OAK

PART OF THE RSA GROUP

PRIVATE CLIENT HOME INSURANCE POLICY

HOME INSURANCE
CLAIMS AND ASSISTANCE

Most claims, information and assistance services are available 24 hours a day, 7 days a week. Please quote 'Oak Underwriting' and your policy number when you telephone so that your call can be dealt with as quickly and efficiently as possible.

BUSINESS HOURS CLAIMS REPORTING

Please notify your insurance intermediary or our claims department of a claim as soon as possible.
T: **0333 456 7004**

OUT-OF-HOURS CLAIMS REPORTING

This emergency line is constantly manned if you need to report a claim outside business hours. As part of this service, the skilled operators will also for example, arrange hotel accommodation for you and your family or security guards to patrol your grounds. They are also able to arrange to give you access to specialist advice.
T: **0330 303 1830**

HOME EMERGENCY SERVICE

This service provides up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an emergency involving roof damage, the main heating system, plumbing and drainage, loss of the domestic power supply, failure of a toilet unit, home security, loss of keys or vermin infestation (including wasps). For full details of the cover, please refer to pages 34-36.
T: **0330 303 1832**

LEGAL PROTECTION CLAIMS

Please telephone ARAG during office hours to request a claim form or download one at **www.arag.co.uk/newclaims**.
T: **0117 917 1698**

CONFIDENTIAL COUNSELLING

Our confidential telephone counselling service includes, where appropriate, onward referral to relevant voluntary or professional services. Your calls can be taken 24/7 and will not be recorded.
T: **0333 000 2082**

IDENTITY THEFT PROTECTION

Guidance and advice can be given in respect of any concerns about being or becoming a victim of identity theft. This service is available between 8am and 8pm, 7 days a week.
T: **0333 000 2083**

ADVICE AND ASSISTANCE HELPLINES

The advice helplines listed below are provided by ARAG plc.
T: **0330 303 1831**

Personal Legal Advice

This service is available 24 hours a day, 7 days a week to provide confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice

This service is available during office hours and provides confidential advice over the phone on UK personal tax matters.

Call Recording

For your protection and to help monitor service standards calls may be recorded and monitored.

Neither Oak Underwriting nor ARAG plc can accept responsibility if the helpline services are unavailable for reasons they cannot control.

HOME INSURANCE
YOUR INSURANCE POLICY

WELCOME TO YOUR HOME INSURANCE POLICY

We are pleased to welcome **you** as an Oak Home Insurance **policyholder** and thank **you** for choosing to insure with Oak. **We** aim to provide the best cover and claims service for all **our policyholders** to give you peace of mind.

Subject to the terms, conditions, limits and exclusions of this insurance, **we** will insure **you** against **loss**, **damage** or legal liability occurring during any **period of insurance** for which **we** have accepted payment of **your** premium.

This policy sets out clearly what is and what is not covered and, to assist **you**, any words with special meanings have been defined and are in **bold**. It is essential that **you** read **your** policy, the **schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears. If **your** policy, the **schedule** and any **endorsements** are incorrect in any way, please tell **us** immediately so that **we** can make the necessary changes.

We have relied on the information **you** have provided to **us**, or has been provided to **us** by **your** insurance intermediary, in addition to any proposal form, declaration and/or any supplementary questionnaires in deciding to accept this insurance and in setting the premium and terms. This information is shown on **your schedule** and in the statement of fact. **You** must therefore ensure that all the information is accurate and that **you** have not made a misrepresentation to **us** where **we** have asked you a question in connection with **your** insurance or **we** have asked **you** to confirm or amend details.

In addition, please remember that **you** are required to tell **us** as soon as possible of any changes to this information where this occurs during the **period of insurance** or at renewal of the policy. Failure to do so may invalidate **your** policy or may result in any **loss**, **damage** or legal liability not being covered under **your** policy.

If **you** are in any doubt regarding the meaning of a question or the information being requested of **you** please contact **us** or **your** insurance intermediary.

Unless some other law is agreed in writing, this policy is governed by English law or the law of where **your home** is within the **United Kingdom**. If there is a dispute, it will be dealt with in the courts of England or of the country within the United Kingdom in which **your home** is situated.

On behalf of everyone at Oak we wish **you** and **your** family an incident-free year with Oak Home Insurance.

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HOME INSURANCE
DEFINITIONS

The words and phrases shown in **bold** have special meanings and are either defined below or more specifically elsewhere in this insurance.

Accidental death and dismemberment amount

The following types of loss and subsequent benefits up to £100,000 unless otherwise stated here or elsewhere in the policy:

1 **loss of life** £100,000
2 **loss of speech** or **loss of hearing** and one of the following:
   - **loss of one hand**
   - **loss of one foot**
   - **loss of sight** in an eye

   £100,000
3 loss of a combination of any two of the following:
   - **loss of one hand**
   - **loss of one foot**
   - **loss of sight** in an eye

   £100,000
4 **loss of speech** and **loss of hearing** £100,000
5 **loss of both feet** £100,000
6 **loss of both hands** £100,000
7 **loss of sight** in both eyes £100,000
8 **loss of speech** £50,000
9 **loss of hearing** £50,000
10 **loss of one hand** £50,000
11 **loss of one foot** £50,000
12 **loss of sight** in one eye £50,000
13 **loss of thumb and index finger** £25,000
14 **mutilation** £25,000.

Accidental death and dismemberment loss

The **loss of life**, **loss of speech**, **loss of hearing**, **loss of one hand**, **loss of both hands**, **loss of one foot**, **loss of both feet**, **loss of sight** in one eye, **loss of sight** in both eyes, **loss of thumb and index finger**, or **mutilation** directly arising from a **car jacking**, **aggravated burglary**, **aggravated assault**, **hijacking**, **kidnap** or **child abduction incident** and satisfying all of the following:

1 but for the **incident**, the death or dismemberment is sudden, unexpected and unforeseen
2 it is independent of any illness, disease or other bodily malfunction
3 it arises from a source external to the **victim**
4 it occurs within 12 months of the **incident**.

Aggravated assault

An unlawful act of violence or threat of violence to **you** by a person who has unlawfully taken or attempted to take any possessions belonging to **you** whilst away from **your home**.

Aggravated burglary

An unlawful act of violence or threat of violence to **you** or **your guest** by a person who has gained unlawful entry into a **home** listed in **your schedule**, a **temporary residence**, vessel or motor home, while **you** or **your guest** are present.

Air rage

Actual physical **bodily injury** to **you** by a violent person unknown to **you** while **you** are occupying an aircraft as a passenger.

Beneficiary

The person or entity to be paid the benefit if a **victim** suffers a covered **loss of life**, in the following order:

1 spouse of the **victim** who lived with the **victim**
2 domestic partner of the **victim** who lived with the **victim** at the address shown in the **schedule** if there is no spouse
3 equal shares to the surviving children of the **victim** if there is no domestic partner
4 equal shares to the surviving parents of the **victim** if there are no children
5 equal shares to the surviving siblings of the **victim** if there are no parents
6 the estate of the **victim** if there is none of the above.

Bodily injury

Physical bodily harm, including resulting sickness or disease, or death arising from physical bodily harm.

Buildings

Permanent structures other than **outbuildings** comprising **your home**, of **standard construction** (unless otherwise shown in the **schedule**) including:

1 **fixtures and fittings** and climate control systems
2 swimming pools, swimming pool covers and plant, ornamental fountains and ponds
3 hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, fences, hedges, bridges and cattle grids
4 underground service pipes, cables, septic tanks, sewers, drains, domestic fuel tanks, externally fixed radio and television aerials, satellite dishes, their fittings and masts, solar panels and wind turbines
5 external lighting and security systems
6 barns and garages of **standard construction**, domestic greenhouses, garden sheds at the same address

all belonging to **you** or for which **you** are legally responsible within the boundaries of **your home**.

Business

Domestic duties, **incidental office duties** and **incidental farming activities** in relation to the **home**.

Business contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents all belonging to **you** or **your** employment for which **you** are legally responsible

Car jacking

The forced and unlawful removal or detention of **you** whilst operating or occupying a private passenger vehicle, motorcycle or motor home that **you** own or rent, or the forced and unlawful removal or detention of an **insured relative** whilst operating or occupying a private passenger vehicle, motorcycle or motor home owned or rented by **you** with **your** permission.

Child abduction

The unlawful taking or detention of one or more of **your** children or one or more children under **your** care, under the age of 13 years.

Contents

The contents of **your home** including

1 household goods and equipment, free-standing domestic appliances, carpeting, furnishings, **business contents**, refrigerated, frozen and other food and drink
2 **personal effects**
3 **outdoor and garden items**
4 the personal property of permanent members of **your** household in full-time education whilst away from the **home** (but not their **money** or **credit cards**, or their **contents** insured elsewhere)
5 the personal property of **your** parents and grandparents who are resident in a nursing or residential care home (but not their **money** or **credit cards**, or their **contents** insured elsewhere)
6 remote controlled power driven toys and models
7 **motorised sit-in toy or miniature vehicles**
8 **domestic garden machinery**
9 **quad bikes**
10 trailers and non-motorised horseboxes up to 12 feet in length
11 golf trolleys, golf buggies, motorised and non-motorised wheelchairs, mobility scooters and carriages
12 **money** and **credit cards**
13 **jewellery and watches**, and guns
14 metered domestic water, gas and heating oil
15 **fine arts and antiques**, not exceeding £35,000 any one item, pair or set
16 **incidental farming property**

all belonging to **you** or for which **you** are legally responsible but excluding

- i any part of the **buildings**, **outbuildings**, **tenants improvements**, fitted furniture, fitted appliances, **fixtures and fittings**
- ii **motor vehicles** and watercraft, their keys and accessories (except as allowed for above)
- iii aircraft including pedestrian controlled power driven toy and model aircraft
- iv caravans
- v animals, birds and fish.

Credit card(s)

Cheque, credit, charge, debit, cash dispenser and bankers' card(s).

Damage

Physical loss, physical damage or physical destruction.

Damage/Loss

Physical loss, physical damage or physical destruction.

Domestic duties

Those duties relating to **you**, **your home** and gardens, including general maintenance but excluding demolition, alterations, extensions or renovations.

Domestic employee

Any person who is
1 employed by **you** under a contract of service
2 self-employed and working on a labour-only basis under **your** control or supervision
in connection with **domestic duties**, **incidental office duties** or **incidental farming activities**, including housekeepers, cleaners, nannies, gardeners, grooms, butlers and maids.

Domestic garden machinery

Powered lawn mowers, scarifiers, strimmers, brush cutters, leaf sweeping machines, outdoor vacuum/blower equipment, chain saws, hedge cutters, attachments and accessories of all types and designs used for private purposes and kept at the **home**.

Endorsement

A change in details or a variation in the terms, conditions and/or exclusions of this insurance as stated in the **schedule**.

Environmental building materials

A product that meets the industry recognised standard for that product category attributed to one or more of the following:
1 use of less energy, water and/or natural resources by way of, for example, insulation and framing, carpet and flooring, lighting systems
2 the creation of less waste by way of, for example, interior plumbing applications
3 providing a healthier environment for the people living inside by way of heating and cooling equipment, paints, architectural coatings, primers, undercoatings, adhesives and sealants.

Excess(es)

The amount(s) stated in the **schedule** that **we** will deduct from any claims settlement **we** make. All claims arising out of one incident of **loss** or **damage** will be treated as one claim.

Fine art and antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including
1 antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
2 sculptures (inside or outside the **home**), ornaments, porcelain and glass
3 clocks, barometers, mechanical art and objets d'art
4 those made of precious metals or precious stones including gold, silver, platinum, pewter and plate
5 stamp and coin collections, wines, memorabilia and other collectibles such as models, dolls and guns
all belonging to **you** or for which **you** are legally responsible.

Fixtures & fittings

All items that are fixed to and form part of the structure of **your home** including
1 interior decorations including wallpaper, murals and stencilling
2 bathroom suites
3 fitted domestic appliances
4 fitted kitchens
5 fitted furniture
6 flooring.

Funds

Credit balances in **your** name held at a financial institution.

Guest

Any regular **domestic employee** at a **home** listed in **your schedule** or any other person invited by **you** into a **home** listed in **your schedule**.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by the swelling of the ground.

Hijack

The unlawful detention of **you** by violence or threat of violence by a person or group unknown to **you**, where such unlawful detention exceeds four hours while in or aboard a commercial vehicle or vessel.

Home

The house or self-contained flat at the address(es) shown in the **schedule**, including **outbuildings**, **tenants improvements**, domestic greenhouses, garages and sheds used for domestic, **incidental office duties** or **incidental farming activities** at the same address.

Incident	Any loss or accident to which this insurance applies including continuous or repeated exposure to the same general harmful conditions, which first occurs during the **period of insurance**.
Incidental farming activities	Part-time farming activities including hunting, shooting, fishing and the provision of stabling and livery (but not riding schools and establishments) at the **home** provided that, during the **period of insurance**, the hours worked by all employees does not exceed 1,500 hours and the total gross annual revenue does not exceed £25,000.
Incidental farming property	Non self propelled farm machinery and equipment, animal medicines, feedstuffs, bedding, livestock handling equipment owned by **you** in **outbuildings** pertaining to the **home** listed in the **schedule**.
Incidental office duties	Duties relating to employment by **you** to undertake clerical, secretarial, financial and administrative tasks.
Injury (applicable to Domestic Employers Liability cover only)	Bodily injury, death, disease, illness.
Insured relative	The following relatives of the person named in **your schedule** and a spouse or domestic partner who lives with that person at the address shown in the **schedule**: 1 children, their children or other descendants of theirs 2 parents, grandparents or other ancestors of theirs, including adoptive parents, stepparents and step grandparents 3 siblings, their children or other descendants of theirs who do not live with **you**, including spouses or domestic partners of all of the above.
Jewellery and watches	
Jewellery	Individual articles (or collections) of personal adornment containing gemstones or pearls, silver, gold, platinum or other precious or semi-precious metals, set and unset gemstones.
Watches	Collections of, or individual items of, personal time keeping devices, designed to be carried or worn on the person.
Kidnap	The unlawful detention of **you** (except a minor by its parent or lawful guardian) by violence or threat of violence by a person or group unknown to **you** for the purpose of demanding a ransom as a condition of **your** release.
Landslip	Downward movement of sloping ground.
Loss	Physical loss, physical damage or physical destruction.
Loss/damage	Physical loss, physical damage or physical destruction.
Loss of one foot or both feet	The permanent and total loss of function of either one or both feet as determined by a **medical professional**.
Loss of one hand or both hands	The permanent and total loss of function of either one or both hands as determined by a **medical professional**.
Loss of hearing	The permanent and total loss of hearing in both ears as determined by a **medical professional**.
Loss of life	Death, including clinical death, as determined by a **medical professional** or similar local medical authority.
Loss of sight	The permanent and total loss of sight in either one or both eyes as determined by a **medical professional**.
Loss of speech	The permanent loss of the capability of speech as determined by a **medical professional**.
Loss of thumb and index finger	The permanent and total loss of function of a thumb and index finger, on the same hand, as determined by a **medical professional**.

Medical expenses
The costs incurred for medical (excluding psychiatric), surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral expenses.

Medical professional
A person who is licenced as a medical doctor and/or physician under the laws of the country in which treatment is given to a **victim**, who is qualified to diagnose and practice such medical treatment and is regulated by their professional body and/or the individual country.

Money
Your personal money including
1 current cash, cheques, travellers cheques, postal orders, money orders and bank drafts
2 travel and other tickets and vouchers with a fixed monetary value, phone cards and current postage stamps
3 savings stamps and certificates, premium bonds and share certificates.

Motorised sit-in toy or miniature vehicles
Self propelled, small scale, models however powered (including small size motor cycles with an engine size not exceeding 50cc), not designed for road use and children's powered go-carts used within the grounds of the **home** but not including construction or contractors plant type machinery whether of small scale or otherwise.

Motor vehicles
Any wheeled or tracked vehicle, powered by an internal combustion, electric motor or steam engine and their accessories except for **quad bikes**, **motorised sit-in toy or miniature vehicles**, **domestic garden maintenance equipment**, electrically assisted cycles, golf buggies used for golfing purposes, motorised wheelchairs and mobility scooters not registered for road use.

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

Offshore
Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Outbuildings
Free-standing permanent structures, other than **buildings**, within the boundaries of **your home** including
1. garages, stables, barns, studios, pool houses and summer houses
2. structures used in connection with **incidental farming activities**
3. structures for other use as shown in the **schedule**

all belonging to **you** or for which **you** are legally responsible excluding any structure which has a roof (wholly or in part) constructed of thatch unless shown in the **schedule**.

Outdoor and garden items
Those items designed to be left outdoors including garden furniture, children's play equipment, portable cloches and garden frames, statutes and ornaments, flower pots, outdoor swimming pool covers and accessories but not **fine art and antiques**, **quad bikes**, **motorised sit-in toy or miniature vehicles**, **domestic garden maintenance equipment or motor vehicles**.

Period of insurance
The period for which this insurance is in force as shown in **your schedule**.

Personal effects
Clothing, baggage and items worn, used or carried by **you** including
1 furs
2 spectacles, contact lenses and hearing aids
3 photographic, mobile communication and computer equipment
4 pedal cycles, saddles, tack, hand or wind propelled watercraft (up to 12 feet in length), other sports equipment and specialist clothing and other similar items

all belonging to **you** or for which **you** are legally responsible.

Pet
Domestic cat(s) and dog(s) but excluding any dog described in Section 1(1) of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation.

Quad bikes
All terrain vehicle (ATV) not designed for or registered for road use whether of three, four or more wheeled design and construction and spare parts and accessories owned or used in conjunction with the ATV.

Road rage

Actual physical **bodily injury** to **you** or **your** chauffeur by a violent person unknown to **you** while **you** or **your** chauffeur are occupying a private motor vehicle.

Schedule

That part of this insurance which shows current details of the **policyholder**, the **period of insurance**, the property insured, the covers in force, the **sums insured** and any **excess(es)** and **endorsements** which apply.

Stalking threat

Protection against the threat of stalking, physical injury, harassment or **damage** to **your home** during the **period of insurance** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction issued to protect **you**.

Standard construction

Buildings constructed of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

Structural alteration

Repair of or work on **buildings** or **outbuildings** involving any of the following:
i. creation of additional habitable areas (including cellars, basements and lofts)
ii. alteration of, foundations (including under pinning)
iii. creation of new openings in external walls (other than solely for pipe and ventilator access)
removal of:
i. any load bearing wall, pier, pillar or other parts thereof
ii. demolition of any part of the **buildings** or **outbuildings**.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Sum insured

Each **sum insured** or agreed value stated in the **schedule**.

Temporary residence

A private
1 house or flat not owned by **you**
2 sleeping quarter(s) in a hotel, motel, inn, villa, spa or resort
3 sleeping quarter(s) on a commercial ocean liner or other similar commercial vessel
that **you** are occupying or visiting by invitation.

Tenants improvements

Improvements, alterations, decorations which have been undertaken, as tenants, by **you** or previous occupiers but not if covered by the landlord's or any other insurance.

Terrorism

Any act(s) of any person(s) or organisation(s) involving
1 the causing, occasioning or threatening of harm of whatever nature and by whatever means
2 putting the public or any section of the public in fear
in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

United Kingdom

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

Unfurnished

At the time of the **loss** or **damage** the **home** has not been sufficiently furnished for normal living purposes for more than 30 consecutive days.

Unoccupied

At the time of the **loss** or **damage** the **home**, although furnished, has not been lived in for more than 60 consecutive days.

Valuables

Fine art and antiques, **jewellery**, **watches** and guns, all belonging to **you** or for which **you** are legally responsible.

Victim

The person(s) listed below who suffers an **accidental death** and **dismemberment loss** after one of these **incidents**:

1 **you** if an **aggravated assault**, **hijacking** or **kidnap incident**
2 **you** or a **guest** if an **aggravated burglary incident**
3 **you** or an **insured relative** if a **car jacking incident**
4 **your** child(ren) or a child(ren) under **your** care if a **child abduction incident**.

Voluntary work

Voluntary work for, unpaid work as a director or officer of, a registered charity or other non-profit seeking organisation

We/us/our

Oak Underwriting plc, a member of the Royal and Sun Alliance Group of Companies.

You/your/policyholder

The person(s) named in the **schedule** as the **policyholder** and, other than in respect of Liabilities, Section 3 Domestic Employers Liability, all members of their household (including **domestic employees** and those in full time education) who permanently reside with them at the **home** and, where applicable, their personal representatives.

HOW WE WILL SETTLE CLAIMS

We will pay the cost of restoring, repairing or rebuilding insured **damage** to **buildings**, **outbuildings** or **tenants improvements** provided that such work is carried out, but not the cost of extending, refurbishing or improving the **buildings**, **outbuildings** or **tenants improvements**.

We **will** also pay the costs incurred with our agreement, for

1 architects, surveyors, consulting engineers, legal and other fees to repair, rebuild or replace the **buildings** or **outbuildings**
2 clearing the site and making the site and **home** safe
3 complying with government or local authority requirements (provided the **buildings** and **outbuildings** were originally built according to any government and local authority regulations in force at the time)

but **we** will not pay

i fees and costs relating to undamaged parts of the **buildings** and/or **outbuildings**
ii fees and costs incurred in preparing **your** claim
iii costs for any requirements notified to **you** before the **damage** occurred.

INFLATION PROTECTION

We will also increase the **sum insured** shown in the **schedule** automatically, by the amount shown in the Royal Institution of Chartered Surveyors House Rebuilding Cost Index, or similar appropriate index, being used by **us** and future renewal invitations will be based on the adjusted amount. For **your** protection **we** will not reduce the **sum insured** if the index moves down unless **you** ask **us** to.

BASIS OF SETTLEMENT

If **you** have previously provided **us** with, and **we** have accepted, a full independent professional valuation which is no more than three years old at the time of the **loss**, **we** will pay the cost of the repair or reinstatement up to 150% of the **sum insured** shown in the **schedule**.

Where you have not provided **us** with a full independent professional valuation, which is no more than three years old at the time of the **loss**, **we** will pay the cost of repair or reinstatement up to the **sum insured** shown in the **schedule** plus the cost of alternative accommodation, as provided for by the policy.

In the event of **damage** to part or part(s) of a fitted bathroom suite, sanitary installation or fitted kitchen **we** will pay the cost of renovation, repair or replacement. If it is not possible to repair or replace the component **we** will pay for a replacement suite of similar quality and specification, including waste fittings, taps and component parts.

DEDUCTION OF EXCESS

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim.

Where a claim

- exceeds £25,000
- for **damage** to **buildings** arises from **aggravated burglary** (Lifestyle and Leisure)

no **excess** will be deducted. However, this waiver does not apply to claims resulting from **subsidence**, **landslip** or **heave** or any **home unoccupied** or **unfurnished** at the time of the **loss**.

AUTOMATIC REINSTATEMENT OF SUM INSURED

Provided that you carry out any reasonable recommendations we make to reduce any further **damage** or injury within the timescales advised, **we** agree that **we** will reinstate **your sum insured** from the date upon which **we** are advised that the repairs have been completed.

THE COVER

We will insure **you** for **damage** to **buildings**, **outbuildings** and **tenants improvements** during the **period of insurance**

THE EXCLUSIONS

but **we** will not pay for

1 any **loss** or **damage** for which compensation will be provided or which, but for the existence of this insurance, would have been provided under any contract, legislation guarantee or other more specific insurance
2 the cost of routine maintenance and decoration
3 **damage** resulting from any building works and/or heat processes (including restoration, repair, redecoration, maintenance or other similar work) where
   i the estimated value of all phases of work in a project is £100,000 or more, including VAT and materials supplied by **you** and/or
   ii there is **structural alteration** of the **home**
4 **damage** caused by or comprising
   i storm or flood to gates (other than electrically operated gates), hedges, fences, trellises
   ii frost
   iii inherent defect, defective design, defective workmanship or the use of defective materials but resultant **damage** is covered unless another exclusion applies
   iv demolition, alteration, construction, renovation, repair, restoration or similar process
   v exposure to light, wet and dry rot, rising damp, fungus, mould, infestation, insects
   vi vermin other than by squirrels in a sudden, identifiable and unexpected event
   vii chewing, scratching, tearing and fouling by domestic pets other than **your** domestic cats and dogs not exceeding £7,500 any one claim and £15,000 in any **period of insurance**
   viii normal settlement, shrinkage, warping, corrosion, wear and tear or other gradually operating causes including but not limited to rust, oxidation, smoke, smudge and any deterioration of the **buildings** or **outbuildings**
   ix **subsidence landslip** or **heave**
      a to swimming pools, swimming ponds, ornamental ponds, fountains, hard tennis courts, terraces, patios, driveways, footpaths, boundary and garden walls, bridges, gates, fences, septic tanks and fixed domestic heating fuel tanks unless there is **damage** to the **home** at the same time and by the same cause
      b resulting from
         - coastal or river erosion
         - gradual erosion of the edges of cliff faces or quarry workings
         - demolition, construction, **structural alteration**
         - the movement of solid floor slabs unless there is **damage** to the foundations under the external walls at the same time and by the same cause
         - new structures bedding down
         - the settling of newly made up ground
         - foundations which fail to meet the buildings regulations at the time of construction

5 **damage** whilst the **home** is **unoccupied** caused by
   i theft, attempted theft, vandalism and malicious acts unless from the outset, all security protections are in full and effective operation
   ii **damage** to, or resulting from, or water freezing in, or suddenly leaking from, fixed domestic water and heating installations, water beds, fish tanks and domestic appliances unless from the outset the water supply is turned off at the mains and all systems (to include fixed water tanks, apparatus and pipes) drained or the entire **home** is heated to a constant minimum temperature of 10°C and the **home**
6 **damage** whilst the **home** is **unfurnished** caused by
   i theft, attempted theft, vandalism and malicious acts
   ii **damage** to or water freezing in or suddenly leaking from fixed domestic water and heating installation, water beds, fish tanks and domestic appliances
   iii oil leaking from any fixed domestic heating installation.

We will also pay

1 Reward

A reward of up to £5,000 to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **damage** or **loss** which is the subject of an insured claim.

2 Alternative accommodation and loss of rent following insured damage

We will pay the costs of comparable alternative accommodation for **you**, **your** pets and horses as well as the cost of taking the **contents** of **your home** to the alternative accommodation and loss of rent and ground rent payable by **you** for up to 5 years from the date of the **damage** where as a direct result of insured **damage** covered under this policy the **home** cannot be lived in provided **your** policy remains in force throughout

but **we** will not pay any costs
1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
2 Incurred before **you** obtained **our** consent unless immediate action was required for safety reasons
3 hotel accommodation other than in respect of the first 7 consecutive days following the damage which resulted in the home not being lived in, unless **we** have confirmed **our** agreement in writing
4 following completion of repairs to the **buildings** or **tenants improvements**.

3 Alternative accommodation and loss of rent following forced evacuation

We will pay the costs of comparable alternative accommodation for **you**, **your** pets and horses as well as loss of rent and ground rent payable by **you** or to **you** for up to 1 year from the date of evacuation where you are prohibited access to the **home** by a local or police authority as a direct result of **damage** to neighbouring property which would otherwise have been covered by this insurance had **your home** been damaged

but **we** will not pay any costs
1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons
3 following a lifting of the prohibition on access to **your home** by the relevant local or police authority or similar body.

4 Underground services

The cost of repairing or replacing underground service pipes, cables and sewers, sceptic tanks and drains for which **you** are legally responsible following **damage**.

5 Tracing leaks

We will pay the cost of tracing the source of an escape of water, gas, oil or Liquified Petroleum Gas (LPG), from inside the **home** from any fixed domestic water or heating installation and any resulting repairs to floors, walls and ceilings or from underground service pipes outside the **home** for which **you** are legally responsible

but **we** will not pay

1. for any **loss** or **damage** to the water or heating installation
2. more than the **buildings sum insured**.

6 Domestic oil leakage

Up to 5% of the **buildings sum insured** but no more than £50,000 in any one **period of insurance** for the cost of cleaning up contamination or pollution of soil and/or water at the **home** caused by a sudden, unforeseen and identifiable oil leakage from **your** domestic oil installation

but **we** will not pay for these costs

1. when the **home** is **unoccupied** or **unfurnished** at the time when the leakage started.

7 Garden re-landscaping

Up to 10% of the **buildings** and **outbuildings sum insured** in any one **period of insurance** for the re-landscaping of the gardens of **your home** to restore them to their previous condition following **damage** to the **buildings** or **outbuildings** resulting from fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, civil disturbance, vandalism or malicious acts, falling trees, telegraph poles, lamp posts, pylons or the emergency services

but **we** will not pay

1. more than £2,500 for the removal and/or replanting and/or replacing of any one tree, plant or shrub
2. for any **damage** to paddocks and woods
3. costs relating to undamaged part of the gardens.

8 Trespass protection

Up to £50,000 in any one **period of insurance** to restore the land at **your home** to the same condition immediately prior to the **damage** occurring following any unlawful trespassing, including the removal of any items(s) left behind by the trespassers and any other costs incurred by **you** that are not covered under the garden re-landscaping section of this policy

but **we** will not pay unless, upon discovery of the trespass, the police authority are notified immediately.

9 Temporary removal of fixtures and fittings

Up to 10% of the **buildings sum insured** for insured **damage** during the **period of insurance** to permanent **fixtures and fittings** removed from the **buildings** for up to 60 days for repair, restoration or safekeeping

but **we** will not pay for **damage** to **fixtures and fittings** in transit or in an unattended vehicle unless

1. the vehicle is secured using all installed security devices when left unattended
2. the **fixtures and fittings** are packed and secured within a vehicle appropriate to the nature of the item(s).

10 New fixtures and fittings

Up to 10% of the **buildings sum insured** for **damage** to new **fixtures and fittings** being installed in the **home** provided that **you** notify **us** within 60 days of the date of delivery and pay any reasonable additional premium **we** require. If **you** do not notify **us** within the time allowed **we** reserve the right not to insure the item(s) concerned

but **we** will not pay

1. if the installation requires any **structural alterations** to the **buildings**
2. if there is a contractual requirement for **you** to effect specific insurance
3. for items which have been left in the open.

11 Unfixed building materials

Up to 10% of the **buildings sum insured** but no more than £50,000 for **damage** to newly acquired unfixed building materials and supplies owned by **you** and kept within the boundaries of **your home** for use in the construction, maintenance or alteration of **your home**

but **we** will not pay

1 if the installation requires any **structural alterations** to the **buildings**
2 if there is a contractual requirement for **you** to effect specific insurance.

12 Locks and keys

We will pay for the cost of replacing the keys to the **home** including alarms, safes and strong rooms of the **home** where the keys have been lost or stolen. Where there is no immediate security risk, **you** must obtain **our** written agreement before any locks are replaced. No **excess** will be applied to a claim.

13 Emergency access

Up to £2,500 towards the cost of repairing or replacing the **buildings** as a result of **damage** following forcible entry to **your home** to attend a medical emergency.

14 Preventative measures

We will pay up to

a £1,000 following an insured **loss** exceeding £10,000
b £2,500 following an insured **loss** exceeding £25,000
c. £5,000 following an insured **loss** exceeding £50,000

caused by escape of water, fire, flood or storm towards the cost of alterations or installations, which **we** agree with **you**, to prevent or mitigate future **loss** by the same peril

but **we** will not pay

1 unless the **buildings** are in a good state of repair
2 for the cost of routine maintenance and decoration.

15 Special alterations to the home

Up to £25,000 towards the cost of essential alterations to or adapting the **home** necessitated by **your** identifiable physical injury caused directly by a sudden and unforeseen accident during the **period of insurance**

but **we** will not pay for special alterations following physical injury to **domestic employees** unless

1 they were residing with **you** prior to their injury
2 they will continue to reside with **you** following the injury.

16 Domestic energy and water expenses

We will pay the additional costs

a up to £5,000 to purchase all of **your** domestic electrical power from an energy company
b up to £5,000 for the purchase of replacement water

and

we will compensate **you** for

c up to £5,000 for lost income generated from selling surplus energy back to the energy company

following insured **damage** to **your** solar, wind or geothermal electrical power-generating system or alternative water source

but **we** will not pay

1 more than £10,000 in total for any one claim
2 for any claim where **you** do not begin to replace or repair the damaged system within 30 days from the date of the **damage**.

17 Environmental upgrade

We will pay up to

a £1,000 following an insured **loss** exceeding £10,000
b £2,500 following an insured **loss** exceeding £25,000
c £5,000 following an insured **loss** exceeding £50,000

towards the cost of installing a solar, wind or geothermal electrical power-generating system as part of the repair to the household heating and/or water system of **your home**

but **we** will not pay

1 if this is not the first such system to be installed at the **home**
2 if the heating and/or water system has not been damaged.

18 Environmental building materials

We will pay up to

a £1,000 following an insured **loss** exceeding £10,000
b £2,500 following an insured **loss** exceeding £25,000
c £5,000 following an insured **loss** exceeding £50,000
d £50,000 following a total **loss** to **your home**

for the installation of **environmental building materials** as part of the repair or replacement of **your home**.

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

19 Environmental expenses

We will pay up to

a. £5,000 for environmental consulting services approved by **us**
b £500 for the purchase of carbon offsets to neutralise increased emissions

following a total **loss** to **your home**

but **we** will not pay unless proof of certification is provided.

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

20 Interested parties

The bank, building society or other institution shown in the **schedule** as having an interest as having an interest in the **buildings** will be treated as a joint **policyholder**. **We** agree to comply with the institutions usual conditions provided

a these have been lodged with **us**
b always that such conditions are not inconsistent with the scope of cover provided by this insurance.

21 Selling the home

The buyer of **your home** will be entitled to the benefit of the cover provided for **damage** to the **buildings** for the period from exchange of contracts (or, if the **home** is in Scotland, **your** acceptance of the offer to purchase) to the completion of the sale, subject always to the terms, conditions and exclusions of this insurance

but **we** will not pay

1 the buyer's cost of alternative accommodation and loss of rent
2 if the **buildings** are more specifically insured by the purchaser or on the purchaser's behalf.

22 Contents of a let home

Up to £5,000 for **damage** to the carpets, curtains and domestic appliances where **your home** is let **unfurnished**

but **we** will not pay for any **damage** insured elsewhere.

HOW WE WILL SETTLE CLAIMS

We will, following **loss** or **damage** repair or pay for or replace at **our** option any lost or damaged article as if it were new.

Unless specifically amended in the **schedule**, **we** will not pay more per claim than the limits shown below for the categories listed. These limits form part of and do not in any way increase the total **contents sum insured**.

Jewellery and watches	£5,000	in total
Guns	£5,000	in total
Business contents	£20,000	in total
Hand or wind propelled watercraft (up to 12 feet in length)	£10,000	per craft
Trailers and non-motorised horseboxes (up to 12 feet in length)	£10,000	per trailer/horsebox
Quad bikes and **sit-in toy or miniature vehicles**	£10,000	per machine
Incidental farming property	£10,000	in total
Fine art and antiques made of precious metals or precious stones including gold, silver, platinum, pewter and plate	£10,000	in total

INFLATION PROTECTION

The **sum insured** will be adjusted automatically by the application of the Consumer Durables Household Goods section of the Retail Price Index or similar appropriate index , during each **period of insurance**. The renewal premiums will be calculated on the adjusted **sum(s) insured**. For **your** protection **we** will not reduce the **sum insured** unless **you** ask **us** to.

BASIS OF SETTLEMENT

We will pay up to 125% of the **sum insured** if **you** have provided **us** with, and **we** have accepted, a full independent professional valuation which is no more than three years old at the time of the **loss**. Where **you** have not provided such a valuation or it is more than three years old, **we** will pay up to the **sum insured**.

Where one or more component parts of a pair, set or suite of furniture, other than an item of **fine art or antiques** is the subject of a claim for **damage**, **we** will pay for the repair, replacement or restoration of the damaged component part(s), where this is not possible **we** will pay for the repair, alteration or replacement of the whole pair, set or suite, provided that **you** agree to surrender any undamaged component parts to **us** and **we** agree to accept them.

We agree not to reduce the **sum insured** after the payment of all or part of **your** claim provided that **you** agree to implement any requests notified to **you**, to manage the risk of future **loss**, **damage** or injury, within the timescales advised.

DEDUCTION OF EXCESS

After arriving at a claims settlement (or application of policy limit when applicable), **we** will deduct the applicable **excess** before paying the claim.

Where a claim

- exceeds £25,000
- for **loss** or **damage** to **contents** arises from **aggravated burglary** or **aggravated assault** (Lifestyle and Leisure)

no **excess** will be deducted. However, this waiver does not apply to claims resulting from **subsidence**, **landslip** or **heave** or any **home unoccupied** or **unfurnished** at the time of the incident for which the claim has been made.

THE COVER

We will insure **you** for **loss** of or **damage** to **contents** anywhere in the world during the **period of insurance**

THE EXCLUSIONS

but **we** will not pay for

1 any **loss** or **damage** for which compensation will be provided or which, but for the existence of this insurance, would have been provided under any contract, legislation, guarantee or other more specific insurance

2 damage resulting from any building works (including restoration, repair, redecoration, maintenance or other similar work including heat processes) where
   - i the estimated value of all phases of work in a project is £100,000 or more, including VAT and materials supplied by **you** and/or
   - ii there is **structural alteration** of the **home**

3 a **damage** whilst in transit unless it has been packed and transported in a way that is relative to its value
   - b **loss** from unattended vehicle unless all installed security is put into operation.

4 **loss** or **damage** to
   - i any motorised wheelchair, mobility scooter/carriage, golf trolley, golf buggy, **quad bike** or **motorised sit-in toy or miniature vehicle**, trailer and non-motorised horseboxes being used in circumstances where any road traffic legislation applies
   - ii any **quad bike** whilst in use
     - a by any person under 17 years old
     - b for any purpose other than horse and pet care, gardening or **incidental farming activities**

5 **damage** caused by or comprising
   - i inherent defect, defective design, defective workmanship or the use of defective materials but resultant **damage** is cover unless another exclusion applies
   - ii alteration, cleaning, renovation, repair, restoration, reframing or similar process
   - iii exposure to light or extremes of temperature (unless caused by **damage** which is not excluded), frost, moisture, aridity, humidity, wet and dry rot, rising damp, fungus, mould, infestation, insects
   - iv vermin other than by squirrels, identifiable and unexpected event
   - v chewing, scratching, tearing and fouling by domestic pets other than **your** domestic cats and dogs exceeding £7,500 any one claim and £15,000 in total in any **period of insurance**
   - vi normal settlement, shrinkage, warping, corrosion, wear and tear, other gradually operating causes including but not limited to rust, oxidation, smoke and smudge

6 **damage** whilst the **home** is **unoccupied** caused by
   - i theft, attempted theft, vandalism and malicious acts to **contents** in the open
   - ii theft, attempted theft, vandalism and malicious acts to property in the **home** unless from the outset, all security protections are in full and effective operation
   - iii **damage** to or water freezing in or suddenly leaking from fixed domestic water or heating installations, water beds, fish tanks and domestic appliances or leakage of water from such items unless from the outset, the water supply is turned off at the mains and all systems drained or the **home** is constantly heated to a minimum temperature of 10°C

7 **damage** whilst the **home** is **unfurnished** caused by
   i theft, attempted theft, vandalism and malicious acts
   ii **damage** to or water freezing in or suddenly leaking from fixed domestic water and heating installation, water beds, fish tanks and domestic appliances
   iii oil leaking from any fixed domestic heating installation
8 **loss** following **damage** to the **buildings** or **outbuildings** is excluded by the **Buildings** part of this insurance (whether in force or not) resulting from **subsidence**, **landslip** or **heave** of the site on which the **buildings** stand
9 any **loss** or **damage** to lottery tickets, pools coupons, raffle tickets or other gambling tickets or winnings
10 **loss** of metered water, gas and oil whilst the **home** is **unoccupied** or **unfurnished**.

We will also provide cover for

1 Reward

A reward of up to £5,000 to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **loss** which is the subject of an insured claim.

2 Alternative accommodation and loss of rent following insured damage

The costs of
   a comparable alternative accommodation for **you**, **your** pets and horses and the cost of taking the **contents** of **your home** to the alternative accommodation as well as loss of rent and ground rent payable by you for up to 5 years
   b loss of rent and ground rent payable to **you** for up to 3 years

from the date of the **damage** where as a direct result of insured **damage** covered under this policy, the **home** cannot be lived in provided **your** policy remains in force throughout

but **we** will not pay any costs
1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons
3 hotel accommodation other than in respect of the first 7 consecutive days following the damage which resulted in the **home** not being lived in, unless **we** have confirmed **our** agreement in writing
4 following completion of repairs to the **buildings** or **tenants improvements**.

3 Alternative accommodation and loss of rent following forced evacuation

The costs of
   a comparable alternative accommodation for **you**, **your** pets and horses as well as loss of rent and ground rent payable by **you** or to **you** for up to 1 year from the date of evacuation
   b up to £5,000 for emergency clothing or other emergency provisions that **you** need

where **you** are prohibited access to the **home** by a local or police authority as a direct result of **damage** to neighbouring property which would otherwise have been covered by this insurance had **your home** been damaged

but **we** will not pay any costs
1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons
3 following a lifting of the prohibition on access to **your home** by the relevant local or police authority, or similar body.

4 Spoilage of food

The spoilage of food and drink in **your** refrigerators and freezers caused by **damage** or their accidental failure at the **home**. **We** will also pay up to £1,000 towards the reasonable cost of hiring an alternative refrigerator or freezer, provided that **you** do all that is possible to minimise the period of hire. No **excess** will be applied to a claim.

5 Contents of guests and non-resident domestic employees

We will pay for **damage** in the **home** to the personal possessions of guests and non resident **domestic employees**

but **we** will not pay for **loss** of or **damage** to

1. **money** or **credit cards**
2. **jewellery and watches**, guns
3. **contents** insured elsewhere.

6 Digital music, video and photographs

Up to £10,000 any one claim for the cost of replacing or restoring **your** personal digital music files, personal digital video files and personal digital photographs following insured **damage**

but **we** will not pay for

1. the cost of replacing or restoring any bespoke computer operating system or software
2. any illegal material.

7 Personal documents and title deeds

Up to £50,000 any one claim for the cost of replacing or restoring **your** personal documents, computer records and title deeds following insured **damage**

but **we** will not pay the cost of replacing or restoring any bespoke computer operating system or software.

8 Business documents

Up to £10,000 any one claim for the cost of replacing or restoring **your business** documents and computer records following insured **damage**

but **we** will not pay for the cost of replacing or restoring any bespoke computer operating system or software.

9 Locks and keys

We will pay for the cost of replacing the keys to the **home** including alarms, safes and strong rooms of the **home** where the keys have been lost or stolen. Where there is no immediate security risk, **you** must obtain **our** written agreement before any locks are replaced. No **excess** will be applied to a claim.

10 Marquees

Up to £50,000 for **loss** or **damage** to a marquee and associated lighting, heating and furnishings that **you** hire temporarily and are legally responsible for, whilst in the boundaries of **your home**

but **we** will not pay for any **damage** insured elsewhere.

11 Gifts

Up to 25% of the **contents sum insured** for **loss** to gifts and additional provisions occurring 30 days before and 30 days after a wedding, civil ceremony, anniversary, birthday, religious or other celebration

but **we** will not pay for these items beyond this period, if **you** do not notify **us** within 30 days after the event.

12 New acquisitions

Up to 25% of the existing **contents sum insured** for newly acquired **contents** on condition that **you** notify **us** within 60 days of the acquisition and pay the full additional premium **we** require

but **we** will not pay for these items beyond this period, if **you** do not notify **us** within 60 days of the acquisition.

13 Tracing leaks

We will pay the cost of tracing the source of an escape of water , gas, oil or Liquified Petroleum Gas (LPG), from inside the **home** from any fixed domestic water or heating installation and any resulting repairs to floors, walls and ceilings

but **we** will not pay

1 if **you** are not the tenant or leaseholder
2 for any **damage** to communal areas of the **buildings**
3 for any **damage** insured elsewhere
4 for any **loss** or **damage** to the water heating installation.

14 Garden re-landscaping

Up to 10% of the **contents sum insured** in any one **period of insurance** for the re-landscaping of the gardens of **your home** to restore them to their previous condition following **damage** to the **contents** resulting from fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, civil disturbance, vandalism or malicious acts, falling trees, telegraph poles, lamp posts, pylons or the emergency services

but **we** will not pay

1 if **you** are not the tenant or leaseholder
2 more than £2,500 for the removal and/or replanting and/or replacing of any one tree, plant or shrub
3 costs relating to undamaged part of the gardens
4 for any **damage** to communal garden areas, paddocks or woodland
5 for any **damage** insured elsewhere.

15 Removal by professional contractors

Damage to **contents** in course of removal by professional removal contractors between **your home** in the **United Kingdom** and any new residence insured by **us** in the **United Kingdom** including temporary storage of up to 30 days

but **we** will not pay for

1 **loss** or **damage** in transit unless the item has been packed and transported in a way that is appropriate to its nature and value
2 any **damage** which occurred outside the **period of insurance** unless cover continues to be provided by this insurance
3 any **damage** insured elsewhere.

16 Contents not usually kept in the home

Up to 20% of the **contents sum insured** for **loss** or **damage** to **the contents** whilst at

a any additional or replacement private residence owned or lived in by **you**, in the **United Kingdom** not shown on the **schedule**
b **your** caravan or beach hut
c **your** place of work

but **we** will not pay for **loss** of or **damage** to

1 **contents** usually kept in a **home** which **you** have not told **us** about within 60 days of first occupation by **you**
2 **money** and **credit cards**
3 **jewellery and watches**, guns
4 **contents** in any **unoccupied** or **unfurnished home**
5 **contents** insured elsewhere.

17 Contents in storage

Up to a maximum of 20% of the **sum insured** for **damage** to **contents** in a commercial storage facility in the **United Kingdom** for a maximum period of 30 days caused by fire, lightning, explosion, smoke, storm, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

You must provide **us** with full details and pay the full additional premium if the percentage of the **sum insured** in storage is higher than 20% of the **contents sum insured**, the period of storage is to exceed 30 days or the storage facility is outside the **United Kingdom**.

but **we** will not pay for

1 **damage** to **contents** insured elsewhere
2 **jewellery and watches**.

18 Money

We will pay up to

a £7,500 for **loss** of **your** personal **money**, or
b £10,000 for **loss** of **your** personal **money** in a locked safe at **your home**, and/or
c £30,000 in any one **period of insurance** for personal **loss** caused by the forgery or alteration of any cheques or **your** acceptance, in good faith, of forged bank notes

but **we** will not pay for

1 **money** left in an unattended vehicle.
2 **loss** of value, confiscations or shortages due to **your** error or omission.
3 **loss** of **funds**.

19 Emergency access

Up to £2,500 towards the cost of repairing or replacing the **contents** as a result of **damage** following forcible entry to **your home** to attend a medical emergency.

20 Preventative measures

We will pay up to

a £1,000 following an insured **loss** exceeding £10,000
b £2,500 following an insured **loss** exceeding £25,000
c £5,000 following an insured **loss** exceeding £50,000

caused by escape of water, fire, flood or storm towards the cost of alterations or installations, which **we** agree with **you**, to prevent or mitigate future **loss** by the same peril

but **we** will not pay

1 unless the **buildings** are in a good state of repair
2 for the cost of routine maintenance and decoration.

21 Special alterations to the home

Up to £25,000 towards the cost of essential alterations to or adapting of the **home** necessitated by **your** identifiable physical injury caused directly by a sudden and unforeseen accident during the **period of insurance**

but **we** will not pay for special alterations following physical injury to **domestic employees** unless

1 they were residing with **you** prior to their injury
2 they will continue to reside with **you** following the injury.

22 Memorial stones

We will pay up to £5,000 for **loss** or **damage** to a stone or plaque in the memorial of **your** parent, spouse, domestic partner or child and located in the **United Kingdom**.

HOME INSURANCE
VALUABLES

DEFINITIONS

The definition below applies to this section of the policy, in addition to those that apply to the whole of the policy, as detailed in the Definitions section.

Total loss	The complete **loss** of the insured property, or **damage** which would cost more than the value of the item at the time of the **incident**, to repair, restore or replace the insured property.

HOW WE WILL SETTLE CLAIMS

Additional cover for listed items, pairs or sets with valuations less than three years old.

In the event of **loss** or **damage**, to a listed item, pair and set for which **we** have accepted a valuation that is no more than three years old at the time of the **loss** or **damage**, **we** will pay up to 150% of the **sum insured** to repair, replace or renovate the item, pair or set.

FINE ART AND ANTIQUES

We will pay up to the appropriate **sum insured** calculated on the following basis:

For **total losses**

We will

a pay the **sum insured** for any individually listed item, pair or set

b pay for or replace at **our** option any item, pair or set not individually listed up to its market value at the time of the **loss** but no more than £35,000.

For all other losses

We will pay the restoration costs plus any resulting depreciation in value but no more than the unlisted item limit of £35,000 or the individually listed **sum insured**, whichever is lower.

JEWELLERY AND WATCHES, GUNS

We will pay up to the appropriate **sum insured** calculated on the following basis:

For **total losses**

We will

a i pay the **sum insured** in respect of an individually listed item, pair or set where **we** have accepted a valuation

ii pay up to the **sum insured** in respect of an individually listed item, pair or set provided that **you** can provide us with proof of ownership, description of the item and replacement value at the time of the **loss** or **damage**
or if **we** agree with **you** arrange replacement of the item, pair or set with one of matching description, design, colour and quality

b pay the cost of replacement or the market value of the item pair or set not individually listed up to £15,000, but no more than

i the market replacement value at the time of the **loss** for antique and investment guns

ii the current cost as new for all other items.

For all other losses

We will pay the restoration or repair costs plus any resulting depreciation in value but no more than the unlisted item limit of £15,000 or the individually listed **sum insured**, whichever is lower.

ALL CLAIMS

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim. Where a claim

- exceeds £25,000
- for **loss** or **damage** to **valuables** arising from **aggravated burglary** or **aggravated assault** (Lifestyle & Leisure)

no **excess** will be deducted. However, this wavier does not apply to claims resulting from **subsidence**, **landslip** or **heave** or any **home unoccupied** or **unfurnished** at the time of the **loss**.

We will own and have the right to take possession of any item, pair or set, for which **we** would, but for the deduction of the applicable **excess**, have paid the full **sum insured**.

In the event of **total loss** of an item, pair or set listed in the **schedule** the item will be deleted from cover and no return of premium will be allowed. If **you** require cover on the replacement item, pair or set **you** must instruct **us** to add the item and pay an additional premium from the date added.

THE COVER

We will insure **you** for **loss** of or **damage** to **valuables** anywhere in the world during the **period of insurance**

THE EXCLUSIONS

but **we** will not pay for any **loss** or **damage**

1 excluded under the **Contents** part of this insurance (whether in force or not)
2 to **valuables** in transit unless adequately packed and secured given the nature of the items and the means of transit
3 for **damage** caused by or comprising
   i inherent defect, defective design, defective workmanship or the use of defective materials but resultant **damage** is covered unless another exclusion applies
   ii alteration, cleaning, renovation, repair, restoration, re-framing or similar process
   iii exposure to light or extremes of temperature (unless caused by **damage** which is not excluded) frost, moisture, aridity, humidity, wet and dry rot, rising damp, fungus, mould, infestation, insects
   iv vermin other than by squirrels in a sudden, identifiable and unexpected event
   v chewing, scratching, tearing and fouling by domestic pets other than **your** domestic cats and dogs not exceeding £7,500 any one claim and £15,000 in any **period of insurance**
   vi normal settlement, shrinkage, warping, corrosion, wear and tear, other gradually operating causes including but not limited to rust, oxidation, smoke and smudge.

We will also provide cover for

1 Reward
A reward of up to £5,000 to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **damage** which is the subject of an insured claim.

2 Gifts
Up to 25% of the total **sums insured** for
   a **fine art and antiques** for **damage** to gifts of the same category as noted in the **schedule**
   b **jewellery**, **watches** and guns for **damage** to gifts of the same category as noted on the **schedule**

occurring 30 days before and 30 days after a wedding, civil ceremony, anniversary, birthday, religious or other celebration

but **we** will not pay for these items beyond this period, if **you** do not notify **us** within 30 days after the event.

3 New acquisitions
Up to 25% of the total **sums insured** for
   a **fine art and antiques** for **damage** to newly acquired items of the same category as noted on the **schedule**
   b **jewellery**, **watches** and guns for **damage** to newly acquired items of the same category as noted on the **schedule**

on condition that **you** notify **us** within 60 days of the acquisition and pay the full additional premium **we** require. If **you** do not notify us within the time allowed, **we** reserve the right not to insure the item(s) concerned

but **we** will not pay for these items beyond this period, if **you** do not notify **us** within 60 days of the acquisition.

4 Temporary removal from a bank or safe deposit

Up to a maximum of £50,000 for **damage** to **valuables** noted on the **schedule** as kept in your bank whilst temporarily removed from **your** bank or safe deposit for up to 30 days in any one **period of insurance**

but **we** will not pay for **loss** or **damage**, to items removed from the bank or safe deposit, if there is no **sum insured** shown in the **schedule** against this category.

5 Death of artist

The amount **we** will pay will be increased to the market value but no more than 200% of an individually listed **sum insured** following the death of the artist during the **period of insurance**, provided that **you** have an independent professional valuation no more than 3 years old

but **we** will not pay for

1 more than £100,000 in any one **period of insurance**
2 any **loss** after the initial twelve months following the death of the artist.

6 Defective title

We will pay up to £25,000 of an individually listed **sum insured** if during the **period of insurance** a person proves that **you** do not have good title to the item and **you** are legally required to return it to its rightful owner

but **we** will not pay for

1 items not insured with **us** at the time of purchase
2 items purchased through an auctioneer or dealer who is not a member of at least one of the following
   i British Antique Dealers Association
   ii Royal Institute of Chartered Surveyors Fine Art Faculty
   iii Society of Fine Art Auctioneers
   iv and any other recognised professional association agreed by **us** in writing prior to purchase.

7 Fine art and antiques in storage

Up to a maximum of 20% of the **sum insured** for **damage** to **fine art and antiques** in a commercial storage facility in the **United Kingdom** for a maximum of 30 days caused by fire, lightning, explosion, smoke, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

You must provide **us** with full details and pay the full additional premium if the percentage of the **sum insured** is higher than 20% the period of storage is to exceed 30 days or the storage facility is outside the **United Kingdom**.

8 Removal by professional contractors

Accidental **damage** to **fine art and antiques** in the course of removal by professional removal contractors between **your home** and any new residence insured by **us** including temporary storage of up to 30 days

but **we** will not pay for

1 **loss** or **damage** to any item in transit unless the item has been packed and transported in a way that is appropriate to its nature and value
2 any damage which occurred after the **period of insurance** unless cover continues to be provided by this insurance
3 any **damage** insured elsewhere.

HOW WE WILL SETTLE CLAIMS

The Lifestyle & Leisure section only applies to **your** policy if **you** have a **sum insured** for **contents** shown on **your schedule**.

We will pay up to the limits stated below for each covered **incident**, irrespective of how many policies or people are involved in the **incident**. If a **loss** is covered under more than one of the sections as set out below, **we** will pay under the section giving the most cover but not under more than one.

The **accidental death** and **dismemberment** amount will be paid to the **victim** other than a benefit for **loss of life** or fatal injury, which will be paid to the **beneficiary**.

If a **victim** has more than one **accidental death** and **dismemberment loss** that is covered, **we** will only pay the single largest accidental **death** and **dismemberment amount** applicable.

If multiple **victims** suffer an **accidental death** and **dismemberment loss** in the same **incident**, **we** will only pay up to a maximum of £100,000 and, if the total combined **accidental death** and **dismemberment losses** exceed £100,000, the sum of £100,000 will be split proportionally based on each applicable **accidental death** and **dismemberment** amount payable.

The most **we** will pay for any covered **incident** or multiple **incidents** is £100,000 any one claim in the aggregate unless specifically limited below (this limit does not apply to **incident** 10 – Fatal injury).

THE COVER

We will insure **you** for the unforeseen **incidents** as set out below anywhere in the world during the **period of insurance**

THE EXCLUSIONS

but **we** will not pay

1. for costs incurred as a result of an **incident** in a country or territory listed on the Foreign & Commonwealth Office Travel Warnings list
2. for costs in respect of any company or individual who is not a member of a recognised professional association
3. for psychiatric services if, immediately prior to the **incident**, the person was already using or had been referred for psychiatric services
4. the cost of psychiatric services for more than 12 months
5. for any loss of salary if, immediately prior to the **incident**, the person with salary lost was receiving unemployment benefit, any disability benefit or insurance, or was on a sabbatical, personal or medical leave
6. for any **accidental death** or **dismemberment** loss caused by the **victim's** suicide, attempted suicide or intentionally self-inflicted dismemberment
7. for any **loss** arising from a false report of an **incident** by **you**, an **insured relative** or any person acting on behalf of **you** or an **insured relative**,whether acting alone or in collusion with others
8. for any **loss** caused by
   - i **you**, an **insured relative** or any other family relative
   - ii a guardian or former guardian of **you**, an **insured relative** or any other family relative
   - iii an estranged spouse or former spouse of **you**, an **insured relative** or any other family relative
   - iv a domestic partner or former domestic partner of **you**, an **insured relative** or any other family relative
   - v any person unrelated to **you** or an **insured relative** (other than a **domestic employee**) who live with **you** or have ever lived with **you** for more than six months
   - vi a relative, guardian or former guardian of an abducted child(ren) who is in **your** care

vii any person acting on behalf of any of the above, whether acting alone or in collusion with others but this exclusion does not apply to cover under **stalking threat**

9 for any **loss** or **damage** under **stalking threat** arising from an **incident** that involves a counter claim by the third party for stalking, physical **damage**, harassment or damage to property caused by **you** or a member of **your** family

10 for any **loss** caused by a civil authority

11 the cost of legal counsel

12 for any costs arising from **your** or an **insured relative's** ownership or operation of a vehicle if it has been adapted to carry more than eight passengers or **you** make a profit from any contributions that **you** receive for the journey

13 for any costs recoverable elsewhere.

1 Stalking threat

We will pay costs agreed by **us**, following any one **incident**

a up to £10,000 to upgrade the **home's** intruder alarm and security systems

b up to £10,000 if **you** have to temporarily relocate within 2 months of the **incident**

c up to £10,000 for employing professional security guards or obtaining advice from professional security consultants

d up to £10,000 for **you**, up to a maximum of £20,000 for each incident, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

e up to £1,000 (but no more than the original purchase price) should **your pet** suffer **loss of life** during an **incident**

but **we** will not pay more than £30,000 in any one **period of insurance**.

2 Aggravated burglary

We will pay, as a direct result of a single **incident**

a the appropriate **accidental death and dismemberment** amount

and if **we** agree **your** costs **we** will, pay

b up to £10,000 to upgrade the home's intruder alarm and security systems

c up to £10,000 if **you** have to temporarily relocate within 2 months of the **incident**

d up to £10,000 towards removal expenses if **you** permanently relocate within 6 months of the **incident**

e up to £10,000 for employing professional security guards or obtaining advice from professional security consultants

f up to £15,000 for **you** or **your** guest, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

g up to £15,000 for **you** or **your guest**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**

but **we** will not pay

1 any stamp duty (where applicable)

2 for removal expenses if **your home** was already for sale prior to the **incident** or **you** intended to relocate prior to the **incident**

3 for **your guest** in a **temporary residence** where they share the cost of the lodging.

h up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy

i up to £5,000 for a reward to any individual or organisation (but not **you**, **your** guest or the police) for information leading to the arrest and conviction of the person(s) who committed the **aggravated burglary**

j up to £1,000 (but no more than the original purchase price) should **your pet** suffer **loss of life** during an **incident**

3 Aggravated assault

We will pay, as a direct result of a single **incident**

a the appropriate **accidental death and dismemberment** amount

and if **we** agree **your** costs **we** will, pay

b up to £5,000 to upgrade the **home's** intruder alarm and security systems

c up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

d up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for medical expenses when incurred within 12 months of the **incident**

e up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy

f up to £5,000 for a reward to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of the person(s) who committed the **aggravated assault**

g up to £1,000 (but no more than the original purchase price) should **your pet** suffer **loss of life** during an **incident**.

4 Car jacking

We will pay, as a direct result of a single **incident**

a the appropriate **accidental death and dismemberment** amount

and if **we** agree **your** costs **we** will, pay

b up to £5,000 for accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** or an **insured relative** have a residence that is closer to the place where the **victim** is receiving treatment

c up to £5,000 to upgrade the **home's** intruder alarm and security systems

d up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

e up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**

4 Car jacking continued

f up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy

g up to £5,000 for a reward to any individual or organisation (but not **you**, an **insured relative** or the police) for information leading to the arrest and conviction of the person(s) who committed the **car jacking**.

5 Road rage

We will pay the costs agreed by **us**, as a result of any one **incident**

a for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

b for **medical expenses** when incurred within 12 months of the **incident**

c up to £5,000 for accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** or an **insured relative** have a residence that is closer to the place where the **victim** is receiving treatment

but **we** will not pay

1 more than £10,000 in any one **period of insurance**

2 for any **loss** where the person(s) causing the **incident** is known to **you** or **your** chauffeur

3 for costs incurred by **your** chauffeur unless they were with **you** when the **road rage incident** occurred.

6 Air rage

We will pay the costs agreed by **us**, as a result of any one **incident**

a for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

b for **medical expenses** when incurred within 12 months of the **incident**

c up to £5,000 for accommodation expenses for **you** or an **insured relative** to stay near the hospital or wherever the **victim** is receiving medical treatment, unless **you** or an **insured relative** have a residence that is closer to the place where the **victim** is receiving treatment

but **we** will not pay

1 more than £10,000 in any one **period of insurance**

2 for any **loss** where the person(s) causing the **incident** is known to **you**.

7 Hijacking

We will pay, as a direct result of a single **incident**

a the appropriate **accidental death and dismemberment** amount

and if **we** agree **your** costs **we** will, pay

b up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

c up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**

d up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy

but **we** will not pay for costs incurred as a result of an **incident** where a scheduled departure, layover or destination point is in a country or territory listed on the Foreign & Commonwealth Office Travel Warnings list.

7 Hijacking continued

e up to £5,000 for reasonable rest and recuperation expenses for **you** as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 6 months of the **incident**

8 Kidnap

We will pay, as a direct result of a single **incident**

a the appropriate **accidental death and dismemberment** amount

and if **we** agree **your** costs **we** will, pay

b up to £5,000 to upgrade the **home's** intruder alarm and security systems

c up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for using psychiatric services as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

d up to £15,000 for **you**, up to a maximum of £30,000 for each **incident**, for **medical expenses** when incurred within 12 months of the **incident**

e up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy

f up to £5,000 for reasonable rest and recuperation expenses for **you** as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 6 months of the **incident**

g up to £5,000 for travel and accommodation expenses incurred during the duration of the **incident**

h up to £5,000 for a reward to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of the person(s) who committed the **kidnap**.

9 Child abduction

We will pay, as a direct result of a single **incident**

a the appropriate **accidental death and dismemberment** amount

and if **we** agree **your** costs **we** will, pay

b up to £10,000 to upgrade the **home's** intruder alarm and security systems

c up to £15,000 for the abducted child(ren) and up to £5,000 for **you** or an insured relative who witnessed the abduction for using psychiatric services as prescribed by a medical professional, psychologist or other mental health professional (but not **you** or a family member) when incurred within 12 months of the **incident**

d up to £15,000 for the abducted child(ren) and up to £5,000 for **you** or an **insured relative** for **medical expenses** when incurred within 12 months of the **incident**

e up to £15,000, up to a maximum of £30,000 for each **incident**, for **your** lost salary, or balance of, that **you** are unable to claim for from either **your** employer, the government or an insurance policy

but **we** will not pay for children in **your** care when

1 **you** are participating in any organised activity with or in association with any organisation

2 **you** are providing, at **your** home, for the care of children, whether receiving an income or not.

9 Child abduction continued

f up to £5,000 for reasonable rest and recuperation expenses for the abducted child(ren) and **you** as prescribed by a **medical professional**, psychologist or other mental health professional (but not **you** or a family member) when incurred within 6 months of the **incident**

g up to £5,000 for travel and accommodation expenses incurred during the duration of the **incident**

h up to £10,000 in total for the expenses **you** incur within 12 months of the **incident** for
- a professional public relations consultant
- a professional forensic analyst
- publicity expenses incurred to locate the abducted child(ren)
- a professional security consultant

i up to £5,000 for a reward to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of the person(s) who committed the child abduction.

10 Fatal injury

We will pay £50,000 per person over 16 years of age and £5,000 per person under 16 years of age if **you** suffer an identifiable injury as a result of fire, lightning, impact by aircraft or explosion in **your home** during the **period of insurance** from which **you** subsequently die within 12 months

but **we** will not pay for resident **domestic employees.**

11 Boarding kennel/cattery fees

We will pay costs, agreed by **us**, up to £1,000 for boarding kennel or cattery fees, in a licensed boarding establishment, for **your pet** in the event that **you** are hospitalised on medical advice for a period exceeding 48 consecutive hours

but **we** will not pay

1 for costs incurred as a result of hospitalisation due to pregnancy or giving birth, drug abuse or attempted suicide
2 for costs incurred arising from any stay in hospital that **you** were aware could happen when **you** arranged or renewed this insurance
3 for transportation costs for **you** and **your pet** to or from the boarding kennel or cattery
4 for costs incurred following hospitalisation of resident **domestic employees**
5 for costs incurred after 48 hours of being discharged from hospital.

12 Advertising and reward expenses

We will pay the costs agreed by **us**, up to £1,000, including £250 for a reward (but not **you** or the police), for advertising and other appropriate costs if **your pet** is lost or stolen.

13 Sponsorship cover

We will pay up to £500 per event to **your** chosen registered charity if **you** are unable to participate in a related sponsored event as scheduled due to accidental physical injury

but **we** will not pay

1 more than £1,000 in any one **period of insurance**
2 for any claim arising directly or indirectly from a pre-existing medical condition unless agreed by **us** in writing beforehand and any resultant additional premium is paid
3 for any claim arising from a medical condition not substantiated by a written report from the treating doctor confirming **your** inability to attend the scheduled event.

14 Sports club membership fees

We will pay up to £1,500 for **your** membership fees of a sports club, quarterly in arrears, for up to 12 months (calculated as an amount equal to 1/30th of the monthly sports club membership fee (or 1/365th of the annual fee) for each day of disablement) following accidental physical injury to **you**

but **we** will not pay for

1 any costs arising directly or indirectly from sickness, disease, naturally occurring condition or any medical condition
2 fees where **your** physical injury has not been substantiated by a written report from the treating doctor confirming the period of **your** inability to play **your** chosen sport
3 fees not substantiated by an official letter from the club confirming the amount claimed
4 the first £100 of any claim
5 the first 21 days of disablement
6 fees that have been refunded by or are not required to be paid by **your** club.

15 Golfer's extension

We will insure **you** for the following whilst playing golf on a golf course or participating in any golfing activity at a golf club anywhere in the world unless otherwise stated or an exclusion applies:

Third party damage whilst playing golf
Up to £500,000 for accidental and unforeseeable property **damage** to another person's property caused by **you** playing golf, irrespective of legal liability.

Personal accident whilst playing golf
Up to £25,000 for any one incident in the event that **you** suffer a sudden, unexpected and identifiable physcal injury whilst playing golf which results directly and within 12 months in

a death
b loss of use or physical severance of a hand, arm, foot or leg
c permanent and total **loss of sight** in one or both eyes.

Golf equipment hire
Up to £50 per day for the necessary hire of golf equipment following

a **loss** or breakage of **your** golf equipment
b the misdirection or delay in transit (for at least 12 hours) of **your** golf equipment

if **you** are on a trip outside the **United Kingdom**

but **we** will not pay

1 more than £1,000 per claim
2 the first £100 of any claim.

Golf expenses
Up to £200 per day for the proportionate value of any non-refundable, pre-paid green fees, golf equipment hire or tuition fees necessarily unused as a direct result of

a accidental physical injury or illness to **you**
b **loss** or theft of documentation which prevents the participation in the pre-paid golfing activity

if **you** are on a trip outside the **United Kingdom**

but **we** will not pay

1 more than £2,000 per claim
2 the first £100 of any claim
3 for any claim arising directly or indirectly from pre-existing medical condition unless agreed by **us** in writing beforehand and any resultant additional premium is paid for
4 for any claim arising from a medical condition not substantiated by a written report from the treating doctor confirming **your** inability to play golf.

Hole-in-one
Up to £500 for expenses incurred in the event of a hole-in-one being achieved by **you** during an official competition, increasing to £750 if **you** choose to have the payment made towards a charity of **your** choice rather than directly to **you**

but **we** will not pay

1 if the score cards and certificate from **your** club or competition secretary are not made available
2 more than £3,000 in any one **period of insurance**.

15 Golfer's extension continued

Dental expenses

We will pay up to £500 for emergency dental treatment **you** require as a result of accidental injury whilst playing golf anywhere in the world

but **we** will not pay for any claim unless **you** submit the dentist's invoice for the treatment received.

16 Credit cards

We will pay up to £50,000 for the unauthorised or fraudulent use of **your** personal **credit cards** if **you** are liable under the terms of the credit or debit card and have complied with the terms of the card provider

It is normal for the card provider of a credit or debit card to impose specific terms and conditions to prevent unauthorised use of the credit or debit card. If **you** comply with the terms of the card provider **your** liability is normally restricted to £50.

but **we** will not pay for

1 fraudulent use by any person related to **you**
2 any **loss** where **you** have breached the terms and conditions of use.

CONDITIONS

These conditions, as well as the general policy conditions, apply to the Lifestyle & Leisure section of **your** policy.

1 Your duty when you have a claim

You must

i as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing
ii for an **incident** that may be covered under **stalking threat**, **aggravated burglary**, **aggravated assault**, **car jacking**, **road rage**, **air rage**, **kidnap** or **child abduction**, promptly tell the police and, if required, any other relevant authorities, and obtain an **incident** report number
iii co-operate fully with **us** at all times
iv promptly provide any information and assistance **we** may reasonably require.

2 Examination under oath

We have a right to examine under oath, as often as **we** require, **you**, **insured relatives**, **victims**, **your** chauffeur and **your guests**. **We** may ask **you** or the **beneficiary** to give **us** a signed description of the circumstances surrounding the **loss** and to provide **us** with records, documents, information or evidence that **we** request.

3 Physical examination and autopsy

A person claiming under this Lifestyle & Leisure section must agree to be physically examined by a **medical professional we** choose as often as **we** require. **We** may also choose to have an autopsy carried out by a **medical professional** unless prohibited by law. Any examinations or autopsies that **we** may have carried out will be at **our** own expense.

HOME INSURANCE
LIABILITIES

HOW WE WILL SETTLE CLAIMS

We will pay provided **your** liability is not excluded under this section or under the general exclusions up to the limits stated in the **schedule** or any limit specifically stated below for any liability as set out below incurred by **you** as a direct result of any accident arising out of one sudden and unforeseen event plus costs and expenses awarded against **you** or incurred by **you** with **our** prior written consent but **we** will not pay for

1 fines, penalties or for damages intended only to punish **you** or to make an example of **you**
2 the cost of putting right any defect or alleged defect.

All claims caused directly or indirectly by one accident will be treated as one claim. All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place. No **excess** will be applied to a claim.

THE COVER

1 Property owners liability

We will pay up to the limit stated in the **schedule** for **your** legal liability for damages which **you** have to pay as compensation for any accidents occurring during the **period of insurance** which result in **bodily injury** to or illness of any person or **damage** to property arising

a from **your** ownership of the **home**
b from **your** ownership of newly acquired land on condition that **you** notify **us** within 60 days of the date of completion and pay the full additional premium **we** require
c under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 where **you** were the owner of any **home you** were occupying at the time of its sale or disposal

THE EXCLUSIONS

but **we** will not pay for **your** liability arising from

1 **damage** to property belonging to **you**, in **your** care or in the care of **your domestic employees**
2 **bodily injury** to or illness contracted by **you** or any person employed by **you**
3 any contract unless **you** have been liable had the contract not existed
4 the use of mechanically or electrically propelled vehicles other than **domestic garden machinery**
5. any trade, business or professional activity other than ownership of the **home**
6 any dog described in Section 1(1) of the Dangerous Dogs 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation
7 the transmission of any communicable disease, condition, syndrome or virus
8 pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
9 accidents where **you** are entitled to indemnity under any other insurance
10 any damages, including any costs and expenses, exceeding £1,000,000 from **your** ownership of any newly acquired land
11 newly acquired land for the purpose of property development, farming activities or any trade, business or professional activity
12 newly acquired land with existing structures and/or buildings
13 newly acquired land outside of the **United Kingdom**.

2 Public and personal liability

We will pay up to the limit stated in the **schedule** for **your** legal liability for damages which **you** (and if requested by **you**, **your domestic employees**) have to pay as compensation for any accident occurring during the **period of insurance** anywhere in the world which results in **bodily injury** to or illness of any person or **damage** to property

but not **your** liability arising from or in connection with

1 **your** ownership of the **home**, its land and any other **buildings** or land at the address in the **schedule**
2 **your** ownership, occupation, possession or use of any land or building not situated at the address in the **schedule**
3 **damage** to property belonging to **you**, in **your** care or in the care of **your** employee
4 **bodily injury** to or illness contracted by **you** or any person employed by **you** in the course of their employment
5 any contract unless **you** would have been liable had the contract not existed

6 any trade, business or professional activity other than directly arising from
   a the use of the **home** as an office for non-manual work in connection with any business
   b the hiring out of or opening of the **home** and/or its gardens provided that the total gross revenue from these activities does not exceed £25,000 per year
   c **voluntary work** and **incidental farming activities** and **incidental office duties**
7 remedial, professional or other advice or treatment given, administered or omitted by **you** or a director, partner or employee of any business
8 any goods or products sold, supplied, repaired, renovated, restored, tested or serviced by **you** or your **domestic employees**
9 any **motor vehicles** other than **domestic garden machinery**, motorised wheelchairs, mobility scooters/carriages, golf trolleys and golf buggies, remote controlled toys and models, **motorised sit-in toy or miniature vehicles**
10 any **motor vehicle**, trailer or non-motorised horseboxes being used in circumstances where any road traffic act legislation applies other than
   a golf buggies and golf trolleys and then only while being used for golfing activities
   and
   b Class 1 and Class 2 wheelchairs and mobility scooters when being used by **you** in the manner for which designed
11 any **quad bike** being used by any person under 17 years old
12 any damages, including any costs and expenses, exceeding £2,000,000 for a covered loss arising from the use of a **quad bike** or **motorised sit-in toy or miniature vehicle**
13 any **quad bike** or **motorised sit-in toy or miniature vehicle** being used for racing, pace-making, trials or competitions
14 aircraft including model aircraft and watercraft other than hand or wind propelled watercraft (up to 12 feet in length)
15 **your** ownership possession or use of any dog described in Section 1 (1) of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation
16 any deliberate, wilful or malicious act including the direct consequences of assault or alleged assault
17 the transmission of any communicable disease, condition, syndrome or virus
18 any injury, illness, death, **loss**, expenses or other liability attributable to HIV (Human Immuno-deficiency Virus) and or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused
19 pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
20 accidents where **you** are entitled to indemnity under any other insurance
21 any damages arising out of the ownership, possession or useage of any unlicensed firearm(s).

3 Domestic employers liability

We will pay up to £10,000,000 inclusive of all the costs and expenses of the claimant and the costs and expenses (incurred by **us** or with **our** written consent) of the **Policyholder**, for **your**

1 legal liability for damages in respect of **injury** to any **domestic employee** caused during the **period of insurance**
   a in **United Kingdom**, or
   b while temporarily outside these territories arising out of and in the course of employment by **you** in connection with **domestic duties**, **incidental farming activities** and **incidental office duties**
2 legal liability for claimants costs and expenses in connection with **your** legal liability for damages in respect of **injury** to any **domestic employee**
3 a costs of legal representation at
   i any coroner's inquest or inquiry in respect of death
   ii proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in injury

   which may be the subject of indemnity under this section
   b other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this section

but not for **your** liability

a in respect of **injury** to any **domestic employee** arising out of the ownership, possession or use by **you** or on **your** behalf of any **motor vehicle** or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
b in respect of **injury** to any **domestic employee** in relation to any work undertaken **offshore**
c in respect of **injury** to any **domestic employee** who is engaged in erection, demolition or **structural alteration** of any **building** or part of a **building** or structure
d of whatsoever nature directly or indirectly caused by or contributed to by or arising from
   i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuels
   ii the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
e which is insured by or would but for the existence of this extension be insured by any other policy or section except in respect of any excess payable under such policy or section had this section not been in force.

4 Liability as tenant

We will pay up to £2,000,000 in any one **period of insurance** for **your** legal liability for damages which **you** have to pay as compensation arising from **your** tenancy of the **home** following **damage** to the **buildings** occurring during the **period of insurance**

but not for

1 liability arising
   a from **damage** to the **buildings** which is excluded by the **buildings** part of this insurance (whether in force or not)
   b whilst the **buildings** are **unoccupied** or **unfurnished**
   c from any contract unless **you** would have been liable if the contract had not existed
2 the cost of maintenance and normal redecoration.

5 Unrecovered damages

We will pay the sum **you** are owed up to a limit of £5,000,000 in any one **period of insurance** if, within three months, **you** have not received the full amount of damages and taxed costs awarded to **you** by a court in the **United Kingdom** for **bodily injury**, illness or property **damage** provided that

a **you** would have been covered by this part of this insurance if **your** position and that of the person **you** are claiming damages against had been reversed
b **you** are not waiting for an appeal on the judgement
c where **we** make a payment, **you** agree to
   i allow **us** to take action in **your** name to recover such payment
   ii repay to **us** such damages and taxed costs subsequently paid directly to **you**.

HOME INSURANCE
HOME EMERGENCY SERVICE

This section is administered by ARAG plc under a binding authority agreement with the Insurer Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other Insurers proportion or in respect of any other section of this policy.

HOW WE CAN HELP

If **you** have an unforeseen emergency in the **home**, please contact **us** on **0330 303 1832** as soon as possible and within 48 hours of becoming aware of the problem, providing **your** name, address, postcode and the nature of the problem.

We will record **your** details and decide on the best course of action to limit **your loss** and/or repair the **damage**. If the **incident** relates to an emergency covered under this insurance, **we** will instruct a member of **our** emergency contractor network. Please note that poor weather conditions or remote locations may affect normal standards of service.

It is important **you** do not call out **your** own contractors as the **insurer** will not pay their costs and it could stop **your** claim being covered.

If the problem is not covered by this insurance **we** can still provide assistance but at **your** own cost. This may also be an event covered by the **buildings**, **contents** and/or **valuables** sections of this policy and **we** will seek to advise **you** accordingly.

You must report any major emergency, which could result in injury or serious **damage** to the **home**, to the emergency services or the company that supplies the service.

Your call to **us** may be recorded for training and security purposes and will be answered as soon as possible.

DEFINITIONS

The definitions below apply to this section of the policy, in addition to those that apply to the whole of the policy, as detailed in the Definitions section.

Contractor	The contractor or tradesman chosen by **us** to respond to **your home emergency**.
Emergency costs	Up to a maximum of £1,000 for all claims arising from the same originating cause for 1 costs reasonably and properly charged by the **contractor** for their call out charge, labour costs and the cost of replacement parts or repair materials 2 alternative accommodation costs incurred under **incident** 9.
Home	**Your** main residence and a second, weekend and/or holiday home used or lived in by **you**, and/or used as holiday accommodation by anyone else with **your** consent, all situated within the **United Kingdom**.
Home emergency	A sudden, unexpected event that clearly requires immediate action in order to 1 prevent **damage** or avoid further **damage** to the **home** 2 render the **home** safe or secure 3 restore the main services to the **home** 4 alleviate any health risk to **you** or anyone else using the **home** for holiday accommodation with **your** consent.
Insurer	Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000).
Main heating system	The main hot water or central heating system in **your home** including pipes that connect components of the system (but not cold water supply or drainage pipes) but excluding any non-domestic heating or hot water systems or any form of solar heating.
Plumbing and drainage	The cold water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible but excluding pipes 1 that connect components of the **main heating system** 2 for which **your** water supply or sewerage company are responsible.
Vermin	Brown or black rats, house or field mice and wasps' or hornets' nests.
We/us/our	ARAG plc (or appointed agents on its behalf) who are authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

HOW WE WILL SETTLE CLAIMS

Following an **incident** that results in a **home emergency** the **insurer** will pay **emergency costs** provided that

1 the claim is reported to **us**
   a during the **period of insurance**
   b as soon as possible and within 48 hours of **you** first becoming aware of a **home emergency**
2 **you** always agree to use the **contractor** chosen by **us**
3 **you** obtain **our** authority to incur any costs before booking somewhere to stay if **you** are claiming for alternative accommodation costs. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.

THE COVER

You are insured for the unforeseen **incidents** as set out below during the **period of insurance**

1 Roof damage
Damage to the roof of **your home** where internal **damage** has been caused or is likely.

2 Plumbing and drainage
Sudden **damage** to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause **damage** to the **home** or its **contents**

THE EXCLUSIONS

but the **insurer** will not pay for

1 costs **you** have incurred before **we** accept a claim
2 **emergency costs** where there is no one at **home** when the **contractor** arrives
3 any matter occurring prior to, or existing at the start of this insurance, and which **you** knew or ought to have known could give rise to a claim
4 any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) that does not comply with recognised industry standards or manufacturer's instructions
5 normal day-to-day **home** maintenance which **you** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over time or need regular attention
6 the cost of making permanent repairs including any redecoration or making good the fabric of the **home**
   i once the emergency situation has been resolved
   ii arising from **damage** caused in the course of the repair or investigation of the **incident** or in gaining access to **your home**
7 garages, **outbuildings**, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks other than
   i where an **outbuilding** is used as a residential dwelling or for **your** profession or trade
   ii to prevent or limit immediate **damage** to **contents**
8 the **home** being left **unoccupied** or **unfurnished**
9 goods or materials covered by a manufacturer's, supplier's and/or installer's warranty
10 the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
11 **subsidence**, **landslip** or **heave**
12 a property that **you** let out other than where **you** have consented to **your home** being used as holiday accommodation.

but the **insurer** will not pay for claims arising from blockage of supply or waste pipes to the **home** due to freezing weather conditions.

3 Main heating system

The sudden total failure or complete breakdown of the **main heating system** in **your home**

but the **insurer** will not pay for claims relating to boilers with an output over 60Kw/hr.

4 Domestic power supply

The failure of the **home's** domestic electricity or gas supply

but the **insurer** will not pay for claims arising from

1 interruption, failure or disconnection of the mains electricity, mains gas or mains water (other than disconnection by the **contractor**)
2 **your** failure to purchase or provide sufficient gas, electricity or other fuel source.

5 Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the complete loss of use.

6 Home security

Damage or the failure of external doors, windows or locks which compromises the security of the **home**.

7 Lost keys

The loss of the only available keys, if **you** cannot replace them to gain access to the **home**.

8 Vermin infestation

Vermin causing **damage** inside the **home** or a health risk to **you**.

9 Alternative accommodation costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** that makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

SPECIAL CONDITIONS

These conditions, as well as the general policy conditions, apply to the Home Emergency Service section of **your** policy.

1 Your responsibilities

You must

i not do anything that hinders **us** or the **contractor**
ii tell **us** as soon as possible and within 48 hours of first becoming aware of a **home emergency**
iii tell **us** immediately of anything that may materially alter **our** assessment of the claim
iv cooperate fully with the **contractor** and **us**
v take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
vi minimise any **emergency costs** and try to prevent anything happening that may cause a claim
vii allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

2 Our consent

We must give **you our** consent to incur any **emergency costs**. The **insurer** does not accept any liability for **emergency costs** incurred without **our** consent. **You** must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this insurance without **our** agreement.

HOME INSURANCE
LEGAL PROTECTION

This section is administered by ARAG plc under a binding authority agreement with the Insurer Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other Insurers proportion or in respect of any other section of this policy.

HOW WE CAN HELP

IF YOU HAVE A LEGAL DISPUTE PLEASE FOLLOW THE STEPS BELOW

You can call **us** for telephone legal advice, advice about UK tax law, or to obtain help if **you** are the victim of identity theft as described in **incident** 12.

To report a claim please telephone **0117 917 1698** between 9.00am and 5.00pm Monday to Friday (other than Bank Holidays). Please do not contact this number for anything other than Legal Protection claims. **We** will take **your** details and send **you** a claim form to complete and return to **us**. Alternatively **you** can find further details at **www.arag.co.uk/newclaims**.

Under no circumstances should **you** instruct **your** own solicitor as **we** will not pay their costs and it could stop **your** claim from being covered.

On receipt of **your** fully completed claim form **we** will assess **your** circumstances to check that **your** claim is covered by this insurance. **We** can only help **you** if it is more likely than not that **your** claim will be successful.

When **we** accept a claim, **we** will arrange for a lawyer to quickly contact **you**. If it appears that **your** dispute can be resolved through mediation and the other side agrees to this, **we** will make the necessary arrangements. Where mediation is not suitable, the lawyer will try to resolve **your** dispute without delay. Matters cannot always be resolved quickly if the other side is slow to co-operate or a legal timetable is decided by the courts.

CONSUMER LEGAL SERVICES

You can register at **www.araglegal.co.uk** using this voucher code: **AFE48BBE98B5**.

Once registered **you** can log-on to the site at any time to

1. access an online law guide
2. download a free will and legal documents to help with personal matters.

For more complicated documents **you** can pay a modest fee to have **your** downloaded documents reviewed online or by a solicitor to ensure they meet **your** specific requirements. Online legal documents include wills, power of attorney, buying and selling **your home**, and consumer complaints.

DEFINITIONS

The definitions below apply to this section of the policy, in addition to those that apply to the whole of the policy, as detailed in the Definitions section.

Appointed advisor	The solicitor, accountant, mediator or other advisor appointed by **us** to act on **your** behalf.
Collective conditional fee agreement	A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 'no-win no-fee'.
Conditional fee agreement	A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of 'no-win no-fee'.
Communication costs	The cost of UK phone calls, postage (including special delivery), photocopying or faxes and credit reports where **you** have taken advice from **our** Identity Theft Helpline and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair **your** credit rating, restore **your** identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.
Insurer	Brit Syndicate 2987 at Lloyd's registered in England and Wales (company number 0824611).

Legal costs and expenses

1 In respect of all **incidents** other than as provided for in 2 below
   i reasonable **legal costs**, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**
   ii reasonable accountancy fees and disbursements costs reasonably incurred by the **appointed advisor** and agreed in advance by **us**
   iii other side's costs, fees and disbursements incurred in civil claims where **you** have been ordered to pay them or pay them with **our** agreement.
2 In respect of **incident** 11 **your** loss of earnings less whatever is recoverable from the court tribunal or **your** employer which shall be calculated on the basis that
   i if **you** work full-time, the salary or wages for each whole day equals 1/250th of **your** yearly salary or wages
   ii if **you** work part-time, the salary or wages will be a proportion of **your** weekly salary or wages
   iii if **you** are self-employed, the net salary or wages that **you** draw from **your** business to cover personal cost-of-living expenses for time lost.
3 The costs for both parties to resolve a dispute by mediation where mediation is likely to be effective and fees are agreed by **us** in advance.

Reasonable prospects of success

1 In all claims where **you** at all times throughout the progress of the claim, have a greater than 50% chance of successfully pursuing or defending a claim against another party. If **you** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.
2 In criminal prosecution claims where **you**
   i plead guilty, there is a greater than 50% chance of successfully reducing any sentence or fine or
   ii plead not-guilty, there is a greater than 50% chance of that plea being accepted by the court.
3 In all claims involving an appeal, where **you** have a greater than 50% chance of being successful.

Small claims court

A court in England and 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, a court in Scotland that uses the small claims procedure set out by the Act of Sederunt (Small Claims) Rules 2002 or a court in Northern Ireland where the sum in dispute is less than £3,000.

Standard basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and are reasonable.

Territorial limits

1 For **incident** 4, Personal injury – Worldwide.
2 For **incident** 3, Contract disputes and **incident** 5, Clinical negligence –
   The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
3 For all other **incidents** – The **United Kingdom**.

We/us/our

ARAG plc (or appointed agents on its behalf) who are authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

HOW WE WILL SETTLE CLAIMS

Following an **incident** the **insurer** will pay your **legal costs and expenses** and **communication costs** up to

1 £100,000 for all **incidents** including the cost of appeals (other than planning appeals) other than as shown in 2 and 3 below
2 £5,000 for planning appeals
3 £250 per day and subject to a limit of £10,000 in total for lost salary and wages under incident 11

for all claims related by time or original cause provided that

- i the incident happens within the **territorial limits** and
- ii the claim
  - a always has **reasonable prospects** of **success** and
  - b is reported to **us**
    - during the **period of insurance** and
    - immediately after **you** first become aware of circumstances which could lead to a claim under this insurance and
- iii unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim
  - a to be heard by the small claims court and/or
  - b before legal proceedings have been or need to be issued
- iv any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with **us** and in the **territorial limits**
- v if, arising from **your** use of **our** Identity Theft Helpline in the **period of insurance you** incur **communication costs we** will reimburse **you** provided that **you** send **us** the receipts or other suitable evidence of **communication costs** incurred.

Where the **policyholder** is a company or trust, cover under this section will apply for the benefit of the private individual(s) permanently living in the **home** provided that

1 permission for such individuals to live at the **home** is not granted under an assured shorthold tenancy agreement
2 anyone claiming under this section must have the **policyholder's** agreement to claim.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

THE COVER

You are insured for the unforeseen **incidents** as set out below

THE EXCLUSIONS

The insured is not covered for any claim arising from or relating to:

1 **legal costs and expenses** incurred without **our** consent
2 any actual or alleged act omission or dispute happening before or existing at the start of this policy and which the **insured** knew or ought reasonably to have known could give rise to a claim under this section
3 a claim relating to an amount below £100
4 an allegation against **you** involving:
   i assault, violence or dishonesty, malicious falsehood or defamation
   ii the manufacture, dealing in or use of alcohol, illegal drugs and indecent or obscene materials
   iii illegal immigration
   iv offences under Part 7 of the proceeds of Crime Act 2002 (money laundering offences)
5 a dispute between **your** family members or between **you** and **your domestic employee** other than a claim under **incident** 2
6 a judicial review
7 a dispute with
   i Oak Underwriting plc or **us** or the **insurer** or that is not dealt with under the Complaints section of this policy
   ii the company that sold this policy
8 a group litigation order
9 fines, penalties or compensation awarded against **you**
10 legal fees that are payable on a contingency basis (as a percentage of damages won).

1 Employment disputes

A dispute with **your** current, former or prospective employer relating to **your** contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

a ACAS Code of Practice for Disciplinary and Grievance Procedures, or
b Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded

You must cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

but the **insurer** will not pay for claims arising from or relating to

1 personal injury
2 defending any claim other than defending a counter claim or an appeal
3 **legal costs and expenses** for an employer's internal disciplinary or an employee's grievance hearing
4 a compromise agreement between **you** and **your** employer, unless the claim has already been accepted by **us** (**we** will be able to help **you** find a suitable solicitor who will assist **you** with this at **your** own expense)
5 a dispute with your **domestic employee**
6 tribunal fees that are recoverable from **your** employer or ex employer by order of the tribunal or as part of an agreed settlement.

2 Disputes with domestic employees

A dispute with **your domestic employee** that arises from

a their dismissal by **you**
b the terms of a contract of employment or service occupancy agreement between **you** and **your domestic employee**
c an alleged breach of **your domestic employee's** legal rights under employment laws

but the **insurer** will not pay for claims arising from or relating to

1 disciplinary hearings or internal grievance procedures
2 personal injury
3 **you** pursing a claim against **your domestic employee** other than a claim to recover possession of a part of **your home** or other accommodation provided by **you** under a service occupancy agreement.

3 Contract disputes

A dispute arising out of an agreement or alleged agreement **you** have entered into for

a buying or hiring consumer goods or services
b privately selling goods
c buying or selling **your home**
d renting **your home** as a tenant

but the **insurer** will not pay for claims arising from or relating to

1 disputes with tenants or where **you** are the landlord
2 loans, mortgages, endowments, pensions or any other banking, life or long-term insurance products, savings or investments
3 **your** business activities, trade, venture for gain, profession or employment
4 a settlement due under an insurance policy
5 construction work, or designing, converting or extending any building where the contract value exceeds £50,000 including VAT.

4 Personal injury

A sudden event directly causing **you** physical **bodily injury**

but the **insurer** will not pay for claims arising from or relating to

1 clinical or medical negligence
2 any illness or personal injury which happens gradually or is not caused by a specific or sudden accident
3 defending any dispute other than defending a counter claim or an appeal.

5 Clinical negligence

A dispute arising from alleged clinical or medical negligence or malpractice.

6 Property

A dispute relating to visible property owned by **you** following

a an event which causes **damage** to **your** visible property including **your home**
b a public or private nuisance or trespass providing where any boundary is in dispute, **you** have satisfactorily evidenced its position

but the **insurer** will not pay for claims arising from or relating to

1 the first £250 of any claim under 6b – this is payable by **you** as soon as **we** accept the claim
2 a contract or covenant **you** have entered into
3 any building or land other than **your home**
4 a **motor vehicle**
5 the compulsory purchase of, or restrictions or controls placed on **your** property by any government, local or public authority
6 defending any dispute under 6a other than defending a counter claim or an appeal
7 a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

7 Planning appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that

a **you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application
b **you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal

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

8 Tax

A formal aspect or full enquiry into **your** personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted

but the **insurer** will not pay for claims arising from or relating to

1 an investigation by the Specialist Investigations (SI) branch of HM Revenue & Customs
2 tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
3 a business or venture for **your** gain
4 where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements
5 any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

9 Legal defence – employment

An alleged act or omission by **you** that arises from **your** work as an employee and results in

a **you** being interviewed by the police or others with the power to prosecute
b a prosecution being brought against **you** in a court of criminal jurisdiction
c civil proceedings being brought against **you** under unfair discrimination laws
d a formal investigation or disciplinary hearing brought against **you** by a professional or regulatory body.

10 Legal defence – motor

A motoring prosecution brought against **you**

but the **insurer** will not pay for claims arising from or relating to

1 owning a vehicle or driving without motor insurance
2 a parking offence.

11 Legal defence – loss of earnings

Loss of earnings by **you** for being absent from work to travel to and from and to attend any court tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service, or to carry out actions as directed by the Identity Theft Resolution helpline.

12 Identity theft

A dispute arising from the use of **your** personal information without **your** permission to commit fraud or other crimes provided that **you** contact **our** Identity Theft Resolution Helpline as soon as **you** suspect that **your** identity may have been stolen

but the **insurer** will not pay money claimed, goods, loans or other property or financial loss or other benefit obtained as a result of the identity theft.

SPECIAL CONDITIONS

These conditions, as well as the general policy conditions, apply to the Legal Protection section of **your** policy. Where the **insurer's** risk is affected because **you** fail to keep to these conditions the **insurer** can cancel this insurance, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs and expenses** from **you** if this happens.

1 Your responsibilities

You must

i not do anything that hinders **us**, the **insurer** or the **appointed advisor**

ii tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour

iii co-operate fully with **us**, give the **appointed advisor** any instructions **we** require and keep any instructions required and keep them updated with progress of the claim and not hinder them

iv take reasonable steps to recover **legal costs and expenses** and **communication costs** that the **insurer** pays and pay to the **insurer** all costs that are paid to **you**

v tell the **appointed advisor** to have the **legal costs and expenses** assessed or audited if **we** require

vi keep **legal costs and expenses** and **communication costs** as low as possible

vii agree to **us** having sight of the **appointed advisor's** file relating to **your** claim.

2 Freedom to choose an appointed advisor

i In certain circumstances as set out in 2ii below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.

ii The **policyholder** may choose an **appointed advisor** if:

a **we** agree to start proceedings or proceedings are issued against a **policyholder**, or

b there is a conflict of interest

except where the **policyholder's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.

iii Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details.

iv If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.

v In respect of a claim under Insured event 1 Employment, 3 Contract, 4 Personal injury or 5 Clinical negligence, the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

3 Settlement

i The **insurer** has the right to settle by paying the reasonable value of **your** claim.

ii If **you** refuse to settle the claim following

a a reasonable offer or

b advice to do so from the **appointed advisor** the **insurer** may refuse to pay further **legal costs and expenses**.

iii **You** will have to settle **communication costs** arising from identity theft in the first instance and make a receipted claim to **us** for reimbursement.

4 Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **you** then the **insurer** will pay for the opinion.

5 Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described under the Complaints section of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate over the complaint.

HOME INSURANCE
GENERAL CONDITIONS

These apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

1 Notifying us of a change and disclosure of information

Please remember that **you** are required to tell **us** of any changes to the information provided by **you** or **your** insurance intermediary to **us** which **we** have used in deciding to accept **your** insurance and in setting the premium and terms, within 30 days of first knowing of the changes. The information which **we** are using is shown in the Statement of Fact issued with **your** policy or renewal **schedules**.

Changes that should be notified include but are not limited to:

- **you** are going to move **home** permanently
- the use of the **home** is being changed from **your** main residence to a weekend or holiday **home**, let out or become **unoccupied** or **unfurnished**
- use of any part of **your home** for trade, professional or business purposes other than use for clerical purposes or **business** by **you**
- any proposed building, restoration, renovation and/or maintenance works
  - i where the estimated value of all phases of the project is more than £100,000 including VAT and materials provided by **you** and/or
  - ii. work involves **structural alteration** to the **building** or **outbuildings**
- **you** being convicted of any offence (other than motoring offences)
- any change to **your** occupation, trade, profession or nature of business activity
- any **loss** or **damage** not reported or claimed for under this policy including
  - i any sign of **subsidence**, **heave** or **landslip** such as diagonal cracking, whether internal or external
  - ii. any incident of flooding at the **home** or **loss** or **damage** caused by ingress of water following a storm
- any increase in the full replacement value as defined in the policy for **your buildings**, **outbuildings**, **contents** and **valuables**
- any alteration to the fire and/or security arrangements or protections previously advised to us, including any fire and/or intruder alarm system no longer maintained, operational or used
- any change in the response of the remote signalling arrangements for the fire and/or intruder alarms including notification from the Police or Fire Authorities that they will not respond to any activation.

Following notification of a change to the information, **we** may alter the terms, conditions and exclusions which may include an additional premium or cancel **your** policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may have been offered and **we** may be entitled to reject payment of a claim, or pay only a proportion of a claim. In some circumstances **your** policy may be invalid and **you** may not be entitled to a refund of premium.

2 Non-disclosure, misrepresentation, fraudulent claims or statements

If any claim, or part thereof, or statement made by **you** or any one acting on **your** behalf is in any way fraudulent or deliberately falsely overstated, or if **you** have not told **us** about or have misrepresented any facts or circumstances which may affect **our** decision to provide insurance or the terms of that insurance, this insurance is void and **we** will not pay **your** claim.

3 Your duty of care

You must take all reasonable steps to

i prevent accidents, injury, illness, **loss** or **damage**

ii safeguard **your** property ensuring that every item is afforded a level of care and protection commensurate with its value

iii maintain **your** property in good condition and repair

If **you** do not **we** will not be liable to pay any related claim.

4 Adequacy of sums insured

In order to ensure payment of any claim, **your sums insured** must be maintained at full value at all times.

For buildings and tenants improvements

The full cost of rebuilding as new if the **buildings** and **outbuildings** were totally destroyed plus the cost of professional fees, clearance costs and statutory costs.

For contents

The current cost as new.

4 Adequacy of sums insured continued

For valuables

The current market value – **fine art and antiques**
The current market value – antique and investment guns
The current retail cost as new – all other **valuables**.

5 No claims discount

If at inception, **your** insurance intermediary confirms in writing that **you** have not made a claim for three consecutive periods of insurance, **you** will be entitled to an initial claims discount. Thereafter, **your** premium will reflect the number and value of claims made under the policy.

6 Your duty when you have a claim

You must

i as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing
ii co-operate fully with **us** at all times
iii promptly provide any information and assistance **we** may reasonably require
iv if **you** believe that **your** property has been stolen vandalised or maliciously damaged
  a promptly tell the police and, if required, any other relevant authorities
  b obtain an incident report number, a property irregularity or other appropriate report
v if **you** believe that **your** property has been lost outside the confines of **your home** report the matter to the police however in the event that they will not accept the notification
  a make enquires at places visited/hotel/accommodation in which **you** were staying and provide a description of the item(s) lost and **your** contact details, keeping a note of the name of the person(s) **you** spoke to, as well as the date, so that follow up enquiries can be made if required by **us**
vi for liability claims, **you** must immediately send **us** unanswered every statement of claim, legal process or other communication **you** receive about the claim
vii not negotiate, pay, settle, offer to settle, admit or deny any claim without **our** prior written consent.

7 Our rights after a claim

We have the right to

i take over and conduct in **your** name, the defence or settlement of any claim
ii prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
iii inspect the damaged property should **we** wish to do so.

8 Other insurances

If, at the time of any **loss**, **damage** or liability covered by this insurance, there is any other insurance covering the same **loss**, **damage** or liability, **we** will only pay an amount in **excess** of that which would have been payable under such other insurance.

9 Monthly premium payments

If **you** fail to pay an instalment, requested under the credit agreement to pay the premium, on its due date or fail to maintain the direct debit mandate and such default is not corrected in the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid in 7 days, **you** will be given written notice that this insurance will be cancelled form the date the instalment was due.

10a Cancellation by you

If **you** wish to cancel **your** policy please write to **us** at the address or contact the insurance advisor shown on **your schedule**. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **period of insurance**.

i Within the first 14 days
  If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.

ii. After the first 14 days
  If **you** wish to cancel **your** policy please write to **us** at the address or call the number shown on **your schedule**. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the **period of insurance**.

10b Cancellation by us

We may also cancel the policy where **we** have identified grounds including but not limited to:

i changes in the information on which the insurance was based (see number 1 above)
ii Government Financial Sanctions (see number 18 below)
iii Non Disclosure, misrepresentation, fraudulent claims or statements (see number 2 above).

We will contact **you** at your last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice in writing sent by recorded delivery to the correspondence address shown in the **schedule**.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

We may also terminate **your** policy as shown under monthly premium payments (see number 9 above).

11 Disputes

Where **we** have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to a single arbitrator appointed by the president of the relevant national law society. The decision of the arbitrator will be final and binding.

We and **you** irrevocably and unconditionally agree to submit any other dispute relating to this insurance to the exclusive jurisdiction of the courts of England and Wales or the county within the **United Kingdom** in which **your home** is situated.

12 Mortgagee's non-invalidation

The rights of any mortgagee under this insurance will not be prejudiced by any act or neglect of the mortgagor provided that the mortgagee, immediately on becoming aware of any such act or neglect, gives **us** notice in writing and pays any reasonable additional premium **we** require.

13 Acts of Parliament

All Acts of Parliament referred to in this insurance are understood to include reference to equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

14 Assignment

You cannot transfer **your** interest in this policy to anyone else without **our** prior written agreement.

15 Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay any one of **you**.

16 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

17 Covers common to more than one part of this insurance

The most **we** will pay is the relevant amount stated under each section of cover. If there is a common cover under more than one part of this insurance, **we** will only pay under one part of this insurance.

18 Government financial sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by recorded delivery letter to the correspondence address shown in the **schedule**. **You** will be entitled to a pro-rata refund of premium but not if **you** have made a claim in the current **period of insurance**.

HOME INSURANCE
GENERAL EXCLUSIONS

These apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

1 War risks

This policy excludes any direct or indirect consequence of war, invasion, act of foreign enemy or enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or **damage** to property by or under the authority of any government, public or local authority.

2 Confiscation

This policy excludes any **loss**, **damage** or liability caused by or resulting from **your** property being confiscated, seized, damaged or destroyed by or under the order of any government, public and/or local authority.

3 Radioactive contamination

This policy excludes any **loss**, **damage**, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from

a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the use of nuclear fuel

b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.

4 Biological and chemical contamination

This policy excludes any **loss**, **damage**, destruction of any property whatsoever or any loss of expenses whatsoever resulting or arising there from or any loss of profit, business interruption and any similar economic loss of any kind or any legal liability of whatsoever nature or death or injury to any person directly or indirectly caused by, contributed to or arising from biological or chemical contamination due to or arising from

a **terrorism**, and/or

b steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **terrorism**.

5 Pressure waves

This policy excludes any **loss**, **damage**, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

6 Date change

This policy excludes, unless specifically amended elsewhere in this insurance, any

a computer or computer-related equipment, system or software

b equipment, machinery or product containing, connected to or operated by means of a data processor chip

which fails to correctly recognise, interpret, respond or process any data, instruction or any date or part of a date as its true calendar date. Any subsequent **loss** or **damage** which is covered by this insurance is, however, insured.

7 Other exclusions

This policy excludes

loss, **damage**, or legal liability arising from

a **your** failure to maintain **your home** and the locks, safes and alarms you told **us** about when applying for or renewing insurance

b deception, dishonesty and/or fraud, other than:

  i by any person using deception to gain entry to **your home**

  ii theft of insured property by any **domestic employee** provided that **you** have recorded the identity of and place of residence for any such employee(s) and report any occurrence of theft or mysterious disappearance of insured property to the police

c normal deterioration

d mechanical or electrical breakdown, fault or failure, including loss or electronic data

e deliberate acts or misuse by **you** or any of **your domestic employees**

f loss in value following repair, replacement or reinstatement (except as specifically varied for **valuables** elsewhere in this insurance)

g loss of profit, business interruption and any similar economic loss of any kind.

HOME INSURANCE
CLAIMS STANDARDS

At Oak, we are proud of our commitment to a first class claims service and will provide assistance to ensure that your claims are handled as smoothly and efficiently as possible and that you are kept fully informed at every stage of the process.

When you need to make a claim under your policy we will need you to provide:

- your name, address and contact telephone numbers
- personal details necessary to confirm your identity
- policy number (or information to enable us to identify this if not immediately to hand)
- the date of the incident that you are reporting
- the cause of the loss or damage
- details of the property which has been lost or damaged or the names and addresses of the person who has been injured or owns the property which has been damaged
- the details of any crime or lost property report
- name and address of those responsible for the incident
- name and address of any witnesses to the incident.

This information will enable us to make an initial evaluation on policy liability however we may request additional information such as:

- documentation supporting the ownership, description and value of any item
- location of damaged property
- independent opinion to confirm the item to beyond economic repair
- estimates or accounts for the repair of the damaged property.

Please also refer to General Conditions, 6, 'Your duty when you have a claim'.

We will

- when you first make a claim, respond to you within 2 working days and, where appropriate, arrange for the damage to be inspected within 5 working days
- explain what should happen and when including how your policy will operate and any action you may have to take
- tell you how your claim is progressing
- where possible correspond with you by a medium of your choice (telephone, email or letter post)
- reply to your letters, faxes and e-mails by close of business on the working day following receipt
- in the event that we refuse all or part of your claim or offer you less than you have claimed, explain why
- once your claim is agreed, make payment within 2 working days.

In the case of legal protection claims or where the law or courts set different requirements, these will be explained to you when you make your claim.

COMPLAINTS

We, at Oak Underwriting, are proud of our commitment to a first class service and will provide assistance to ensure your needs are handled as smoothly as possible. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

If your complaint relates to your policy or a claim being made under the policy, which your insurance intermediary has not been able to resolve for you, please contact us as shown in your policy booklet.

We aim to resolve your concerns by the close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

In the event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Manager who will arrange for an investigation on behalf of our Managing Director. The contact details are as follows:

Post:
The Customer Relations Manger
Oak Underwriting plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

E: **customerservices@oak-underwriting.com**

Our promise to you
We will:

- acknowledge all complaints promptly
- investigate quickly and thoroughly
- keep you informed of progress
- do everything possible to resolve your complaint
- use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will aim to issue our final decision, in writing, within 10 working days of the date we received your complaint. If we are unable to fully respond within this time we will update you, in writing, within 8 weeks of the date we received your complaint.

If you have cause for complaint under the Home Emergency Service or Legal Protection, please contact our Customer Relations Manager as shown above or, alternatively, write to ARAG plc at the address below.

ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN

Should you remain dissatisfied following a complaint regarding the Home Emergency Service or Legal Protection sections of the policy, you may be entitled to pursue your complaint further with Lloyd's. They can be contacted at:

Policyholder & Market Assistance
Market Services
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

T: **0207 327 5693**
E: **complaints@lloyds.com**

If you are still unhappy after our review, or you have not received our offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

T: **0800 023 4567** – free for people phoning from a 'fixed line' (for example, a landline at home)
0300 123 9123 – free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02
E: **complaint.info@financial-ombudsman.org.uk**
W: **www.financial-ombudsman.org.uk**

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

HOME INSURANCE
HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance. You are giving your information to Oak Underwriting plc, which is a member of the RSA Group of companies (the Group).

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. If you contact us electronically, we may collect your electronic information identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. We may use and share your information with other members of the Group to help us and them

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop our services, systems and relationships with you
- understand our customers' requirements
- develop and test products and services.

Calls to Oak Underwriting may be recorded and monitored.

We do not disclose your information to anyone outside the Group except

- where we have your permission
- where we are required
- permitted to do so by law
- to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change. We will not keep your information for longer than is necessary.

SENSITIVE INFORMATION

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when

- checking details on applications for credit and credit related or other facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees.

Please contact the Compliance Officer at the address below if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

CLAIMS HISTORY

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

HOW TO CONTACT US

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Compliance Officer
Oak Underwriting plc
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5DF

HOME INSURANCE
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OAK UNDERWRITING PLC
PART OF THE RSA GROUP

Cromwell Park Chipping Norton Oxfordshire OX7 5DF
T: 01608 648100 F: 01608 648177 E: customerservices@oak-underwriting.com
www.oak-underwriting.co.uk

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