited Lock replacement</b>	If the keys to Your Residence are lost or stolen, We will pay the cost of replacing the locks of Your Residence and any of Your associated locks. There is no Deductible for this cover.
<b>Marquees</b>	We cover up to £30,000 for a covered loss to a Marquee whilst at Your Residence. This cover does not apply if the Marquee is insured elsewhere.  <b>Marquee</b> means a marquee and any associated heating, lighting and furnishings temporarily hired by You and for which You are legally responsible.
<b>Fatal injury</b>	If You or a Family Member suffer physical injury as a result of either fire or violent intruders at a covered location shown in Your Policy Schedule and those injuries prove fatal within 12 months of the incident first occurring, We will pay You or a Family Member so injured £50,000 (or less if limited by law).

## ***Special Exclusions***

In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

<b>Aircraft</b>	We do not cover any loss or damage to an aircraft or aircraft parts.
<b>Loss to animals</b>	We do not cover any loss or damage to animals, birds or fish.
<b>Loss by animals</b>	We do not cover any loss or damage caused by vermin, insects or rodents. Nor do We cover any loss or damage caused by domestic animals due to chewing, scratching, tearing or fouling. But We do cover ensuing covered loss unless another exclusion applies.
<b>Computer error</b>	We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.
<b>Confiscation</b>	We do not cover any loss or damage caused by the confiscation, destruction, or seizure of property by any government or public authority.
<b>Misappropriation</b>	We do not cover any loss or damage to Contents caused by the taking or other misappropriation of Contents from You or a Family Member by Your spouse or by another Family Member. But We do cover loss to Contents by a domestic worker.
<b>Lottery tickets and winnings</b>	We do not cover any loss or damage to lottery tickets and lottery winnings.

<b>Tenants' property</b>	We do not cover any loss or damage to property of Your tenants. But We do cover personal property of Your guests, domestic workers or relatives whilst in any residence listed in Your Policy Schedule.
<b>Motorised land vehicles</b>	We do not cover any loss or damage to a motorised land vehicle other than golf carts, quad bikes, motorcycles with an engine capacity of less than 51cc used within the grounds of a residence listed in Your Policy Schedule and not registered for road use, garden machinery used solely for domestic purposes or vehicles used to assist the disabled which are not required to be registered for road use. We will pay up to £10,000 in total in respect of a covered loss to quad bikes and motorcycles described above.
<b>Cleaning and renovations</b>	We do not cover any loss or damage caused by cleaning, repairing, refinishing, dyeing, alteration, restoration or renovating.
<b>Theft of certain electronic equipment from a motorised land vehicle</b>	<p>We do not cover any theft, attempted theft, or damage of:</p> <ul style="list-style-type: none"> <li>• sound reproducing, receiving or transmitting equipment;</li> <li>• equipment to view visual recordings;</li> <li>• game consoles and their accessories;</li> <li>• equipment for transmitting or reproducing print or still pictures;</li> <li>• data processing equipment;</li> <li>• global positioning and navigational systems;</li> <li>• scanning monitors, radar and laser detectors;</li> </ul> <p>or any other similar equipment, including their accessories and antennas from a motorised land vehicle if the equipment is permanently installed in the motorised land vehicle or removable from a housing unit which is permanently installed in the motorised land vehicle.</p>
<b>Motor parts and accessories</b>	We do not cover any loss or damage to motor vehicle parts or accessories.
<b>Watercraft</b>	We do not cover any loss or damage caused by the sinking, swamping, stranding, or collision of a watercraft or its trailer, equipment, or outboard motor. But We do cover collision of a watercraft, its trailer, equipment and outboard motor, with a land vehicle unless another exclusion applies.
<b>Business property</b>	<p>We do not cover any loss or damage to business property other than provided under the Extra Cover, Home business property.</p> <p>We do not cover any loss or damage to business money, postal orders, cheques, banker's drafts, bank notes, bullion, gold, silver, or platinum.</p>
<b>Contamination</b>	<p>We do not cover any loss or damage caused by contamination, pollution, waste, smog, or industrial or agricultural smoke. Nor do We cover the cost to extract pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.</p> <p>But We do cover loss to Your Contents caused by the escape of oil from any fixed domestic heating installation. We do not cover loss or damage to land and water.</p> <p>A pollutant is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents or waste.</p> <p>A contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance.</p> <p>Waste includes materials to be disposed of, recycled, reconditioned, or reclaimed.</p>
<b>Gradual or sudden loss</b>	We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. We also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But We do insure ensuing covered loss unless another exclusion applies.
<b>Faulty Planning, Construction, or maintenance</b>	<p>We do not cover any loss or damage caused by the faulty acts, errors, or omissions of You, a Family Member, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure ensuing covered loss unless another exclusion applies.</p> <p>Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.</p> <p>Construction includes materials, workmanship and parts or equipment used for construction or repair.</p>

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## Valuable Articles Cover

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Valuable Articles Cover only applies to Your Policy if shown in Your Policy Schedule. This part of Your Policy provides insurance against all risks of physical loss to Valuable Articles. In Valuable Articles Cover, a covered loss includes all risks of physical loss to Your Valuable Articles anywhere in the world unless stated otherwise in Your Policy or an exclusion applies.

**Valuable Articles** means personal property owned by You or a Family Member, or for which You or a Family Member are legally responsible.

### How We Will Pay Your Claim

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<b>Sum insured</b>	The sum insured for each category of Valuable Articles, and for each specified article, is shown in Your Policy Schedule. To reduce the possibility of being underinsured, You should periodically review Your sums insured for Valuable Articles and request an increase if You feel the sums insured are insufficient.
<b>Specified cover</b>	For a covered loss to an article listed in Your schedule of specified articles, We will pay as follows:
<i>Total loss</i>	If the specified article is lost or totally destroyed, We will pay the sum insured for that article.
<i>Partial loss</i>	If the specified article is partially lost or damaged, We will pay either the cost to restore the article without deduction for wear and tear to its condition just before the loss or to make up the difference between its market value before and after the loss. If the restored value is less than the market value immediately prior to the loss, We will pay the difference, but We will not exceed the sum insured for that article.
<i>In-vault Jewellery</i>	Specified jewellery described in Your Policy Schedule as in-vault must be kept in a bank vault. There is no cover for in-vault jewellery whilst not held in a bank vault unless We agree in advance to cover those articles.
<i>In-safe Jewellery</i>	Specified jewellery described in Your Policy Schedule as in-safe must be kept in a safe. There is no cover for in-safe jewellery whilst not held in a safe unless We agree in advance to cover those articles.
<b>Unspecified cover</b>	For a covered loss to an unspecified article listed in Your Policy Schedule, We will pay the amount required to repair, replace or restore the property, whichever is less, without deduction for wear and tear. If the restored value is less than the market value immediately prior to the loss, We will pay the difference. But We will not pay more than the amount of unspecified cover for that category of Valuable Articles listed in Your Policy Schedule and We will not pay more than the unspecified limit per article for loss to any one article. The unspecified limit per article is £25,000 for Fine arts and £15,000 for all other categories of Valuable Articles.
<b>Categories of Valuable Articles</b>	<p><b>Jewellery</b> means articles of personal adornment containing gemstones, silver, gold, platinum, or other precious metals or alloys. This also includes watches.</p> <p><b>Fine arts</b> means private collections of paintings, etchings, pictures, tapestries, art glass windows, or other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, objets d'art, etc.), articles of historical value or artistic merit and any collection or 'collectible' not specifically identified below. However, Valuable Articles Cover does not apply to any property in the custody of dealers, auction rooms, museums, or art galleries when insured in the name of such institutions.</p> <p><b>Furs</b> means garments made of, trimmed in, or consisting principally of fur.</p> <p><b>Stamps and coins</b> means stamps or coins contained in a private and personal stamp or coin collection not owned by dealers or auctioneers. This includes other philatelic property, including books, pages and mountings and other numismatic property including coin albums, containers, frames, cards and display cabinets used with Your collection.</p> <p><b>Guns</b> means guns actively in use. Guns that are part of a collection and not in active use may qualify for Our collectibles category.</p> <p><b>Collectibles</b> means private collections of rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia.</p> <p><b>Wine</b> means a collection of alcoholic beverages produced by the fermentation of grapes at a commercial winery, including wine containers and their contents, storage units, climate control systems, wine cellar furnishings and accessories, all associated with the wine.</p> <p><b>Precious metals</b> means silverware, tableware, trays, trophies, and similar articles other than jewellery, which are made from gold, goldplate, silver, silverplate, pewter, or platinum.</p> <p><b>Cameras</b> means cameras, visual recording equipment, projection machines, projection and camera films, and related equipment.</p> <p><b>Musical instruments</b> means musical instruments and equipment.</p>
<b>Pairs, sets and units</b>	
<i>Jewellery and Fine arts only</i>	For a covered loss to a pair or set, or to part of a larger unit: If You surrender the undamaged article(s) of the pair, set or unit to Us, We will pay You the full replacement cost of the entire pair, set, or unit, subject to the applicable amount of cover for that pair, set, or unit. If the remaining pieces or parts are not surrendered, it is considered a partial loss as previously defined in Specified cover.

*All other Valuable Articles*

For a covered loss to a pair or set, or to part of a larger unit, We will pay whichever of the following is least:

- the cost to repair the damaged property to its condition before the loss;
- the cost to replace it;
- the cost to make up the difference between its market value before and after the loss; or
- the amount of cover for that pair, set or unit.

However, if You surrender the undamaged article(s) of the pair, set or unit to Us and We agree to accept, We will pay You the full replacement cost of the entire pair, set or unit.

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## **Extra Covers**

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These covers are included in Your Valuable Articles Cover and are in addition to the sum insured for Your Valuable Articles unless stated otherwise in Your Policy or an exclusion applies.

### **Newly-acquired Valuable Articles**

We automatically cover newly-acquired Valuable Articles provided You already have specified Valuable Articles shown in Your Policy Schedule in that category. The basis and amount of cover for these articles is described below:

*Fine arts*

We cover Your newly-acquired Fine arts for 25% of Your total specified sum insured for Fine arts up to £500,000. But You must request cover for the newly-acquired fine arts within 60 days after You acquire them and pay Us the additional premium from the date acquired. We reserve the right not to insure the newly-acquired articles after the 60th day.

*All other categories*

We cover Your newly-acquired articles (except Fine arts) for 25% of Your total specified sum insured in the same category of Valuable Articles, up to £100,000 for each category. But You must request cover for the newly-acquired articles within 60 days after You acquire them and pay Us the additional premium from the date acquired. We reserve the right not to insure the newly-acquired articles after the 60th day.

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## **Special Exclusions**

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In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy.

The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

### **Musical and photographic articles used for profit**

We do not cover any loss or damage to musical instruments, cameras, or related equipment used for profit, Your business or any professional activity.

### **Computer error**

We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### **Special exclusions for fine arts**

We do not cover any loss or damage to fine arts caused by the process of repairing, restoring, or retouching.

### **Special exclusions for stamps and coins**

We do not cover any loss or damage to stamps or coins caused by:

- fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
- handling or being worked on.

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

### **Special exclusions for collectibles**

We do not cover any loss or damage to collectibles caused by:

- fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
- the process of repairing, restoring, retouching or being worked on; or
- use other than as a collectible.

### **Gradual or sudden loss**

We do not cover any loss or damage caused by wear and tear, gradual deterioration, rust, bacteria, corrosion, dry or wet rot, warping, action of light, exposure to climatic temperatures, insects or vermin. We also do not cover any loss or damage caused by inherent flaw, latent defect or mechanical breakdown. But We do insure ensuing covered loss unless another exclusion applies.

### **Faulty Planning, Construction, or maintenance**

We do not cover any loss or damage caused by the faulty acts, errors, or omissions of You, a Family Member, or any other person in planning, construction or maintenance. It does not matter whether the faulty acts, errors or omissions take place on or off the insured property. But We do insure ensuing covered loss unless another exclusion applies.

Planning includes planning permission, placing, surveying, designing, compacting, setting specifications, developing property and establishing building codes or construction standards.

Construction includes materials, workmanship and parts or equipment used for construction or repair.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## Public Liability Cover

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Public Liability Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides insurance in respect of personal liability for which You or a Family Member may be held legally responsible anywhere in the world. We cover damages a Covered Person is legally responsible to pay for Personal Injury or Property Damage which take place anytime during the Policy Period and are caused by an Occurrence, unless stated otherwise in Your Policy or an exclusion applies.

### *Special Definitions*

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The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**Covered Person** means:

- You or a Family Member;
- any other person or organisation with respect to liability because of acts or omissions of You or a Family Member; or
- any combination of the above.

**Personal Injury** means the following injuries and death resulting from such injuries:

- Bodily Injury;
- shock, mental anguish, or mental injury;
- false arrest or wrongful detention;
- wrongful entry or eviction;
- malicious prosecution or humiliation; and
- libel, slander, defamation of character, or invasion of privacy.

**Bodily Injury** means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.

**Property Damage** means physical injury to or destruction of tangible property, including the loss of its use.

### *How We Will Pay Your Claim*

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**Limit of liability** The sum insured for liability is shown in Your Policy Schedule. We will pay on Your behalf up to that amount for covered damages from any one Occurrence, regardless of how many claims, homes, or people are involved in the Occurrence.

Any costs We pay for legal expenses (see Defence Cover) are in addition to the sum insured.

However, We will not pay more than £2,000,000 for covered damages, including Defence Cover, following a covered loss caused by golf carts, quad bikes, motorcycles with an engine capacity of less than 51cc used within the grounds of a residence listed in Your Policy Schedule and not registered for road use, garden machinery, vehicles used to assist the disabled which are not required to be registered for road use, trampolines, childrens' play equipment, bouncy castles and other similar inflatable play equipment.

**Defence Cover** We will pay legal defence costs and legal expenses incurred by a Covered Person with Our prior written consent. In jurisdictions where We may be prevented by local law from carrying out these legal defence covers, We will pay only those legal defence expenses that We agree in writing to pay and that are incurred by You.

### *Extra Covers*

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These covers are included in Your Public Liability Cover and are in addition to the sum insured for Your Public Liability Cover unless stated otherwise in Your Policy or an exclusion applies.

**Defective Premises Act liability** We cover damages You are legally liable to pay in connection with any house formerly owned or occupied by You and incurred by reason of Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order, 1975 provided that at the time of the incident giving rise to liability You had disposed of all legal title to and interest in that home, and no other insurance covers the liability.

If this Policy is terminated on sale of the home You will be insured for a period of seven years after the date of termination but the insurance will cover only liability incurred in connection with the home and will not apply if the liability is covered under a more recently effected or current insurance policy.

**Credit cards, forgery, and counterfeiting** We cover You or a Family Member's legal obligation, up to a total of £30,000 for:

- loss or theft of a charge, cash or banker's card issued in the name of You or a Family Member, provided that the terms for using the card are complied with;
- loss caused by alteration or forgery of any cheque or negotiable instrument; or
- loss caused by accepting in good faith any counterfeit paper currency.

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We will defend a claim or action against You or a Family Member for loss or theft of a charge, cash, or banker's card. At Our option, We may defend a claim or suit against You or a Family Member for forgery or counterfeiting.

We may investigate, negotiate, and settle any such claim or suit at Our discretion. Our obligation to defend ends when Our payment for the loss equals £30,000.

If You have a loss under the credit cards, forgery, and counterfeiting cover in this Policy, You must:

- notify Us or Your broker of Your loss;
- in case of theft You must notify the police or similar competent authority;
- notify the credit card service company or the issuing bank;
- include evidence or an affidavit supporting Your claim, including the amount of and cause of the loss, in any statement You prepare at Our request;
- submit to an examination under oath, as often as We may reasonably require You or any Family Member to do so;
- upon request submit a signed description of the circumstances surrounding a loss and Your interest in it; and
- produce all records and documents We request and permit Us to make copies.

### **Kidnap Expenses**

We will pay for a Covered Person's Kidnap Expenses, up to a maximum of £20,000, for each Kidnap and Ransom Occurrence. We will also pay up to £10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who kidnaps You, a Family Member or a Covered Relative.

**Kidnap and Ransom Occurrence** means the actual or alleged wrongful taking of:

- You or a Family Member; or
- a Covered Relative while visiting or legally travelling with You or a Family Member;

that includes a demand for ransom payment which would be paid by You or a Family Member in exchange for the release of that kidnapped person.

**Kidnap Expenses** means the reasonable costs for:

- a professional negotiator;
- a professional security consultant;
- a professional security guard service;
- a professional public relations consultant;
- travel, meals, lodging and phone expenses incurred by You or a Family Member;
- advertising, communications and recording equipment;
- related medical, cosmetic, psychiatric and dental expenses incurred by the kidnapped person within 12 months from that person's release;
- attorneys' expenses;
- a professional forensic analyst;
- earnings lost by You or a Family Member, up to £150 a day, to a maximum of £5,000.

However Kidnap Expenses does not include expenses incurred due to any Kidnap and Ransom Occurrence caused by You, a Family Member or a Covered Relative, whether acting alone or in collusion with others.

### **Golfers cover**

We cover You or a Family Member for the following expenses whilst playing golf or participating in any activity at a golf club, anywhere in the world, unless stated otherwise or an exclusion applies.

### *Third party damage*

We cover all Property Damage to another person's property caused by a Covered Person, irrespective of legal liability.

### *Personal accident*

In the event that You or a Family Member suffers Bodily Injury whilst playing golf which results in their:

- death;
- Loss of Limb(s); or
- Loss of Eye(s),

We will pay You or a Family Member, or in the event of death their estate, £10,000 (or less for a minor if limited by law).

We will not pay more than £10,000 for any one Occurrence. Death, Loss of Limb(s), or Loss of Eye(s) must occur within 12 months of the date of the Occurrence.

**Loss of Limb(s)** means:

- in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot;
- in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire arm or hand.

**Loss of Eye(s)** means total and irrevocable loss of sight in one or both eyes.

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*Hole in One*

We cover up to £500 in the event of a 'hole in one' achieved by You or a Family Member during an official competition round. Your scorecard and certification from Your club or match secretary must be submitted to Us in the event of a claim. We will not pay more than £3,000 in total per Policy Period.

**Employer's liability**

We cover damages up to £10,000,000 which You or a Family Member are legally liable to pay for Bodily Injury to any person employed at any of Your residences listed on Your Policy Schedule. The injury must be caused by an accident and it must arise from and during any such person's employment by You or a Family Member.

This cover applies at any of Your residences listed on Your Policy Schedule or if You are temporarily visiting elsewhere in the world.

**Reversal of damages**

We cover damages in any court of law in the United Kingdom in respect of Bodily Injury or Property Damage in circumstances which had Your position and the position of the responsible party been reversed would have entitled You to an indemnity within the terms, limits and exclusions of this Policy.

This cover applies only if the judgement is not subject to an appeal pending and has remained unsatisfied in whole or in part three months after the date of the said award. We will pay the outstanding amount of the judgement to You subject to the sum insured shown in Your Policy Schedule.

**Hired or borrowed motor cars**

We provide the following cover for a motor car hired or borrowed by You or a Family Member in the United States or Canada, provided the term of hire or loan does not exceed 45 days. This cover includes:

*Third Party Liability*

We cover damages a Covered Person is legally obligated to pay for Personal Injury and Property Damage which takes place any time during the Policy Period and are caused by an Occurrence resulting from a Covered Person's use of a hired or borrowed motor car in the United States or Canada. This part of the coverage does not apply to damage to the hired or borrowed motor car.

*Damage to a Hired or borrowed motor car*

We cover damages a Covered Person is legally obligated to pay for damage to a hired or borrowed motor car which takes place any time during the Policy Period and is caused by an Occurrence resulting from a Covered Person's use of the hired or borrowed motor car in the United States or Canada.

*Uninsured or Underinsured Motor Vehicles*

We cover up to £25,000 for damages a Covered Person is legally entitled to receive for Bodily Injury from the owner or operator of an Uninsured or Underinsured Motor Vehicle caused by an Occurrence. The Bodily Injury must take place during the Policy Period and be caused by an Occurrence involving the hired or borrowed motor car in the United States or Canada.

**Uninsured or Underinsured Motor Vehicle** means a motorised land vehicle which at the time of the Occurrence:

- has no applicable Bodily Injury liability insurance policy or bond;
- has an applicable Bodily Injury liability insurance policy or bond which is less than the minimum amount required by law;
- has an applicable Bodily Injury liability insurance policy or bond, but the provider of the insurance or bond denies coverage or becomes insolvent; or
- is a 'hit and run' vehicle whose owner or operator cannot be identified.

*Other cover*

To the extent any compulsory insurance law requires You to have any other coverage in order to operate the hired or borrowed motor car in the United States or Canada, this Extra Cover will be deemed to include the minimum additional coverage(s) required by law.

We will provide this Extra Cover in excess of any other insurance that applies to these damages.

Subject to any specific sub-limit(s) of cover stated in this Extra Cover for Hired or borrowed motor cars, We will not pay more than £1,000,000 for all damages caused by any one Occurrence.

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## ***Special Exclusions***

In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damages which are contributed to, made worse by, or in any way results from that peril.

**Personal Injury to a Covered Person**

We do not cover any damages for Personal Injury to a Covered Person. This exclusion does not apply to the Extra Cover, Golfers cover.

**Director's liability**

We do not cover any damages for any Covered Person's actions or failure to act as an officer or member of a board of directors of any corporation or organisation. However, We do cover such damages if You or a Family Member is not being compensated as an officer or member of a board of directors of a non-profit corporation or organisation, unless another exclusion applies.

**Employer's liability**

We do not cover any damages a Covered Person is legally liable to pay following any judgement or award given or made outside the courts of a member state of the European Union.

**Business pursuits**

We do not cover any damages arising out of a Covered Person's business pursuits, investment or other profit seeking activities. But We do cover damages arising out of a residence which is listed in Your Policy Schedule which is rented to others, volunteer work for an organised and registered charitable, religious or community group, an Incidental Business Away From Home, an Incidental Business At Home, or Incidental Farming, unless another exclusion applies.

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**Incidental Business Away From Home** means a self-employed sales activity or a self-employed business activity, normally undertaken by persons under the age of 18, such as newspaper delivery, baby-sitting, caddying, or lawn care. These activities must:

- not yield gross revenues in excess of £5,000 in any year;
- have no employees subject to national employment laws; and
- conform to all laws and government regulations.

**Incidental Business At Home** means a business activity, other than renting out to others or farming, conducted on Your residence listed in Your Policy Schedule which must:

- not yield gross revenues in excess of £5,000 in any year, except for the business activity of managing Your personal investments;
- have no employees subject to national employment laws; and
- conform to all laws and government regulations.

**Incidental Farming** means a farming activity which:

- is incidental to Your use of Your residence listed in Your Policy Schedule as Your home;
- does not involve employment of others for more than 1,000 hours of farm work during the Policy Period;
- does not produce more than £5,000 in gross annual revenue from horticultural operations; and with respect to the raising or care of animals:
  - does not produce more than £15,000 in gross annual revenues;
  - does not involve more than 10 sales transactions during the Policy Period;
  - does not involve the sale of more than 25 animals during the Policy Period.

<b>Communicable disease</b>	We do not cover any damages resulting directly or indirectly from the transmission of any communicable disease or virus.
<b>Contractual liability</b>	We do not cover any damages arising from contracts or agreements unless liability for such damages would have existed without the agreement.
<b>Motorised land vehicles</b>	We do not cover any damages (except to a domestic worker) arising out of the ownership, possession or use of any motorised land vehicle other than golf carts, quad bikes, motorcycles with an engine capacity of less than 51cc used within the grounds of a residence listed in Your Policy Schedule and not registered for road use, garden machinery used solely for domestic purposes or vehicles used to assist the disabled which are not required to be registered for road use. The limit of liability is up to a maximum of £2,000,000. This exclusion does not apply to the Extra Cover, Hired or borrowed motor cars.
<b>Aircraft</b>	We do not cover any damages arising out of the ownership, possession, or use of any watercraft 26 feet or longer or with more than 50 horsepower owned by a Covered Person, or any watercraft furnished or rented to a Covered Person for longer than 30 days.
<b>Large watercraft</b>	We do not cover any damages arising out of the ownership, possession, or use of any watercraft 26 feet or longer or with more than 50 horsepower owned by a Covered Person, or any watercraft furnished or rented to a Covered Person for longer than 30 days.
<b>Unlicensed Firearms</b>	We do not cover any damages arising out of the ownership, possession or usage of any unlicensed firearm.
<b>Property in Your care</b>	We do not cover any person for damages to property belonging to or held in trust by or in the custody or control of any Covered Person. This exclusion does not apply to the Extra Cover, Hired or borrowed motor cars.
<b>Financial guarantees</b>	We do not cover any damages for a Covered Person's guarantee of the financial performance of any Covered Person, other individual or organisation.
<b>Professional services</b>	We do not cover any damages for a Covered Person's performing or failure to perform professional services, or for professional services for which any Covered Person is legally responsible or licensed.
<b>Dangerous dogs</b>	We do not cover any damages for which a Covered Person may be held liable relating to a dog defined as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) order 1991 and any amending legislation.
<b>Hired &amp; borrowed motor cars cover exclusions</b>	The following exclusions apply to the Extra Cover, Hired or borrowed motor cars, in addition to those already stated herein.
<i>Vehicles used for a fee</i>	We do not cover any damages arising out of the operation of a hired or borrowed motor car while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.
<i>Competitive racing/ track use</i>	We do not cover any damages to a hired or borrowed motor car arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or any track use including the Nurburgring.
<i>Vehicle-related jobs</i>	We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering motorised land vehicles.
<i>Vehicles airside</i>	We do not cover any damages whilst a hired or borrowed motor car is on any part of an aerodrome, airport, airfield or military base provided for: <ul style="list-style-type: none"><li>• the take off or landing of aircraft and for the movement or storage of aircraft on the surface;</li><li>• aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.</li></ul>

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*Terrorism* Notwithstanding any provision to the contrary within Your Policy or any endorsement thereto We do not cover any damage, cost or expense of whatsoever nature to a hired or borrowed motor car directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the damage.

For the purpose of this exclusion an act of 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 an 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.

We also exclude damage, cost or expense of whatsoever nature 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.

In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

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## ***Special Conditions***

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In addition to the Policy Conditions, the following Special Conditions apply to Your Public Liability Cover of Your Policy.

**Duties after a loss** In case of an Occurrence, You, a Family Member or a Covered Person shall perform the following duties for cover to apply:

*Notification* You, a Family Member or a Covered Person must notify Us or Your broker as soon as possible.

*Assistance* You, a Family Member or a Covered Person must provide Us with all available information. This includes documentation which may help Us in the event that We provide a defence.

You, a Family Member or a Covered Person must not admit or deny liability or reject or accept any settlement of a third party claim unless prior written authorisation has been obtained from Us.

*Co-operation* You, a Family Member or a Covered Person must co-operate with Us fully in any legal defence. This may include any association by Us with You, a Family Member or a Covered Person in defence of a claim reasonably likely to involve Us.

**Legal Action Against Us** If You, a Family Member or a Covered Person have a loss under Public Liability cover, You, a Family Member or a Covered Person agree not to bring any action against Us until the obligation has been determined by final judgement or a written agreement by Us.

**Appeals** If You, a Family Member or a Covered Person or any other insurer, does not appeal a judgement for covered damages, We may choose to do so. We will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for damages will not be increased.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## Family Protection Cover

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Family Protection Cover only applies to Your Policy if shown in Your Policy Schedule. This part of Your Policy provides You with Family Protection Cover for You or a Family Member anywhere in the world except those places listed on the H.M. Foreign and Commonwealth Affairs Office Travel Warnings list at the time of loss for Occurrences anytime during the Policy Period, unless stated otherwise in Your Policy or an exclusion applies.

**Family Protection Cover** means Car jacking cover, Stalking threat cover, Aggravated burglary cover, Air rage cover, Road rage cover, Child abduction cover and Hijacking cover.

### *Special Definitions*

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The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**Accidental death and dismemberment loss** means the Loss of life, Loss of speech, Loss of hearing, Loss of hand, Loss of both hands, Loss of foot, Loss of both feet, Loss of sight of an eye, Loss of sight of both eyes, Loss of thumb and index finger, or Mutilation which:

- is sudden, unforeseen, and unexpected; and
- is independent of any illness, disease or other bodily malfunction; and
- happens by chance; and
- arises from a source external to the Victim; and
- occurs within one year of the Car jacking, Stalking threat, Child abduction, Hijacking or Aggravated burglary Occurrence.

**Accidental death and dismemberment benefit amount** means the following types of Accidental death and dismemberment loss and corresponding benefits, up to a maximum of £100,000:

- Loss of life, £100,000;
- Loss of speech and Loss of hearing, £100,000;
- Loss of speech or Loss of hearing and one of the following: Loss of hand, Loss of foot, Loss of sight of an eye, £100,000;
- Loss of both hands, £100,000;
- Loss of both feet, £100,000;
- Loss of sight of both eyes, £100,000;
- Loss of a combination of any two of the following: Loss of hand, Loss of foot, Loss of sight of an eye, £100,000;
- Loss of speech, £50,000;
- Loss of hearing, £50,000;
- Loss of one hand, £50,000;
- Loss of one foot, £50,000;
- Loss of sight of an eye, £50,000;
- Loss of thumb and index finger, £25,000;
- Mutilation, £25,000.

**Beneficiary** means the person or entity to be paid in the event a Victim suffers a covered Loss of life, in the following order:

- the spouse of the Victim who lived with the Victim; if none,
- the domestic partner of the Victim who lived with the Victim; if none,
- in equal shares to the surviving children of the Victim; if none,
- in equal shares to the surviving parents of the Victim; if none,
- in equal shares to the surviving brothers and sisters of the Victim; if none,
- the estate of the Victim.

**Victim** means:

- You or a Family Member of a Stalking threat or a Hijacking Occurrence;
- You, a Family Member or a Covered relative of a Car jacking or a Child abduction Occurrence;
- the abducted child of a Child abduction Occurrence;
- You, a Family Member, or Your Guest of an Aggravated burglary Occurrence,

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who suffers the Accidental death and dismemberment loss after a Car jacking, Stalking threat, Child abduction, Hijacking or Aggravated burglary Occurrence.

**Loss of life** means:

- death, including clinical death, as determined by a medical examiner or similar local governing medical authority; or
- the absence of communication from the Victim for a period of two years after a Car jacking, Stalking threat, Child abduction, Hijacking or Aggravated burglary Occurrence.

**Loss of speech** means the permanent total loss of the capability of speech, as determined by a Physician.

**Loss of hearing** means the permanent total loss of the capability of hearing, as determined by a Physician.

**Loss of hand** or **Loss of both hands** means the permanent total loss of function of a hand or both hands, as determined by a Physician.

**Loss of foot** or **Loss of both feet** means the permanent total loss of function of a foot or both feet, as determined by a Physician.

**Loss of sight of an eye** or **Loss of sight of both eyes** means the permanent loss of sight of an eye or both eyes to the extent of legal blindness, as determined by a Physician.

**Loss of thumb and index finger** means the permanent total loss of function of a thumb and index finger, of the same hand, as determined by a Physician.

**Mutilation** means complete severance of an entire finger, toe, ear, nose or genital organ, as determined by a Physician.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a Victim and who is qualified to provide such medical treatment. A Physician does not include You or a Family Member.

**Medical expenses** means the reasonable and customary charges for first aid, medical (not including psychiatric), funeral, surgical, x-ray, dental, ambulance, hospital, physiotherapy, professional nursing services, and prosthetic devices which are legally obligated to be paid.

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## ***How We Will Pay Your Claim***

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**Amount of cover** The amounts of cover provided are shown under Family Protection Cover for:

- Car jacking cover
- Stalking threat cover
- Aggravated burglary cover
- Air rage cover
- Road rage cover
- Child abduction cover
- Hijacking cover

We will not pay more than the amount of cover shown for each covered Car jacking, Stalking threat, Aggravated burglary, Air rage, Road rage, Child abduction or Hijacking Occurrence, regardless of how many policies or people are involved in the Occurrence. If a loss is covered under more than one part of Family Protection Cover (Car jacking cover, Stalking threat cover, Aggravated burglary cover, Air rage cover, Road rage cover, Child abduction cover and Hijacking cover), We will pay under the part giving the most cover, but not under more than one part.

The Accidental death and dismemberment benefit amount for Loss of life will be paid to the Beneficiary. The Accidental death and dismemberment benefit amount for other than Loss of life will be paid to the Victim.

If a Victim has multiple Accidental death and dismemberment losses as the result of a Car jacking, Stalking threat, Child abduction, Hijacking or Aggravated burglary Occurrence, We will pay only the single largest Accidental death and dismemberment benefit amount applicable to the Accidental death and dismemberment losses suffered.

If more than one Victim suffers an Accidental death and dismemberment loss in the same Car jacking, Stalking threat, Child abduction, Hijacking or Aggravated burglary Occurrence, We will not pay more than £100,000. If any Car jacking, Stalking threat, Child abduction, Hijacking or Aggravated burglary Occurrence results in multiple Accidental death and dismemberment benefit amounts which when payable exceed £100,000 in total, the sum of £100,000 will be divided proportionately based on each applicable Accidental death and dismemberment benefit amount payable.

## ***Car jacking cover***

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We will pay for Car jacking expenses You, a Family Member, or a Covered Relative incur solely and directly as a result of a Car jacking Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Car jacking Occurrence.

**Car jacking Occurrence** means the unlawful forced removal or detention of:

- You or a Family Member operating or occupying any motorised land vehicle; or
- a Covered Relative operating a Covered vehicle with permission from You or a Family Member, or occupying a Covered vehicle;
- during the theft or attempted theft of that vehicle or Your property in that vehicle.

**Car jacking expenses** means the reasonable costs for:

- related Medical expenses up to £25,000 for each person (You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence), up to a maximum of £50,000 for each Car jacking Occurrence, when incurred within one year after the Car jacking Occurrence;
- related psychiatric services up to £25,000 for each person (You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence), up to a maximum of £50,000 for each Car jacking Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Car jacking Occurrence;
- related rest and recuperation expenses for You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence, up to a maximum of £5,000 for each Car jacking Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Car jacking Occurrence;
- salary lost during the first 60 days after the Car jacking Occurrence, up to £25,000 for each person (You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence), up to a maximum of £50,000 for each Car jacking Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay, or other similar salary replacement plans;
- related hotel or paid accommodation costs for You or a Family Member to be located closer to the hospital or medical centre where the Victim is receiving medical treatment, up to a maximum of £5,000 for each Car jacking Occurrence, unless You or a Family Member have a residence which is geographically closer to such hospital or medical treatment centre;
- the Vehicle Comprehensive Cover Physical Damage Deductible applied to damage sustained by the vehicle shown in Your Policy Schedule in the Car jacking Occurrence.

We will also pay up to a maximum of £5,000 for each Car jacking Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Car jacking Occurrence. The following are not eligible to receive this reward payment: You, a Family Member, or a Covered Relative who witnessed the Car jacking Occurrence.

**Covered vehicle** means any private passenger vehicle, motorcycle and motor home You or a Family Member owns, rents or has furnished for regular use.

## ***Stalking threat cover***

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We will pay for Stalking threat expenses You or a Family Member incur solely and directly as a result of a Stalking threat Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Stalking threat Occurrence.

**Stalking threat Occurrence** means:

- an act or acts committed with the intent to damage property owned by You or a Family Member, or to harass, injure or harm You or a Family Member;
- the person committing the act or acts is the subject of a court order or injunction issued to protect You or a Family Member; and
- the act or acts occur on consecutive or non-consecutive days within a period of 120 days.

**Stalking threat expenses** means the reasonable costs You or a Family Member incur for:

- related professional security consultant and professional security guard services up to a maximum of £10,000 for each Stalking threat Occurrence;
- related residential security expenses to change all locks, install or improve security bars, motion sensing lights and a centrally monitored home security system, or other similar security expenses for Your residence(s) listed in Your Policy Schedule, up to a maximum of £10,000;
- related temporary relocation expenses, up to a maximum of £10,000;
- related psychiatric services up to £10,000 for You or a Family Member, up to a maximum of £20,000 for each Stalking threat Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Stalking threat Occurrence;

up to a maximum of £30,000 per Policy Period for all Stalking threat expenses.

## ***Aggravated burglary expenses***

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We will pay for Aggravated burglary expenses You, a Family Member, or Your Guest incur solely and directly as a result of an Aggravated burglary Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of an Aggravated burglary Occurrence.

**Aggravated burglary Occurrence** means an unlawful act of violence or threat of violence to You, a Family Member, or Your Guest by a person who unlawfully entered Your residence(s) listed in Your Policy Schedule, a Temporary residence, a Watercraft, or a motor home whilst You, a Family Member, or Your Guest are present.

**Aggravated burglary expenses** means the reasonable costs for:

- related Medical expenses, up to £25,000 for each person (You, a Family Member, or Your Guest), up to a maximum of £50,000 for each Aggravated burglary Occurrence, when incurred within one year after the Aggravated burglary Occurrence;
- related psychiatric services up to £25,000 for each person (You, a Family Member, or Your Guest), up to a maximum of £50,000 for each Aggravated burglary Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Aggravated burglary Occurrence;
- related rest and recuperation expenses for You, a Family Member, or Your Guest, up to a maximum of £5,000, for each Aggravated burglary Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Aggravated burglary Occurrence;
- salary lost during the first 60 days after the Aggravated burglary Occurrence, up to £25,000 for each person (You, a Family Member, or Your Guest), up to a maximum of £50,000 for each Aggravated burglary Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- related residential security expenses for You to improve the locks, alarm or other related security systems of Your residence(s) listed in Your Policy Schedule which is subject to the Aggravated burglary Occurrence, up to a maximum of £10,000. You must obtain Our prior consent unless immediate action is required for safety reasons;
- related professional security consultant and professional security guard services for You or a Family Member up to a maximum of £10,000 for each Aggravated burglary Occurrence;
- related temporary accommodation expenses for You, a Family Member, or Your Guest, up to a maximum of £10,000 when incurred within 60 days after an Aggravated burglary Occurrence;
- related permanent home removal expenses, except stamp duty if due, up to a maximum of £10,000 if You permanently relocate away from Your residence listed in Your Policy Schedule which is subject to the Aggravated burglary Occurrence, when incurred within 6 months after an Aggravated burglary Occurrence. This cover does not apply if Your residence listed in Your Policy Schedule was already for sale or You intended to permanently relocate before the Aggravated burglary Occurrence;
- the Deluxe House Cover and Deluxe Contents Cover Deductible for Your residence(s) listed in Your Policy Schedule applied to damage sustained in the Aggravated burglary Occurrence.

We will also pay up to a maximum of £5,000 for each Aggravated burglary Occurrence to any person or organisation not causing that Occurrence for information leading to the arrest and conviction of any person(s) who caused the Aggravated burglary Occurrence. The following are not eligible to receive this reward payment: You, a Family Member, or Your Guest.

**Your Guest** means:

- any regular domestic employee at Your residence(s) listed in Your Policy Schedule; or
- any other person invited as a guest by You or a Family Member to Your residence(s) listed in Your Policy Schedule or Temporary residence.

Your Guest does not include individuals who live with You or a Family Member and are not related to You or a Family Member.

**Temporary residence** means:

- a private dwelling not owned by You;
- the private sleeping quarter(s) in a hotel, motel, inn, villa, spa, resort, hostel, or dormitory; or
- the private sleeping quarter(s) in a commercial ocean liner or other similar commercial watercraft; that You or a Family Member is occupying or is visiting by invitation.

**Watercraft** means a watercraft with sleeping quarters that is not a commercial ocean liner or other similar commercial watercraft.

## ***Air rage cover***

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We will pay for Air rage expenses You or a Family Member incur solely and directly as a result of an Air rage Occurrence.

**Air rage Occurrence** means physical bodily harm against You or a Family Member by a violent person whilst You or a Family Member are occupying an aircraft as a passenger.

**Air rage expenses** means the reasonable costs for:

- related Medical expenses for You or a Family Member when incurred within one year after the Air rage Occurrence;
- related psychiatric services for You or a Family Member as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Air rage Occurrence;
- related rest and recuperation expenses for You or a Family Member, up to a maximum of £5,000, for each Air rage Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Air rage Occurrence;

up to a maximum of £15,000 per Policy Period for all Air rage expenses.

## ***Road rage cover***

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We will pay for Road rage expenses You, a Family Member or Your chauffeur incur solely and directly as a result of a Road rage Occurrence. Road rage expenses incurred by Your chauffeur are covered only if a Road rage Occurrence occurs whilst Your chauffeur is driving You or a Family Member.

**Road rage Occurrence** means physical bodily harm against You, a Family Member or Your chauffeur by a violent person arising from the use by You, a Family Member or Your chauffeur of any private passenger vehicle or motor home You or a Family Member owns, rents or has furnished for regular use.

**Road rage expenses** means the reasonable costs for:

- related Medical expenses for You, a Family Member or Your chauffeur when incurred within one year after the Road rage Occurrence;
- related psychiatric services for You, a Family Member or Your chauffeur as prescribed by a Physician, psychologist or other authorised mental health professional, when incurred within one year after the Road rage Occurrence;
- related rest and recuperation expenses for You, a Family Member or Your chauffeur, up to a maximum of £5,000, for each Road rage Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional not related to You, a Family Member or a Covered Relative when incurred within 180 days after the Road rage Occurrence;

up to a maximum of £15,000 per Policy Period for all Road rage expenses.

## ***Child abduction cover***

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We will pay for Child abduction expenses You, a Family Member, a Covered Relative, or an abducted child's parent or legal guardian incur solely and directly as a result of a Child abduction Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Child abduction Occurrence.

**Child abduction Occurrence** means the wrongful taking, false imprisonment, or wrongful detention of one or more of Your or a Family Member's children, or one or more children in the care of You or a Family Member, under the age of 13.

**Child abduction expenses** means the reasonable costs for:

- related travel, meals, lodging, and phone expenses incurred by You, a Family Member, a Covered Relative who witnessed the Child abduction Occurrence, or a Covered Relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 30 days after the recovery of the abducted child or the verification of the abducted child's Loss of life, up to a maximum of £10,000 for each Child abduction Occurrence;
- related medical and psychiatric expenses for:
  - i the abducted children, up to a maximum of £25,000, when incurred within one year after the Child abduction Occurrence; and
  - ii You, a Family Member, a Covered Relative who witnessed the Child abduction Occurrence (not including the abducted child), or a Covered Relative who is the parent or legal guardian of the abducted child, including those expenses incurred up to 180 days after the recovery of the abducted child or verification of the abducted child's Loss of life, up to a maximum of £10,000, for each Child abduction Occurrence;
- related rest and recuperation expenses for You, a Family Member, a Covered Relative who witnessed the Child abduction Occurrence, or a Covered Relative who is the parent or legal guardian of the abducted child, up to a maximum of £5,000 for each Child abduction Occurrence, as prescribed by a Physician, psychologist, or other authorised mental health professional (other than You or a Family Member), when incurred within 12 months after the recovery of the abducted child, or verification of the abducted child's Loss of life, whichever comes first;

- salary lost during the first 60 days after the Child abduction Occurrence, up to £25,000 for each person (You, a Family Member, or a Covered Relative who is the parent or legal guardian of the abducted child), up to a maximum of £50,000 for each Child abduction Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- the following related reasonable costs You or the parent or legal guardian of the abducted child incur, up to a maximum of £10,000, when incurred within 12 months after a Child abduction Occurrence for:
  - i a professional public relations consultant;
  - ii a professional forensic analyst;
  - iii publicity expenses incurred to locate the abducted children;
  - iv a professional security consultant.

We will also pay up to a maximum of £5,000 for each Child abduction Occurrence to any person or organisation not causing that Occurrence for information not otherwise available leading to the arrest and conviction of any person(s) who caused the Child abduction Occurrence. The following are not eligible to receive this reward payment: You, a Family Member, the parent or guardian of the abducted child, or a Covered Relative who witnessed the Child abduction Occurrence.

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## ***Hijacking cover***

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We will pay for Hijacking expenses You or a Family Member incurs solely and directly as a result of a Hijacking Occurrence. We will also pay an Accidental death and dismemberment benefit amount for the Accidental death and dismemberment loss the Victim suffers as a direct result of a Hijacking Occurrence.

**Hijacking Occurrence** means the unlawful detention of You or a Family Member by violence or threat of violence by a person or group, where such unlawful detention occurs for a duration in excess of four hours while in or aboard a commercial conveyance. This coverage does not apply to Hijacking Occurrences on a commercial conveyance with a scheduled departure, layover, or destination point that is on the H.M. Foreign and Commonwealth Affairs Office Travel Warnings list.

**Hijacking expenses** means the reasonable costs for:

- related medical expenses up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Hijacking Occurrence, when incurred within one year after the Hijacking Occurrence;
- related psychiatric services up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Hijacking Occurrence, when incurred within one year after the Hijacking Occurrence;
- related rest and recuperation expenses for You or a Family Member, up to a maximum of £5,000 for each Hijacking Occurrence, as prescribed by a Physician, psychologist or other authorised mental health professional (other than You or a Family Member), when incurred within 180 days after the Hijacking Occurrence;
- salary lost during the first 60 days after the Hijacking Occurrence, up to £25,000 for each person (You or a Family Member), up to a maximum of £50,000 for each Hijacking Occurrence, in excess of any other valid and collectible benefits including disability allowance or insurance, employer's liability insurance, unemployment benefit, employee sick pay or other similar salary replacement plans;
- for each Hijacking Occurrence, the non-refundable expenses incurred by You or a Family Member for Your scheduled trip, up to a maximum of £5,000, for the following:
  - i additional accommodations or transportation to bring You or a Family Member to the original destination if You or a Family Member missed the original departure;
  - ii additional accommodations or transportation to bring You or a Family Member to the return destination, or to travel from the place where the trip was interrupted to the place where You or a Family Member can rejoin the trip;
  - iii the unused portion of land, sea, or air arrangements or accommodations that You or a Family Member paid as part of the trip;

due to the scheduled trip's cancellation or interruption caused by a Hijacking Occurrence.

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## ***Special Exclusions***

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In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy. The words **caused by** mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

### **False report**

We do not cover loss arising from a false report of Air rage, Road rage, Car jacking, Stalking threat, Child abduction, Hijacking or Aggravated burglary Occurrence by You or a Family Member or any person acting on behalf of You or a Family Member, whether acting alone or in collusion with others.

### **Acts of certain persons**

We do not cover any loss caused by:

- You or a Family Member;
- a Covered Relative or a family relative;
- a guardian or former guardian of You, a Family Member, Covered Relative or a family relative;

- an estranged spouse or former spouse of You, a Family Member, Covered Relative or a family relative;
- a domestic partner or former domestic partner of You, a Family Member, Covered Relative or a family relative;
- any person unrelated to You or a Family Member, other than a domestic employee or residential staff, who live with You or ever lived with You for six (6) or more months;
- a relative, guardian or former guardian of an abducted child who is in Your or a Family Member's care;
- a civil authority; or
- any person acting on behalf of any of the above, whether acting alone or in collusion with others.

However this exclusion does not apply to cover provided under Stalking threat cover.

<b>Persons known</b>	Under Air rage cover, We do not cover any loss by a person known to You or a Family Member. Under Hijacking or Road rage cover, We do not cover any loss by a person known to You, a Family Member or Your chauffeur.
<b>Children in Your care</b>	We do not cover Child abduction expenses or Accidental death and dismemberment loss for children in the care of You or a Family Member when: <ul style="list-style-type: none"> <li>• You or a Family Member are participating in any organised activity with or in association with any organisation or entity;</li> <li>• You or a Family Member are providing this care as a home day care provider in Your residence(s) listed on Your Policy Schedule and You or a Family Member earns annual gross revenues in excess of £2,000 as a home day care provider; or</li> <li>• You or a Family Member are providing this care as an employee or volunteer of a profit or non-profit organisation providing service for the care of children.</li> </ul> <p>However, this exclusion does not apply to Your children, the children of a Family Member or the children of a Covered Relative, in the care of You or a Family Member.</p>
<b>Your Guest</b>	We do not cover Your Guest(s) in a Temporary residence who share the cost of the lodging.
<b>Legal counsel</b>	We do not cover the costs of legal counsel.
<b>Salary lost</b>	We do not cover salary lost under Car jacking expenses, Child abduction expenses, Hijacking expenses or Aggravated burglary expenses if immediately prior to the Car jacking Occurrence, Child abduction Occurrence, Hijacking Occurrence or Aggravated burglary Occurrence, the person with salary lost was receiving disability insurance, social security disability, unemployment compensation, or was on personal or medical leave.
<b>Substance abuse treatment</b>	We do not cover any expenses for substance abuse treatments unless the substance abuse was directly caused by the Car jacking, Stalking threat, Aggravated burglary, Child abduction, Hijacking, Air rage or Road rage Occurrence.
<b>Childbirth or miscarriage</b>	We do not cover Accidental death and dismemberment loss caused by childbirth or miscarriage.
<b>Suicide or Intentional Dismemberment</b>	We do not cover Accidental death and dismemberment loss caused by the Victim's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.
<b>Vehicles used for a fee</b>	We do not cover loss arising out of Your, a Family Member's or a Covered Relative's ownership or operation of a vehicle while it is being used to carry people or property for a fee. This exclusion does not apply to a sharing agreement, unless another exclusion applies.
<b>Rest and recuperation expenses</b>	We do not cover any rest or recuperation expenses when prescribed by a Physician, psychologist or other authorised mental health professional who is related to You, a Family Member or Covered Relative.

## ***Special Conditions***

In addition to the Policy Conditions, the following Special Conditions apply to this cover part of Your Policy.

<b>Other insurance</b>	This insurance is excess over any other insurance except that written specifically to cover excess over the amount of cover that applies in Your Policy. This provision does not apply to Accidental death and dismemberment loss.
<b>Your duties after a loss</b>	In case of a Car jacking, Stalking threat, Child abduction, Hijacking, Aggravated burglary, Air rage or Road rage Occurrence, You or a Family Member shall perform the following duties for cover to apply: <ul style="list-style-type: none"> <li><i>Notification</i> You must notify Us or Your agent as soon as possible. You or a Family Member shall also notify the police as soon as possible.</li> <li><i>Assistance</i> You must provide Us or cause Us to be provided with all available information and co-operate with Us fully.</li> <li><i>Proof of loss</i> At Our request You must submit to Us or cause to be submitted, within 60 days after We request an affirmative proof of loss with full particulars. Failure to give written proof of loss within this time frame will not invalidate or reduce any claim if notice is given as soon as reasonably possible.</li> </ul>
<b>Examination</b>	We have the right to examine under oath as often as We may reasonably require, You, Family Members, Covered Relatives, Victims, Your chauffeur and Your Guests, and have them subscribe the same. We may also ask You or the beneficiary to give Us a signed description of the circumstances surrounding a loss and to produce all records and documents We request and permit Us to make copies.
<b>Physical examination and autopsy</b>	A person making a claim under Family Protection Cover must submit as often as We reasonably require to physical examinations by Physicians We select. We may also have an autopsy done by a Physician, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## House and Contents Legal Expenses Cover

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House and Contents Legal Expenses Cover only applies to Your Policy if shown in Your Policy Schedule.

This cover part is administered by ARAG on behalf of the Insurer, Brit Insurance Limited, and any claims submitted will be administered by ARAG.

This part of Your Policy provides insurance in respect of House and Contents Legal Expenses for You or a Family Member unless stated otherwise in Your Policy or an exclusion applies.

### **Special Definitions**

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The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**ARAG** means ARAG Legal Services, Froomsgate House, Rupert Street, Bristol BS1 2QJ acting on behalf of the insurer Brit Insurance Limited.

**Appointed Advisor** means the solicitor, accountant, or other advisor appointed by ARAG to act on behalf of You or a Family Member.

**Conditional Fee Agreement** means the separate agreement between You or a Family Member and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by ARAG before it is entered into.

**Collective Conditional Fee Agreement** means the separate agreement between the Appointed Advisor and ARAG for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.

**Insured Events** means Employment disputes cover, Contract disputes cover, Personal injury cover, Property protection cover, Tax protection cover, Work legal defence cover, Motor legal defence cover, Jury service cover or Identity theft cover.

**Legal Costs & Expenses** means:

**1** In respect of all Insured Events other than as provided for in 2 & 3 below:

- Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis or equivalent and agreed in advance by ARAG;
- Reasonable accountancy fees, disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by ARAG; and
- Other side's costs incurred in civil claims where You or a Family Member have been ordered to pay them or pay them with ARAG's agreement.

**2** In respect of claims made under Contract disputes cover and Personal injury cover, where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court, reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by ARAG or in accordance with the Predictable Costs scheme if applicable.

**3** In respect of claims for Jury service cover, Your or a Family Member's loss of earnings.

**Reasonable Prospects of Success** means in civil and criminal claims, where You or a Family Member has a greater than 50% chance of successfully pursuing or defending the claim. If You or a Family Member is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgement that might be obtained.

In criminal prosecution claims where You or a Family Member pleads guilty, Reasonable Prospects of Success means there is a greater than 50% chance of successfully mitigating the sentence or fine.

In tax claims, Reasonable Prospects of Success means any dispute or appeal where You or a Family Member has a greater than 50% chance of being successful.

In all claims involving an appeal, Reasonable Prospects of Success means You or a Family Member has a greater than 50% chance of being successful.

**Small Claims Court** means a court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

**Territorial Limit** for claims made under the Contract disputes cover and Personal injury cover, the United Kingdom, Channel Islands, Isle of Man and countries in the European Union. For all other Insured Events, the United Kingdom, Channel Islands and the Isle of Man.

## ***Additional Legal Services provided under this Policy***

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### **Family Document Max**

As a benefit of Your House & Contents Legal Expenses cover You now have access to Family Document Max, a service that provides a revolutionary legal services website resource. Family Document Max has been designed to meet Your personal needs, allowing unlimited free access to interactive documents such as wills and powers of attorney. **To access this website, go to: [www.arag.co.uk/docs](http://www.arag.co.uk/docs).**

Once on the website click on 'Family Legal Solutions', then 'Not registered yet?'. You will then need to enter Voucher Code **AFA598CC568B** to register for the first time. You will then be given Your individual sign in details to use in the future.

## ***How ARAG Will Pay Your Claim***

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### **Limit of Indemnity**

The maximum payable in respect of all claims related by time or original cause is £100,000.

Legal Expenses Cover with ARAG has been arranged by Us for Your convenience. You are responsible for the payment of any fees or costs resulting from the use of these services not covered by this part of Your Policy.

## ***Insured Events***

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ARAG will pay You or a Family Member's Legal Costs & Expenses up to the Limit of Indemnity, including the cost of appeals for the following Insured Events.

### **Employment disputes cover**

- A dispute with Your or a Family Member's current, former or prospective employer relating to a contract of employment or related statutory rights excluding defending any dispute other than a counter claim;
- A dispute with a current, former or prospective employee of Your residence listed in Your Policy Schedule relating to their contract of employment or related statutory rights with You;

provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal You or a Family Member agrees to use the Appointed Advisor nominated by ARAG.

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded.

### **Contract disputes cover**

A dispute arising out of an agreement or alleged agreement which has been entered into by You or a Family Member.

### **Personal injury cover**

An event causing You or a Family Member death or personal injury.

### **Property protection cover**

A dispute relating to material property which You own or is Your responsibility:

- following an event which causes or could cause physical damage to Your material property including Your residence listed in Your Policy Schedule excluding any dispute other than a counter claim;
- following a public or private nuisance or trespass provided that You are responsible for the first £250 of each and every claim.

### **Tax protection cover**

A formal aspect or full enquiry into You or a Family Member's personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted.

### **Work legal defence cover**

Arising out of Your or a Family Member's work as an employee:

- prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute;
- a prosecution brought against You or a Family Member in a court of criminal jurisdiction;
- a civil action brought against You or a Family Member for compensation under section 13 of the Data Protection Act 1998;
- civil proceedings brought against You or a Family Member under legislation for unlawful discrimination;
- a formal investigation or disciplinary hearing brought against You or a Family Member by any trade association, professional or regulatory body.

### **Motor legal defence cover**

Arising out of a motoring prosecution brought against You or a Family Member.

### **Jury service cover**

Arising out of You or a Family Member being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service. The amount ARAG will pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1000.

### **Identity theft cover**

A dispute arising from the use of Your or a Family Member's personal information without lawful permission, to commit fraud or other crimes.

As a result of You or a Family Member becoming the victim of identity fraud, ARAG will negotiate:

- with credit referencing agencies, financial service providers, other creditors, debt collection agencies and any other organisations on behalf of You or a Family Member. ARAG will pay the reasonable cost of associated phone calls, faxes and postage;
- with any organisation that has been fraudulently applied to for credit, goods or services in Your or a Family Member's name or including where any such organisation is seeking money or other remedy from or who are seeking money or other remedy;

- with a lender, in the event that a loan is rejected on the basis that they received incorrect credit information. ARAG will also pay, where applicable loan re-application fees;
- to remove or delete any civil or criminal judgments incorrectly registered against You or a Family Member or to challenge any information in a credit report.

ARAG will pay Your or a Family Member's loss of earnings for any unpaid leave taken to resolve an identity theft up to a maximum of £250 per day, £10,000 in total.

## ***Special Exclusions***

In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy.

### **Applicable to all Insured Events**

House and Contents Legal Expenses Cover does not cover any claim arising from or relating to:

- Legal Costs & Expenses incurred before ARAG accept a claim;
- any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of this cover part, and which You or a Family Member knew or ought reasonably to have known could give rise to a claim;
- an amount in dispute of less than £100, or if the amount in dispute is payable in instalments, then the instalment due and payable at the time of making the claim must exceed £100;
- an allegation or prosecution against You or a Family Member involving:
  - i assault, violence or dishonesty;
  - ii malicious falsehood;
  - iii the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - iv illegal immigration; or
  - v offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- a dispute with another Family Member;
- an Insured Event arising from a deliberate or reckless act by You or a Family Member;
- fines, penalties or compensation awarded against You or a Family Member;
- a judicial review;
- patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information;
- a dispute with Us or ARAG not dealt with under any complaints procedure;
- defamation;
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed; or
- any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If ARAG alleges that by reason of this exclusion any liability or loss is not covered by this cover part, the burden of proving the contrary shall be upon You or a Family Member; or
- a Group Litigation Order.

### **Employment disputes cover**

House and Contents Legal Expenses Cover does not cover any Employment disputes relating:

- solely to personal injury; or
- to defending any claim arising from or relating to Your or a Family Member's business, profession or venture for gain.

### **Contract disputes cover**

House and Contents Legal Expenses Cover does not cover any Contract disputes claim arising from or relating to:

- the letting leasing or licensing of land or buildings where You or a Family Member act as the landlord;
- loans, mortgages, endowments, pensions, or any other financial or investment product;
- a business, venture for gain, profession or employment of You or a Family Member; or
- a settlement due under an insurance policy.

### **Personal injury cover**

House and Contents Legal Expenses Cover does not cover any Personal injury claim arising from or relating to defending any dispute other than defending a counter claim.

### **Property protection cover**

House and Contents Legal Expenses Cover does not cover any Property protection claim arising from or relating to:

- a contract entered into by You or a Family Member;

- any building or land other than Your residence listed in Your Policy Schedule;
- a motor vehicle; or
- the compulsory purchase of, or restrictions or controls placed on Your property by any government, local or public authority.

**Tax protection cover** House and Contents Legal Expenses Cover does not cover any Tax protection claim arising from or relating to:

- an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs;
- an investigation under the Civil Investigation of Fraud procedure;
- the submission of returns or accounts where HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements;
- a tax avoidance scheme; or
- a business or venture for gain of You or a Family Member.

**Work legal defence cover or Motor legal defence cover** House and Contents Legal Expenses Cover does not cover any Work legal defence or Motor legal defence claim arising from or relating to:

- driving without motor insurance or a valid driving licence; or
- a parking offence.

**Identity theft cover** House and Contents Legal Expenses Cover does not cover any money claimed, goods, choses in action, or other property or equivalent costs obtained as a result of the identity theft.

## ***Special Conditions***

House and Contents Legal Expenses Cover is provided by ARAG, subject to the following:-

The Insured Event occurs within the Territorial Limit.

The claim must always have Reasonable Prospects of Success and be reported to ARAG:

- during the Policy Period; and
- immediately after You or a Family Member first becomes aware of circumstances which could give rise to a claim under this cover part.

You or a Family Member must always agree to use the Appointed Advisor nominated by ARAG in any claim:

- falling under the jurisdiction of an Employment Tribunal or the Small Claims Court; and
- prior to the issuance of proceedings.

Any proceedings or hearing must be dealt with by a court, tribunal or any other body that ARAG agree to and which is in the Territorial Limit.

In respect of a claim under the Contract disputes cover or Personal injury cover that will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court, You or a Family Member enter into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with ARAG.

You or the Family Member making the claim must:

- observe and keep to the terms of this cover part;
- not do anything that hinders ARAG or the Appointed Advisor;
- tell ARAG immediately after You or a Family Member first become aware of any cause, event or circumstances which could give rise to a claim under this cover part;
- tell ARAG immediately of anything that may materially alter their assessment of the claim;
- co-operate fully with the Appointed Advisor and ARAG, give the Appointed Advisor any instructions that are required, and keep them updated with progress of the claim;
- provide ARAG with everything they need to help handle the claim;
- take reasonable steps to recover Legal Costs & Expenses that ARAG pays and pay to ARAG all costs that are recovered should these be paid to You or a Family Member;
- tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if ARAG require;
- minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim; and
- allow ARAG at any time to take over and conduct in the name of You or a Family Member, any claim, proceedings or investigation.

ARAG must give its written consent to You or a Family Member to incur any Legal Costs & Expenses.

ARAG does not accept any liability for Legal Costs & Expenses incurred without its written consent.

ARAG has the right to settle the claim by paying the value of the claim.

You or a Family Member must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without ARAG's written agreement.

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If You or a Family Member refuses to settle the claim following a reasonable offer or advice to do so from the Appointed Advisor, ARAG may refuse to pay further Legal Costs & Expenses.

ARAG may require You or a Family Member to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports You or a Family Member then ARAG will pay for the opinion.

ARAG will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this cover part did not exist.

If You or a Family Member make any claim under this cover part which is fraudulent or false, this cover part shall become void and all benefit under this cover part will be forfeited including the premium.

All Acts of Parliament referred to within this cover part shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

It is agreed by You or a Family Member that any information provided to ARAG regarding You or a Family Member will be processed by ARAG in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

A person who is not party to this contract has no right to enforce the terms and conditions of this cover part under the Contracts (Rights of Third Parties) Act 1999.

### **The Appointed Advisor**

In certain circumstances as set out below, You or a Family Member may choose an Appointed Advisor. In all other cases no such right exists and ARAG shall choose the Appointed Advisor.

Where You or a Family Member wishes to exercise such right to choose, please write to ARAG with the nominated representative's name and address. The nominated representative must agree to act under ARAG's standard terms of business and co-operate with ARAG at all times. ARAG may refuse to accept Your or a Family Member's nomination in exceptional circumstances. If there is disagreement over the appointment of an Appointed Advisor then ARAG will agree for another suitably qualified person to decide the matter.

If ARAG agrees to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, You or a Family Member may choose a suitably qualified Appointed Advisor. The right to choose never applies to Employment Tribunal, Tax or Small Claims Court claims unless there is a conflict of interest.

If the Appointed Advisor refuses, with good reason, to continue acting for You or a Family Member or You or a Family Member dismisses the Appointed Advisor without good reason, or You or a Family Member withdraw from the claim without ARAG's written agreement, cover will end immediately unless ARAG agrees to appoint another Appointed Advisor.

The Appointed Advisor must enter into a Conditional Fee Agreement with You or the Family Member or a Collective Conditional Fee Agreement with ARAG if a claim made under the Contract disputes cover or Personal injury cover will be decided by a court within England & Wales and falls outside the jurisdiction of the Small Claims Court.

During the course of the relationship with our panel of service providers, ARAG may, for particular types of claim, receive a fee from the Appointed Advisor to whom the claim is sent. This fee (if it does apply), is a separate arrangement between ARAG and the Appointed Advisor, and will never compromise You or a Family Member or any claim that is made under this cover part.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## House and Contents Home Emergency Cover

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House and Contents Home Emergency Cover only applies to Your Policy if House and Contents Legal Expenses Cover is shown in Your Policy Schedule.

This cover part is administered by ARAG on behalf of the Insurer, Brit Insurance Limited and any claims submitted will be administered by ARAG.

This part of Your Policy provides insurance in respect of House and Contents Home Emergency Cover for You unless stated otherwise in Your Policy or an exclusion applies.

### Special Definitions

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The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**ARAG** means ARAG Legal Services, Fromsgate House, Rupert Street, Bristol BS1 2QJ, acting on behalf of the insurer, Brit Insurance Limited, or its appointed agent.

**Contractor** means the contractor or tradesman appointed by ARAG to act on Your behalf.

**Costs & Expenses** means costs and expenses reasonably and properly incurred by the Contractor.

**Home Emergency** means a sudden unexpected event occurring during the Policy Period which in ARAG's opinion requires immediate remedial action in order to:

- prevent damage or avoid further damage to Your residence listed in Your Policy Schedule;
- render Your residence listed in Your Policy Schedule safe or secure;
- restore the main services to Your residence listed in Your Policy Schedule;
- alleviate any health risk to You.

**Insured Event** means Main heating system cover, Plumbing & drainage cover, Home security cover, Toilet unit cover, Domestic power supply cover, Vermin infestation cover.

**Territorial Limit** means the United Kingdom, Channel Islands and the Isle of Man.

**Vermin** means brown or black rats, house or field mice, and wasps' or hornets' nests.

### How ARAG Will Pay Your Claim

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**Limit of Indemnity** ARAG will pay the following:

- the call-out charge;
- labour up to a maximum of 2 hours;
- parts & materials up to a maximum of £250.

The maximum payable by ARAG in respect of all claims related by time or original cause is £1,000.

Home Emergency Cover with ARAG has been arranged by Us for Your convenience. You are responsible for the payment of any fees or costs resulting from the use of these services not covered by Your insurance.

### Insured Events

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ARAG will pay You or a Family Member's Costs & Expenses up to the Limit of Indemnity for the following Insured Events.

<b>Main heating system cover</b>	The total failure or breakdown of the main heating system in Your residence listed in Your Policy Schedule.
<b>Plumbing &amp; drainage cover</b>	The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to Your residence listed in Your Policy Schedule or its contents.
<b>Home security cover</b>	Damage to or the failure of external doors, windows or locks which compromises the security of Your residence listed in Your Policy Schedule.
<b>Toilet unit cover</b>	Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in Your residence listed in Your Policy Schedule.
<b>Domestic power supply cover</b>	The failure of the domestic electricity or gas supply to Your residence listed in Your Policy Schedule.
<b>Vermin infestation cover</b>	Vermin causing either damage inside Your residence listed in Your Policy Schedule or a health risk to You.

## ***Special Exclusions***

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In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy.

House and Contents Home Emergency Insurance does not cover any claim arising from or relating to:

- Costs & Expenses which have been incurred before ARAG accept a claim;
- an Insured Event which happens within the first 48 hours of cover if You incept this cover part at a different date from Your Policy;
- Costs & Expenses incurred where there is no one at Your residence listed in Your Policy Schedule the subject of a claim when the Contractor arrives;
- any matter occurring prior to, or existing at the inception of this cover part, and which You knew or ought reasonably to have known could give rise to a claim under this cover part;
- any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempting repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions;
- a central heating boiler which:
  - i is more than 15 years old; or
  - ii has not been subject to an annual service;
- LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr;
- the cost of effecting permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of Your residence listed in Your Policy Schedule;
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;
- damage incurred in gaining access to Your residence listed in Your Policy Schedule;
- the failure to maintain any system or equipment or the replacement of parts that gradually sustain wear and tear over time;
- garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks;
- the property being left unoccupied for more than 30 days consecutively;
- goods or materials covered by a manufacturer, suppliers or installers warranty;
- the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;
- a claim covered by another policy, or any claim that would have been covered by any other policy if this cover part did not exist;
- subsidence, landslip or heave;
- a property that is not Your main dwelling at Your residence listed in Your Policy Schedule or that You rent or let out; or
- replacing or adjusting any decorative part of any equipment.

## ***Special Conditions***

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House and Contents Home Emergency Cover is provided by ARAG, subject to the following:

The Insured Event occurs within the Territorial Limit.

The claim must be reported to ARAG during the Policy Period and immediately after You first become aware of circumstances which could give rise to a claim under this cover part.

You must always agree to use the Contractor nominated by ARAG in any claim.

You must:

- observe and keep to the terms of the cover part;
- not do anything that hinders ARAG or the Contractor;
- tell ARAG immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this cover part;
- tell ARAG immediately of anything that may materially alter their assessment of the claim;
- co-operate fully with the Contractor and ARAG;
- provide ARAG with everything they need to help them handle the claim;
- take reasonable steps to recover Costs & Expenses that ARAG pays and pay to them all costs that are recovered should these be paid to You;
- minimise any Costs & Expenses and try to prevent anything happening that may cause a claim; and
- allow ARAG at any time to take over and conduct in Your name any claim, proceedings or investigation.

ARAG must give its consent to incur any Costs & Expenses. ARAG does not accept any liability for Costs & Expenses incurred without its consent.

You must not negotiate, settle the claim or agree to pay any Costs & Expenses incurred without ARAG's written agreement.

You agree that any information provided to ARAG regarding You will be processed by ARAG, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

A person who is not party to this contract has no right to enforce the terms and conditions of this cover part under the Contracts (Rights of Third Parties) Act 1999.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**

## Annual Travel Cover

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Annual Travel Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy provides insurance against losses relating to Personal accident, Overseas Medical Expenses and Emergency Repatriation Expenses, Delayed Personal Property and Cancellation, curtailment and rearrangement expenses on a Journey to anywhere in the world unless stated otherwise in Your Policy or an exclusion applies.

### Special Definitions

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The following words used in this cover part have the special meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**Bodily Injury** means injury which is caused solely by Accidental means and which solely and independently of any other cause results directly in the death, Loss of Limb(s), Loss of Eye(s), Total Loss of Hearing, Total Loss of Speech or Permanent Total Disablement of You or a Family Member within 24 months from the date of the Accident. Bodily Injury does not include post traumatic stress disorder.

**Accident or Accidental** means a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.

**Loss of Limb(s)** means:

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

**Loss of Eye(s)** means total and irrecoverable loss of sight in one or both eyes.

**Total Loss of Hearing** means total, permanent and irrecoverable loss of hearing in both ears.

**Total Loss of Speech** means total, permanent and irrecoverable loss of speech.

**Permanent Total Disablement** means that during the 24 months immediately following Your or a Family Member's Accident You or a Family Member are totally unable to work in any occupation for which You are suited by experience, education or training and at the end of that time there is no prospect of improvement.

**Journey** means a trip outside of the United Kingdom of up to 90 consecutive days which commences during the Policy Period. It also means a trip wholly within the United Kingdom if it includes a pre-booked flight or a minimum of two nights away from home in paid accommodation.

### How We Will Pay Your Claim

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Cover commences from departure of Your or a Family Member's Journey from Your normal place of residence in the United Kingdom until arrival back at Your normal place of residence in the United Kingdom at the end of Your Journey.

**Deductible** A Deductible of £500 applies to each and every covered loss.

**Personal accident** In the event You or a Family Member suffers Bodily Injury during a Journey which results in:

- death;
- Loss of Limb(s);
- Loss of Eyes(s);
- Total Loss of Hearing;
- Total Loss of Speech; or
- Permanent Total Disablement,

We will pay You or a Family Member or, in the event of death, the estate, £50,000 (for a minor this is limited to £7,500).

**Overseas Medical Expenses and Emergency Repatriation Expenses**

In the event of a serious medical problem occurring during a Journey contact the 24 hour International medical emergency service, who in conjunction with the attending local medical practitioner will co-ordinate the most suitable and practicable solution to the medical problem or make repatriation arrangements.

If You or a Family Member incurs Overseas Medical Expenses or Emergency Repatriation Expenses as a result of Bodily Injury or illness during a Journey, We will indemnify You or a Family Member or Our selected specialist partners, as appropriate, up to £10,000,000 per insured person. We do not cover any such expenses incurred after 12 months from the time of incurring the first expense.

**Emergency Repatriation Expenses** means the additional cost You or a Family Member would have incurred in transportation or rescue, including the cost of medical attendants transporting You or a Family Member to an appropriate hospital or nursing home in the United Kingdom, as recommended by Our selected specialist partners in conjunction with the attending local medical practitioner.

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**Overseas Medical Expenses** means reasonable costs necessarily incurred outside the United Kingdom for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

**Delayed Personal Property**

In the event of Delayed Personal Property We will pay up to £1,000 in total for reasonable expenses incurred by You or a Family Member in purchasing essential replacement clothing or toiletry articles. Any such expense paid by Us will be deducted from the total amount paid under any Chubb Contents Cover should the Personal Property prove to be permanently lost.

**Delayed Personal Property** means Personal Property which is temporarily lost during a Journey and is outside Your or a Family Member's control for at least 12 hours.

**Personal Property** means personal goods belonging to You or a Family Member which are taken on a Journey.

**Cancellation, curtailment and rearrangement expenses**

We will indemnify You or a Family Member up to £5,000 each in respect of irrecoverable costs for You or a Family Member's unused travel and accommodation expenses or rearrangement expenses, paid or contracted to be paid, in the event the original planned Journey is cancelled, curtailed or rearranged as a result of:

- You or a Family Member sustaining Bodily Injury or illness;
- the death, injury or illness of You, or a Family Member's close relative, friend or business colleague;
- compulsory quarantine, jury service, subpoena, kidnapping or hi-jacking involving You or a Family Member or You or a Family Member's close relative, friend or business colleague;
- cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion;
- Your or a Family Member's presence being required at Your normal place of residence in the United Kingdom following a covered loss under Your Chubb home insurance Policy and Your or a Family Member's presence is necessary to protect Your normal place of residence in the United Kingdom from further loss or damage, or to assist with the settlement of the claim;
- Your normal place of residence in the United Kingdom or planned and pre-booked temporary accommodation outside the United Kingdom for You or a Family Member's Journey being rendered uninhabitable due to fire, storm, flood, subsidence, or malicious damage;
- inability to travel for at least 24 hours as a result of cancellation of scheduled public transport services due to adverse weather conditions where no alternative is available;
- the posting overseas or emergency and unavoidable requirements of duty of You or a Family Member in the armed forces, police, nursing or ambulance services;
- the redundancy of You or a Family Member, notified after the date this Policy is effected and qualifying for payment under the Redundancy Payments Act;
- Your or a Family Member's pregnancy; or
- Your car becoming inoperable as a result of fire, theft or Accident within 7 days of Your scheduled departure. This only applies if You are planning to go on a self drive trip in the car.

The Deductible applies to each and every Journey.

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## **Extra Covers**

These covers are included in Your Annual Travel Cover and are in addition to any cover provided in the other sections of this Annual Travel Cover, unless stated otherwise in Your Policy or an exclusion applies. The Deductible applies to Extra Covers unless stated otherwise.

**Coma benefit**

If You or a Family Member suffer Bodily Injury on a Journey which results in a continuous unconscious state, We agree to pay the unconscious person £140 for each full week of continuous unconsciousness, up to a maximum period of 104 weeks.

**Disappearance**

If You or a Family Member disappears and after a suitable period of time it is reasonable to believe that You or the Family Member have died as a result of Bodily Injury, We will pay the benefit available under the Personal accident cover, subject to a signed undertaking that if the belief is subsequently found to be incorrect the benefit will be refunded.

**Exposure**

Death or injury to You or a Family Member as a direct result of exposure to the elements shall be deemed to have been caused by Bodily Injury and the benefit under the Personal accident cover will be available for payment if the conditions of the cover are met.

**Kidnap**

If during the Policy Period You or a Family Member are the victim of a Kidnap on a Journey, this Policy will continue for such kidnapped person until such time as they have returned to their normal place of residence in the United Kingdom or until a period of 12 months from the date of the Kidnap has expired, whichever shall first occur.

We will pay You or a Family Member who has been kidnapped £500 for each complete 24 hour period that You or a Family Member is forcibly or illegally detained as the result of a Kidnap, up to a maximum period of 50 days.

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**Kidnap** means the wrongful abduction and holding under duress, or by fraudulent means, of You or a Family Member by any person(s) or group making a ransom demand or series of ransom demands for the release of You or a Family Member.

<b>Hospitalisation expenses</b>	For each full week that You or a Family Member are admitted to a hospital as an in-patient as a result of Bodily Injury on a Journey, We will pay the hospitalised person £50 per day, up to a maximum of £500 each Policy Period. There is no Deductible for this cover.
<b>Continuation of medical expenses</b>	If You or a Family Member are repatriated under the Overseas Medical Expenses and Emergency Repatriation Expenses cover, We will pay the costs of hospital in-patient medical charges incurred by the hospitalised person within the two months immediately following the date of repatriation, up to a maximum of £1,000.
<b>Business expenses</b>	We will pay You or a Family Member up to £1,000 for the cost of travel and accommodation expenses for You or a Family Member or a close business colleague to complete essential business commitments that were unfinished as a direct result of You or a Family Member sustaining Bodily Injury or illness during a Journey.
<b>Travel expenses</b>	<p>If You or a Family Member suffers Bodily Injury or illness during a Journey, We will pay for the reasonable additional costs necessarily incurred for one or more of the following, up to a maximum of £25,000:</p> <ul style="list-style-type: none"><li>• travel and accommodation expenses of any relative or friend who on medical advice is required to travel or to remain with You or a Family Member, up to a maximum of two persons;</li><li>• funeral expenses incurred in the burial of You or a Family Member outside the United Kingdom;</li><li>• costs incurred in transporting the body or ashes of You or a Family Member and such person's personal property back to the United Kingdom; and</li><li>• additional travel and accommodation expenses incurred by You or a Family Member in returning to the United Kingdom to attend the funeral of a close relative in the United Kingdom.</li></ul> <p>We do not cover such expenses incurred after 12 months from the time of incurring the first expense.</p>
<b>Passport indemnity</b>	If Your or a Family Member's passport is lost, stolen or destroyed during a Journey, We will indemnify You or a Family Member for additional travel and accommodation expenses necessarily incurred in obtaining a replacement passport, visa or its temporary replacement, up to a maximum of £1,000.
<b>Travel delay</b>	<p>If You or a Family Member is late arriving at Your intended destination due directly to the cancellation or delay of a pre-booked scheduled flight as a result of strike, breakdown or weather conditions, We will pay the delayed person the following amounts:</p> <ul style="list-style-type: none"><li>• more than 4 hours delay, £50;</li><li>• between 12 &amp; 24 hours delay, £100; or</li><li>• in excess of 24 hours delay, £200.</li></ul> <p>There is no Deductible for this cover.</p>
<b>Missed departure</b>	<p>We will indemnify You or a Family Member up to £1,000 each for reasonable hotel and travel expenses if You are unable to reach the original departure point on the outward or return part of a Journey as a result of the failure of public transport services or the breakdown of a vehicle in which You or a Family Member were travelling, provided that:</p> <ul style="list-style-type: none"><li>• You or a Family Member will have allowed adequate Journey time for arrival at the departure point at or before the recommended time;</li><li>• You or a Family Member will have obtained from an appropriate authority confirmation of the reason and duration of the delay; and</li><li>• in the event of vehicle breakdown, the vehicle was properly serviced and maintained before the breakdown.</li></ul>
<b>Disaster expenses</b>	<p>We will indemnify You or a Family Member up to £1,000 each for reasonable, irrecoverable hotel and travel expenses if You are required to:</p> <ul style="list-style-type: none"><li>• transfer to alternative accommodation in order to continue Your Journey outside the United Kingdom; or</li><li>• return to the United Kingdom if Your Journey cannot be continued,</li></ul> <p>in the event Your planned and pre-booked accommodation outside the United Kingdom has become uninhabitable due to fire, lightning, explosion, earthquake, storm, tempest, hurricane or flood, which has been confirmed in writing by the local or national emergency services. This cover will not be payable in addition to Cancellation, curtailment and rearrangement expenses.</p>
<b>Legal Expenses</b>	<p>We cover You or a Family Member in respect of Legal Expenses incurred by You or a Family Member up to £25,000 in pursuit of a claim for damages and/or compensation against a third party who has caused Bodily Injury or illness to You or a Family Member during a Journey provided You or Your representative can satisfy Us that there are reasonable grounds for pursuing the legal proceedings.</p> <p>Consent must be obtained from Us in writing prior to any Legal Expenses being incurred.</p> <p>We do not cover:</p> <ul style="list-style-type: none"><li>• any Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You or a Family Member;</li><li>• any fines or penalties;</li><li>• any Legal Expenses incurred in connection with any criminal or wilful act committed by You or a Family Member;</li></ul>

- any Legal Expenses incurred in the pursuance of any claim against a Travel Agent Tour Operator, Insurer, or their agents which are eligible for consideration under an arbitration scheme or complaints procedure; or
- any claim or circumstance notified more than 24 months after the incident from which the cause of action arose.

**Legal Expenses** means:

- any fees, expenses and other disbursements reasonably incurred by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed to act on behalf of You or a Family Member including costs and expenses of expert witnesses as well as those incurred by Us in connection with such claims procedures;
- any costs for which You or a Family Member are legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings; or
- any fees, expenses and other disbursements reasonably incurred by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed to act on behalf of You or a Family Member in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator.

**Winter sports** The Extra Covers Ski hire, Ski pack, Piste closure and Avalanche closure apply to a Journey which involves skiing or snowboarding:

*Ski hire* We will indemnify You or a Family Member up to £1,000 for the necessary hire of skis or a snowboard following:

- loss or breakage of skis or a snowboard owned by You or a Family Member during transit on a Journey; or
- the misdirection during transit on a Journey of the skis or snowboard owned by You or a Family Member resulting in being deprived of their use for a minimum of 6 hours.

*Ski pack* We will indemnify You or a Family Member up to £1,000 for the proportionate value of any ski pass, hire or tuition fee necessarily unused due to:

- Accident or illness of You or a Family Member; or
- loss or theft of a ski pass.

*Piste closure* We will indemnify You or a Family Member up to £1,000 in the event of a lack of snow or excessive snowfall during the official ski season at the holiday resort where You or a Family Member are staying, and no alternative being available, and it is not possible to ski for a period in excess of 12 hours.

*Avalanche closure* We will indemnify You or a Family Member up to £1,000 for additional travel and accommodation expenses as a direct result of avalanche in Your ski resort during the official ski season.

This benefit will not be payable in addition to Cancellation, curtailment and rearrangement expenses.

## Special Exclusions

In addition to the Policy Exclusions, the following Special Exclusions apply to this cover part of Your Policy.

**Medical advice** We do not cover any expenses incurred if You or a Family Member are travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment or where a terminal prognosis has been given.

**Hazardous activities** We do not cover Bodily Injury or any other loss or damage as a result of any of the following activities:

- scuba diving to depths of more than 30 metres;
- hang-gliding or para-gliding;
- parachuting;
- parascending other than over water;
- mountaineering or rock climbing normally requiring the use of guides or ropes;
- pot-holing;
- racing of any kind other than on foot or swimming;
- bungee jumping; or
- microlighting.

**Aerial activity** We do not cover Bodily Injury or any other loss or damage to You or a Family Member while engaged in flying or other aerial activity, except as a passenger.

**Professional sports** We do not cover Bodily Injury to You or a Family Member as a result of participating in any sport as a professional.

**Armed forces** We do not cover Bodily Injury to You or a Family Member as a result of engaging in active service in any of the Armed Forces of any nation.

**Dental or optical expense** Under Overseas Medical Expenses and Emergency Repatriation Expenses and the Extra Cover, Travel expenses We do not cover dental or optical expenses unless incurred as the result of an emergency during a Journey.

**Confiscation** We do not cover loss for Delayed Personal Property due to confiscation by customs or any other authority.

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**Computer error** Under Delayed personal property, Cancellation, curtailment and rearrangement expenses, the Extra Covers Travel delay, Missed departure and Disaster expenses We do not cover loss or damage caused by or resulting from failure of any owned or non-owned:

- computer system, computer equipment, hardware, program or software; or
- micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment

to correctly recognise any date as its true or correct date, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens

the loss or damage, even if such other cause or event would otherwise be covered.  
All other terms and conditions of the Policy remain unchanged.

### ***Special Conditions***

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In addition to the Policy Conditions, the following Special Conditions apply to this cover part of Your Policy.

- Other insurance** This insurance is excess of any other insurance.
- Maximum Journey duration** No single insured Journey can exceed 90 days in duration.
- Upper age limit** Cover for You or a Family Member will cease on the expiry date of Your Policy following such person's 75th Birthday or any earlier cancellation of the cover.
- Medical certificate** If You or a Family Member are undergoing or have received medical treatment as a hospital in-patient or out-patient, or are on a treatment waiting list during the 6 months prior to the booking of a Journey, You or a Family Member must obtain medical advice on the advisability of the trip and a certificate from the treating doctor confirming Your fitness to travel.
- Special claims conditions** In the event of any circumstance, which could give rise to a claim, You or a Family Member must:
- give notice to Us by the most expeditious means;
  - confirm the facts in writing as soon as possible, with as much information as is available to You or a Family Member;
  - provide Us or Our appointed representatives in a timely manner all information reasonably required, including all documentation and records necessary to establish and assess Your loss;
  - prove the loss to Our reasonable satisfaction;
  - immediately forward to Us or Our representatives any letter, writ or other document received in connection with any claim made under this Policy; and
  - assist Us and concur with all reasonable arrangements for medical and other advisers to examine You or a Family Member with respect to the claim.
- We reserve the right to:
- take such steps as deemed necessary to prevent, mitigate or minimise a loss;
  - pursue all rights or remedies available to You or a Family Member against anyone responsible for the loss, whether or not a covered loss has been paid; and
  - require independent medical examinations of You or a Family Member involved in a loss.

**Please also refer to the Policy Conditions and Policy Exclusions parts of Your Policy.**



[www.chubb.com/uk](http://www.chubb.com/uk)

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