

Executive Home Policy

Introduction

Thank you for insuring your home with Sterling Insurance Company Limited. We are pleased to welcome you as one of our valued policyholders and we hope that you will keep this policy for many years to come.

Please keep this policy in a safe place since it contains important information about the insurance protection that we are providing for you. This will prove to be invaluable to you should you ever wish to make a claim under the policy, or indeed if you wish to review your requirements or make any changes to the cover at any time in the future.

The policy should be read together with the schedule that shows those sections under which you are covered. Subsequent alterations to the cover will be confirmed by the issue of a replacement schedule which you should file with your policy.

Definitions of certain words or expressions that are shown throughout the policy in bold type are given on Pages 10, 11 and 12 or under the relevant section of the policy where such words or expressions have specific meanings.

Our promise of satisfaction and service

We are committed to giving you a first class service at all times. However, should this policy not meet your needs, you do have the right to cancel it for a period of 21 days from the date your policy begins or from the date you receive this policy document if this happens later. If you cancel in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims monies paid.

If you do wish to cancel this policy you should either contact your professional adviser shown on the schedule or write to: Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

Disclosure

It is most important that you tell us of any material change in your circumstances which may affect this insurance cover. Material facts can have an effect on what you are covered for and how much you pay so if any of the information that you have already provided to us changes, then please tell us immediately. If you are not sure something is important, please tell us anyway since a failure to disclose a material fact relevant to this insurance could result in your cover being invalid.

We recommend that you keep a copy or a record of all information you give to us.

Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated senior underwriter.

Data Protection Statement

The personal information we collect from you

When you apply for insurance we collect personal information about you including your name, address and gender. We may also collect other information during the life of your policy which is classed as sensitive personal information. We may also ask you about any criminal convictions you may have.

You do not have to provide us with details of any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974.

How we use your personal information

All personal and sensitive personal information will be used by Sterling Insurance Company Limited for insurance purposes, including managing and administering your policies.

We also use this information to produce management information for business analysis. If you have provided information to us about another person (including their sensitive personal details), you confirm that you have their permission to provide that information to us for the same purposes.

If you telephone us, your call may be monitored or recorded for training, quality control and fraud prevention purposes.

Who we may share your information with

We may share your personal and sensitive personal information with the following organisations for purposes related to your insurance policies and our insurance services generally:

- our connected companies, agents and subcontractors including loss adjusters and claims investigators;
- our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- other insurance companies about other insurance policies you may have;
- the police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

Claims

In the event of a claim we may need to collect additional information from you.

Fraud prevention

We work with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims.

We may also use commercially available databases to check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity.

Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

Your rights

You are entitled to a copy of your personal information held by Sterling Insurance Company Limited on payment of a fee. If you would like to see the information we hold about you, contact the Data Protection Officer at Sterling Insurance Group Limited, Ambassador House, Paradise Road, Richmond upon Thames TW9 1SQ.

You should let us know if you think any of your personal information is inaccurate, so we can update it.

We do not use your information for marketing purposes, nor do we share it with any other company for marketing purposes, unless you have specifically agreed to this.

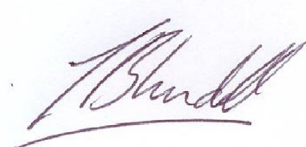
Your cover

Your policy consists of the	Page
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Your Executive Home Policy is evidence of the contract that you have made with us and is based on the information you have provided to us including any declaration that you may have signed.

This policy, schedule and any applicable endorsements and memoranda must be read together as one document.

We will insure you in accordance with the policy terms, conditions, endorsements and memoranda in respect of the operative sections as shown in the schedule against loss, damage or legal liability occurring during any period of insurance for which you have paid or agreed to pay a premium.



John Blundell

Managing Director

Sterling Insurance Company Limited

Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ

Executive Home Assistance

Sterling Executive Home Helplines

Home Emergency	A 24 hour Helpline operated by Homeserve Claims Management Ltd that provides a call-out service for emergency repairs by local tradesmen to attend at an agreed call-out charge. Please see full details on Pages 33-34.	0845 070 2310
Glass Breakage	A 24 hour Helpline operated by Solaglas Windowcare by utilising a nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid direct by us less the excess .	0870 870 7171
Identity Theft	A Helpline operated by Capita Insurance Services Ltd, available Monday to Friday from 9am to 5pm, excluding bank holidays. This will provide you with full assistance and guidance in recovering your identity in the event of it being fraudulently stolen.	0870 164 8222
Eurolaw Legal Advice	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Ltd that will provide you with confidential legal advice on any personal legal problem directly affecting you . It does not provide advice about your business, trade or profession and is limited to the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.	0845 070 2311
Tax Advice	A 24 hour Helpline operated by DAS Legal Expenses Insurance Company Limited that will provide you with confidential advice on personal tax matters.	0845 070 2311
Road Rescue	A 24 hour Helpline operated by Call Assist Ltd that provides a comprehensive motoring breakdown and recovery service throughout the United Kingdom and most of Europe.	0800 45 47 52
Pet Insurance Claims	A claims service operated by Petwise Insurance Services that provides assistance if your pet is lost or stolen or requires veterinary treatment as a result of an accident, injury, illness or disease.	0870 850 2306

Please note that calls may be monitored or recorded to ensure the accuracy of information and the quality of service.

Executive Home Assistance

Claims procedure

If **you** need to make a claim under Sections 1 - 5:

- call the Sterling Executive Home Helpline on **0845 070 2310** in the event of an emergency.
- contact **your** professional adviser who arranged this insurance for **you**. Refer to **your schedule** for details.
- alternatively call **us** on **0845 271 1300**.

To ensure **we** maintain a high-quality service, **we** may monitor or record phone calls.

From the moment **you** or **your** professional adviser calls, **we** will take full responsibility for dealing with **your** claim. When **you** phone, **you** will be asked for **your** policy number and details of **your** claim.

We will:

- confirm whether the event is covered
- if necessary, arrange for a loss adjuster to contact **you** immediately
- give **you** advice on how **your** claim will be dealt with and any **excess you** will have to pay.

In most cases **you** will need to complete a claim form.

If **we** cannot settle immediately, **your** claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as **your** point of contact. **We** will give **you** regular progress reports and settle **your** claim as fairly and promptly as possible.

If a claim is made for loss or damage under more than one Cover or Section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, you will pay the higher amount.

The claims procedures for Sections 7, 8 and 9 are set out in those sections.

To make a claim for Identity theft, please refer to page 20.

Please note that the payment of a claim may affect your no claims discount.

Claims standards

We are committed to providing a first class claims service.

- When **you** notify **us** of a claim, **we** will respond within 5 working days. Where appropriate, **we** will arrange for the damage to be inspected within 5 working days
- **Our** claims procedure will be explained to **you** and will include any action **you** may have to take
- **We** will give **you** regular progress reports
- **Your** letters, facsimiles and e-mails will be answered within 5 working days
- If **we** undertake to arrange repairs or replacements, **we** will do so within 5 working days
- In the event that **we** refuse all or part of **your** claim or offer **you** less than **you** have claimed, **we** will explain why
- Once **your** claim is agreed, **we** will issue **our** cheque in settlement within 5 working days.

For further claims information please refer to

- the Claims Condition on page 13
- the Basis of claims settlement in the relevant section of the policy under which **you** are claiming.

Executive Home Assistance

Advice and Services

Peace of mind

Our experienced Risk Management Surveyors are available to visit **your home** to give **you** help and guidance on suitable security measures. They can also give **you** advice on practical steps to protect **your home** from fire, extreme weather conditions or whilst **you** are away from the **home** for long periods. **Our** surveyors are direct employees of the **Company** and they will ensure that confidentiality of all matters discussed is maintained at all times.

Risk Management Guide

This guide provides advice on practical ways to minimise the risk of loss or damage to **your home** or its **contents**. It includes valuable information on how to protect **your** property from theft, fire or adverse weather conditions.

A copy of this guide is included in **your** policy pack.

Customers with a disability

We are able to provide, upon request, a text-phone facility, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. This service is provided in accordance with the Disability Discrimination Act 1995.

Executive Home Assistance

Advice and Services

Homesitters®

01296 630 730

Homesitters Limited was established in 1980 to provide a nationwide live-in caretaking service; the company now has nearly 1,000 meticulously vetted employees. Homesitters enable **you** to go away with peace of mind knowing that **your** property and pets are well cared for in **your** absence.

We encourage use of Homesitters' service and have negotiated a discounted tariff for Sterling Executive Home policyholders. In recognition of Homesitters' contribution to security, **we** will give **you** a discount off **your** renewal premium if **you** use this service.

Valuations

To assist **our** Executive Home policyholders **we** have negotiated discounted fees with the following:



Andrew Acquier BA FRICS
Chartered Arts Surveyors
020 7353 6440



0870 9020 940



020 7839 4747



020 7493 2662

These are all leading independent firms of specialist valuers and fine art consultants. If **you** require assistance with valuations and wish to take advantage of a discounted fee please contact one of the above stating that **you** are a Sterling Executive Home policyholder.

Executive Home Assistance

Complaints procedure

We are committed to giving **you** a first class service at all times and will make every effort to meet the high standards **we** have set. If **you** feel that **we** have not attained the standard of service **you** would expect or if **you** are dissatisfied in any other way, then this is the procedure that **you** should follow:

If **you** have a complaint under Sections 1 - 5,

In the first instance contact **your** professional adviser who arranged this insurance for **you** (refer to **your schedule** for details) or contact **us** at

The Customer Services Manager
Sterling Insurance Company Limited
50 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4JX

Telephone No. **0845 271 1300**.

email: info@sterlinginsurancegroup.com

Should **you** remain dissatisfied with the outcome **you** can refer **your** complaint, within six months of **our** final response, to

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone No. **0845 080 1800**.

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

Following these procedures will not affect **your** legal rights.

The complaints procedures for Sections 7, 8 and 9 are set out in those sections.

Executive Home Assistance

Financial Services Authority

Sterling Insurance Company Limited is authorised and regulated by the Financial Services Authority (FSA).

Our FSA register number is 202012.

Financial Services Compensation Scheme

As **we** are authorised by the Financial Services Authority (FSA) **you** also have protection under the Financial Services Compensation Scheme (FSCS) acting as a safety net in the unlikely event that **we** are unable to pay claims due to insolvency. The FSCS will meet the first £2,000 of **your** claim in full plus 90% of the balance. Full details of the scheme can be obtained from their website www.fscs.org.uk, or by writing to

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

Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in the policy, unless stated otherwise. Sections 4, 5, 7, 8 and 9 contain additional words and expressions with meanings specific to those sections. Where the definition for the same words or expressions appear in a section, the definition given in that section will apply.

accidental damage	damage caused by accidental and external means
act of terrorism	<p>a) applicable to all insurance provided by your policy other than for any liability covers (as stated in b) below)</p> <p>acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto</p> <p>b) applicable to all insurance provided by your policy for liability covers only, these being:</p> <ul style="list-style-type: none">- Section 1 - Additional cover L- Section 3 - Additional cover F- Section 5 - Additional cover A <p>an activity that</p> <ol style="list-style-type: none">(1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and(2) appears to be intended to<ol style="list-style-type: none">(i) intimidate or coerce a civilian population, or(ii) disrupt any segment of the economy of a government de jure or de facto, state or country, or(iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or(iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking
asbestos	asbestos , asbestos fibres, any derivatives of asbestos and any product containing asbestos , asbestos fibres or any derivatives of asbestos
bodily injury	death, injury, illness, disease or shock
buildings	the home and its walls, fences, gates, hedges, permanent fixtures and fittings, driveways, paths, steps, terraces, patios, permanently installed swimming pools, hot tubs, ornamental ponds, fountains, hard tennis courts, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying your home
business equipment	computers, laptops, software, printers, scanners, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture all owned by you or your family and used in connection with your business or employment
contamination due to any act of terrorism	the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

Definitions

contents	<p>the following property solely used for domestic purposes all belonging to you or your family or for which you or your family are legally responsible</p> <ul style="list-style-type: none">- household goods and furnishings- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment and electric wheelchairs- tenant's improvements- fixtures and fittings and interior decorations for which you or your family are legally responsible as occupier and not as owner- personal effects
credit cards	<p>credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by you or your family solely for private purposes</p>
domestic employee	<p>any individual who carries out domestic duties for you within your home or its garden under a Contract of Employment with you</p>
electronic equipment	<p>any computer equipment system or software, or any product, equipment or machinery containing, connected to or operated by means of a micro or data processor chip</p>
electronic failure	<p>any loss or damage to any property caused directly or indirectly by the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction</p>
endorsement	<p>any variation in the printed terms of the policy</p>
excess	<p>the first part of each and every claim which you must pay other than a claim of more than £10,000 unless</p> <ul style="list-style-type: none">- the claim is for loss or damage caused by subsidence, heave or landslip- you have elected a voluntary excess or we have applied a compulsory excess of £500 or greater
fine art and antiques	<p>individual items, collections and sets that have artistic or historical value, are rare or unique all belonging to you or your family or for which you or your family are legally responsible including</p> <ul style="list-style-type: none">- antique and designer furniture- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts- tapestries and rugs- clocks and barometers- curios, objets d'art- statues and sculptures- stamps, coins, medals and other collectable property- china, glassware and porcelain- household gold, platinum, pewter and silverware including plate- guns
home	<p>the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the schedule</p>
jewellery and watches	<p>a) items that are worn or used for personal adornment and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones</p> <p>b) watches</p> <p>all belonging to you or your family, or for which you or your family are legally responsible</p>

Definitions

operative sections	those sections which you have selected and for which cover is provided under this policy
outdoor items	garden statuary, garden furniture, flower containers and urns all kept in the garden of your home
period of insurance	the period stated in the schedule
personal effects	<p>the following property used for domestic purposes or for occasional business use all belonging to you or your family, or for which you or your family are legally responsible</p> <ul style="list-style-type: none">- clothing including clothing used for motor cycling- furs, spectacles, contact lenses and hearing aids- baggage and other items normally carried about the person- photographic and mobile communication equipment- electronic equipment- sports equipment, musical instruments and pedal cycles
personal money	cash, bank and currency notes, cheques, money and postal orders, bankers drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers cheques, travel tickets, sports season tickets and gift vouchers all belonging to or held by you or your family solely for private purposes
pollution or contamination	<p>a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and</p> <p>b) all loss or damage or injury directly or indirectly caused by such pollution or contamination</p>
schedule	this provides details of the person or persons insured, the period of insurance , the operative sections of the policy and the sums insured which apply and specifies any endorsements and memoranda which amend the standard policy wording
temporarily removed	removed from your home for a period of no more than 60 consecutive days
tenant's improvements	improvements, alterations and decorations which have been undertaken to your home either by you or a previous occupier, as tenant and for which you are legally responsible
territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
unoccupied	<ul style="list-style-type: none">- insufficiently furnished for normal living purposes for more than 30 consecutive days or- not lived in by you or your family or by any adult person with your permission for more than 60 consecutive days
we/us/our/Company	Sterling Insurance Company Limited
you or your	the person or persons named in the schedule as the Insured
your family	your spouse, partner, children, parents and other relatives, permanently living with you .

General Conditions

Cancellation

You may cancel the policy by giving **us** written instructions. **We** may cancel the policy by sending **you** 21 days notice by recorded delivery letter to **your** last known address.

In the event of cancellation by **you** or **us**, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If **you** are paying by monthly instalments **we**

- will stop applying for **your** monthly premium
- may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.

If **you** have agreed to pay **your** premiums by instalments and **you** fail to pay any of those instalments, **we** reserve the right to cancel **your** policy.

Changes in risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, damage or liability covered by the policy.

Claims

In the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide at **your** own expense all details and evidence **we** may reasonably require.

Compliance with terms

The **Company's** liability to make any payment under the policy will be conditional upon compliance with the terms and conditions of the policy.

Contracts (Rights of Third Parties) Act

No person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

General Conditions

Disputes

Provided that liability under the policy has been admitted, if there is any dispute over the amount to be paid by **us** the matter will be referred to arbitration. The arbitrator will be appointed by the parties concerned according to the relevant statutory provisions in force at the time. In such a case there will be no right of action against **us** unless an award is made.

This condition does not apply to Section 7.

Fraud

If any claim is fraudulent in any respect or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy or if any damage is caused by the wilful act or with the connivance of **you** or **your family** all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim was made.

Law applicable to this contract

Under United Kingdom law the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, English law applies.

Other insurance

We will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if you are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

Reasonable care

You and **your family** must take all reasonable steps to prevent loss, damage, accident or **bodily injury** and to maintain the property insured in a good state of repair.

Rights

We are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this policy.

Theft Security

In the event of a theft or attempted theft from **your home** **you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

Transfer of interest

You may not transfer **your** interest in the policy without **our** consent.

General Exceptions

What you are not covered for:

- 1 loss or damage or any claim caused by
 - deliberate acts by **you** or **your family**
 - wear, tear or any gradually operating cause
- 2 consequential loss of any kind incurred by **you** or **your family** except as stated in the policy
- 3 any loss, damage or legal liability occurring before the commencement of this insurance
- 4 any loss, damage or legal liability arising from **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- 5 a) loss or damage caused by or liability arising from any **electronic failure** of **electronic equipment**.
Subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured
b) direct or indirect loss or damage caused to **electronic equipment** by **electronic failure**
- 6 any loss, destruction or damage to property or any expense, consequential loss or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- 7 any loss or damage resulting from building works to **your home**, including works involving the use or process of heat, where the estimated cost of the building works is in excess of £50,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless this has been agreed with us
- 8 any loss or damage to property, expense, consequential loss or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
 - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
- 9 any loss, damage, cost or expense directly or indirectly arising out of biological or chemical **contamination due to any act of terrorism**

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**
- 10 a) any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of **asbestos**
b) the cost of cleaning up, or removal of, or damage to property arising out of any **asbestos**.

Section 1 - Contents

What you are covered for:

- 1** The **contents** and **personal effects** are insured against loss or damage whilst at **your home** or anywhere in the world.

The sum insured shown in the **schedule** for this section will be increased by up to

- 20% to cover any new purchases provided **you** inform **us** within 60 days of the purchase and pay any additional premium required
- £10,000 in respect of gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event. The maximum amount **we** will pay for any one gift is £1,000.

2 Business equipment

Loss of or damage to **business equipment** up to £15,000.

3 Guests and domestic staff personal property

Loss of or damage to **contents** in **your home** belonging to guests or domestic staff permanently residing with **you** up to £5,000 provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one article is £500.

4 Metered water or heating oil

Additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation at **your home** up to £5,000.

5 Outdoor items

Loss of or damage to **outdoor items** whilst in the garden of **your home** up to £10,000 unless otherwise stated in the **schedule**.

6 Personal money

Loss of or damage to **personal money** occurring anywhere in the world up to £2,500.

7 Reinstatement of data

If data or records stored on **your** computer or other item of **electronic equipment** are lost **we** will pay the cost of reinstating the lost data onto the computer up to £5,000.

8 Reinstatement of documents

The cost of replacing deeds, bonds, securities or similar private documents if they are lost or damaged up to £5,000.

9 Replacement locks and keys

If **your** keys are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, key operated safe locks and the replacement of any key.

10 Dependent parents or grandparents possessions

Loss or damage to **contents** belonging to **your** dependent parents or grandparents who are residing in a nursing or residential care home up to £7,500.

Section 1 - Contents

What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**
- 2 loss or damage caused by
 - frost, smog, agricultural or industrial operations
 - theft or attempted theft
 - of **contents** from any building other than **your home** unless force and violence is used to gain entry or exit
 - by deception unless deception is used solely to gain entry to **your home**
 - of ride on lawn mowers during the hours of darkness unless from a locked building
 - river or coastal erosion
 - malicious acts or vandalism by **domestic employees**
 - confiscation or detention by Customs or other officials or authorities
 - faulty workmanship, defective design or use of defective materials
 - rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - storm or flood to **contents** in the open
 - electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s)
 - an error in computer programming, instruction or malfunction
- 3 loss of or damage to
 - **fine art and antiques, jewellery and watches**
 - **contents** removed for sale, exhibition or display
 - motor vehicles, motorcycles, caravans, horse boxes, aircraft, watercraft, trailers and their respective accessories other than automotive satellite navigation systems whilst used as a portable personal navigation system
 - any property in or on any motor cycle, radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
 - equipment used for hang-gliding, mountaineering, parachuting, potholing, windsurfing and underwater sports other than when it is kept in **your home**
 - sports equipment while taking part in professional sport, while in use or play or whilst left unattended in the open
 - **personal money**
 - unless the loss is reported to the Police within 24 hours of discovery
 - held for business or professional purposes
 - as a result of
 - shortages due to error, omission, depreciation or confiscation
 - theft from
 - garages, domestic outbuildings or greenhouses at **your home**
 - unattended motor vehicles
 - pedal cycles or their accessories
 - when left unattended away from **your home** unless securely locked
 - while being used for racing or time trials
- 4 loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, dyeing, installation, adjustment or dismantling

Section 1 - Contents

What you are not covered for:

- 5 loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are shut and securely locked and any property insured by this section is secured in the locked boot or closed glove compartment. The luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot
- 6 loss or damage occurring
 - during the course of any household removal
 - unless undertaken by professional removal contractors
 - caused by theft or attempted theft unless force and violence is used to gain entry to or exit from the removal vehicle or storage facility
 - to brittle items including glass and china unless packed for removal by professional removal contractors
 - whilst in transit by sea
 - whilst in storage unless
 - **temporarily removed** to a commercial storage facility
 - any theft or attempted theft involves force and violence to gain entry or exit
- 7 when **your home** is **unoccupied**
 - loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation, domestic appliance or fixed fish tank
 - theft or attempted theft
 - malicious acts or vandalism
 - loss or damage to frozen food
 - additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation
- 8 when **your home** or any part is let or lent or occupied by tenants or paying guests
 - loss or damage caused by
 - theft or attempted theft unless force and violence is used to gain entry or exit
 - malicious acts or vandalism caused by tenants or paying guests
- 9 any subsequent loss of profits or turnover resulting from any cause following loss of or damage to **business equipment**
- 10 the cost of replacing negotiable securities or negotiable bonds.

Section 1 - Contents

Additional cover:

The following extensions of cover are included in Section 1 – **Contents**

A Alternative accommodation and rent

If **your home** is made uninhabitable following loss or damage to the **contents** covered by this section **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses, temporary storage of furniture and any rent which **you** may still have to pay, up to 20% of the total sum insured on **contents**.

B Fatal injury or acquired disability

In the event of injury to **you** or any member of **your family** caused by fire or assault by thieves in **your home**, **we** will pay

- £25,000 if such injury results in **your** death or £5,000 for the death of any member of **your family** within 3 months of the incident
- up to £15,000 for necessary alterations to **your home** if such injury results in permanent physical disability.

C Fraudulent use of Credit Cards, Bank or Building Society Books

If **you** suffer financial loss resulting from the fraudulent use of **your credit cards**, bank or building society books anywhere in the world **we** will pay up to £25,000 provided the loss is reported to the issuing organisation within 24 hours of discovery.

D Hire of replacement golf clubs overseas

Following loss or damage to **your** golf clubs or any that **you** may have hired or borrowed whilst **you** are playing golf outside the **territorial limits**, **we** will pay up to £25 per day subject to a maximum of £250 for the necessary hire of replacement clubs. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.

E Hole in one

In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard and certificate from **your** club or the match secretary must be submitted to **us** in the event of a claim.

F Identity theft

What you are covered for:

We will pay up to £25,000 for all claims arising under this Additional cover F during any one **period of insurance** for the following costs and expenses incurred in seeking to defend **your** name and to restore **your** credit status after an act of **identity theft** has been committed against **you**:

1. costs for notarising fraud affidavits or similar documents for financial institutions or similar credit grantors or **credit reference agencies** that have required that such affidavits be notarised
2. costs for registered mail to Police, **credit reference agencies**, financial institutions or similar credit grantors in relation to **your identity theft**
3. lost wages as a result of time taken off from work to meet with, or talk to, Police, **credit reference agencies** and/or legal counsel or to complete fraud affidavits
4. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information
5. reasonable legal fees incurred, subject to **our** prior consent, for:
 - (a) defence of lawsuits brought against **you** by merchants or their collection agencies;
 - (b) the removal of any criminal or civil judgements wrongly entered against **you**; and
 - (c) challenging the accuracy or completeness of any information in a consumer credit report
6. charges incurred for long distance telephone calls to retail merchants, Police, financial institutions or similar credit grantors or **credit reference agencies** to report or discuss an actual **identity theft**.

Section 1 - Contents

What you are not covered for:

1. losses arising out of any business activity of **yours** i.e. employment, trade, hobby, profession or occupation
2. expenses incurred due to any fraudulent, dishonest or criminal act committed by **you** or by any person acting in collusion with **you**, or by any authorised representative whether acting alone or in collusion with others
3. any **identity theft** claim that occurs within the first 35 days of cover
4. future earnings of a self employed professional.

If you discover your identity has been stolen:

Please read carefully

If **you** discover **your** identity has been stolen either from the first fraudulent transaction identified on a **credit card** statement and / or any physical or electronic record with any of **your** financial institutions

1. Advise the Sterling Executive Identity Theft Helpline telephone number **0870 164 8222** for assistance and guidance on **you** recovering **your** identity.
All callers are provided with a dedicated case manager. This service is available Monday to Friday from 9am to 5pm, excluding Bank Holidays. To ensure an accurate record, **your** telephone conversation will be recorded. Please ensure that you have **your** address history for the last six years
2. File a Police report within 24 hours of discovering the **identity theft**
3. Notify **your** bank(s), **credit card** company(ies) and all other accounts of the **identity theft** within 24 hours of discovering the **identity theft**
4. Fill out and return any claim forms including an authorisation for **us** to obtain records and other information such as credit reports, if applicable
5. If **you** make a claim for lost wages, **we** will ask **you** to submit proof from **your** employer that **you** took unpaid days off. **You** must also provide proof that it was necessary to take time away from work. Send **us** copies of any demand, notices, summonses, complaints, or legal papers received in connection with a covered loss
6. Take all reasonable and prudent action to prevent further damage to **your** identity, including a civil proceeding seeking monetary damages or a criminal proceeding
7. **You** must make the claim no later than 6 (six) months from the expiry date of this policy.

How we process and use your information:

In order to prevent and detect insurance related fraud, **we** may check **your** details with certain fraud prevention agencies and databases. **We** may also share information with other authorised insurers.

Definitions

Wherever the following words or expressions appear in this Additional cover F – Identity theft, they have the meaning given to them below.

credit reference agency(ies)

the UK's three credit reference agencies: Equifax, Experian and Callcredit

identity theft

the theft of **your** personal identification, National Insurance number, or other method of identifying **you**, which has or could reasonably result in the wrongful use of such information, including but not limited to theft occurring on or arising out of **your** use of the internet. All loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single theft. **Identity theft** shall not include the theft or wrongful use of **your** business name or any other method of identifying any business activity of **yours**.

Section 1 - Contents

G Removal of debris costs

Following loss or damage to the **contents** covered by this section **we** will pay reasonable and necessarily incurred removal of debris costs.

H Reward

We will pay up to £10,000 to anyone (other than **you**, **your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.

I Tenant's liability

We will indemnify **you** against **your** legal liability as tenant for the cost of making good damage to the **buildings** as a result of any cause covered by this section up to 20% of the total sum insured on **contents**.

J Stalking

What you are covered for:

We will pay for the reasonable costs that **you** or **your family** incur as a result of, or the threat of, stalking, physical injury, harassment or damage to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction up to

- £15,000 for any one occurrence to carry out agreed improvements to the security at **your home**
- £5,000 for any one occurrence for reasonable temporary accommodation
- £7,500 for any one occurrence for the cost of using professional security guards or seeking advice from professional security consultants

and no more than £20,000 in any one **period of insurance**.

What you are not covered for:

- any claim made which occurs in any country where the Foreign and Commonwealth Office has advised against travel
- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical damage, harassment or property damage caused by **you** or **your family**.

K Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home**, **we** will pay up to

- £500 for professional private counselling fees
- £1,000 for reasonable temporary accommodation for a period of no more than 7 days after the event
- £15,000 to carry out agreed improvements to the security at **your home**
- £15,000 for necessary conveyancing, removal and estate agency fees if, within 90 days of the event, **you** feel compelled to move house and had not already planned to do so.

L Occupiers', personal and employers' liability

What you are covered for:

We will indemnify **you** or **your family** against all amounts which **you** or **your family** shall become legally liable to pay as damages in respect of

- accidental **bodily injury** to any person
- accidental loss of or accidental damage to material property
- accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property

Section 1 - Contents

arising as a result of

- occupation of the **buildings** or land belonging to the **home**
- duties as a Neighbourhood Home Watch coordinator
- the employment of any **domestic employee**
- any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 60 consecutive days.

The amount payable will not exceed

- £10,000,000 for accidental **bodily injury** to any **domestic employee**
- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
 - a) any **act of terrorism**, or
 - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
- £5,000,000 in respect of all other claims arising from one cause plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

In the event of **your** death or the death of any member of **your family** **we** will indemnify **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this Additional cover L provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy as far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this Additional cover L shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

We may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

Section 1 - Contents

What you are not covered for:

1. any liability for
 - **bodily injury to you or your family**
 - loss of or damage to property owned by or in the custody or control of **you or your family**
2. liability arising from
 - any incident occurring outside the **period of insurance**
 - ownership of the **home** and its land
 - **bodily injury** (other than to a **domestic employee**) or loss of or damage to property arising from the ownership, possession or use of
 - lifts unless used solely for domestic purposes and are inspected and maintained under an annual maintenance contract
 - mechanically or electrically propelled vehicles other than
 - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**
 - electric wheelchairs
 - pedestrian controlled models or toys
 - motorised golf buggies or electric golf trolleys used within the boundaries of
 - **your home**
 - a golf course
 - trailers, caravans or horse boxes other than while at **your home**
 - aircraft, hang-gliders, hovercraft, watercraft, boards or any other craft or equipment designed for use in or on water other than pedestrian controlled models or toys or hand or foot propelled boats not owned by **you or your family**
 - animals other than domestic pets or horses
 - horses used for hunting, racing, steeplechasing or playing polo
 - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
 - firearms other than shotguns or airguns used for sporting activities
 - human immunodeficiency virus (HIV and/or any HIV related illness) including acquired immune deficiency syndrome (AIDS) and/or any mutant derivative or variations however caused
 - any profession, business or employment of **you or your family** other than
 - visitors to the **home** for the purposes of sales, deliveries and maintenance of **business equipment**
 - the accommodation of paying guests not exceeding six at any one time
 - any agreement unless liability would have existed without the agreement
3. damages for **bodily injury** or loss of or damage to property unless the action is brought against **you or your family** in a Court of Law within the **territorial limits**
4. any liability for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
 - (b) any **act of terrorism**
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) stated above

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

Section 1 - Contents

Important Information

The sum(s) insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the Consumer Durable Section of the Retail Price Index or suitable alternative index. At each renewal the premium will be calculated on the adjusted sum(s) insured. The sum(s) insured will continue to be index linked and will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** make to prevent further loss or damage and effect all repair or replacement work without delay.

Basis of claims settlement

The total sum insured on **contents** must represent the cost of replacing all the **contents** and **personal effects** as new. **We** may make a deduction for wear, tear or betterment if the total sum insured is not sufficient at the time of loss or damage.

Provided the total sum insured is adequate, **we** will at **our** option either

- pay the cost of repairing
- pay the cost of replacing as new
- replace as new
- make a cash payment

less the amount of the **excess(es)** stated in the **schedule**.

No **excess** is applicable to Additional covers A to L.

Pairs and sets

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched unless **you** agree to surrender the undamaged items or parts to **us** and **we** agree to accept.

If **you** do not surrender the undamaged items or parts **we** may, at **our** option, agree to pay the cost of the difference between the market value of the pair, set, suite or other article before and after the loss.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of the **excess(es)**. **We** will also pay
 - costs incurred under Additional cover A - Alternative accommodation and rent
 - costs incurred under Additional cover G - Removal of debris costs
 - for any new purchases and gifts in accordance with Cover 1 on Page 16
- any pedal cycle is £1,500 unless specified
- any single article, pair or set of **personal effects** is £5,000 unless specified
- loss or damage from any unattended motor vehicle is £5,000
- damage caused by pets is £2,500
- **contents** other than **personal effects** removed from the **home** whilst in storage or whilst at any residence either owned or lived in by **you** or **your family** and not listed in the **schedule** is up to 15% of the sum(s) insured on **contents**
- **contents** other than **personal effects** in the open is £5,000
- possessions of student members of **your family** who are temporarily residing away from **your home** attending school, university or college is £7,500
- any one lap-top computer is £3,000 unless specified
- articles that are specifically insured is the respective sum insured shown in the **schedule**.

Section 2 - Fine art and antiques, jewellery and watches

What you are covered for:

1. The **fine art and antiques, jewellery and watches** are insured against loss or damage whilst at **your home** or anywhere in the world.

The sum insured shown in the **schedule** for this section will be increased by up to

- 20% to cover any new purchases provided **you** inform **us** within 60 days of the purchase and pay any additional premium required.
- £50,000 in respect of paintings where the value of a painting or paintings has increased due to the death of the artist if this occurred within 6 months prior to the date of loss or damage. The maximum amount **we** will pay for any one painting is up to 200% of its sum insured.

What you are not covered for:

- 1 the amount of the **excess(es)** stated in the **schedule**
- 2 loss or damage caused by
 - frost, smog, agricultural or industrial operations
 - theft or attempted theft
 - of **fine art and antiques** from any building other than **your home** unless force and violence is used to gain entry or exit
 - by deception unless deception is used solely to gain entry to **your home**
 - river or coastal erosion
 - malicious acts or vandalism by **domestic employees**
 - confiscation or detention by Customs or other officials or authorities
 - faulty workmanship, defective design or use of defective materials
 - rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
 - storm or flood to **fine art and antiques** in the open
 - electrical or mechanical breakdown
- 3 loss of or damage to
 - **fine art and antiques, jewellery and watches** removed for sale, exhibition or display
 - **fine art and antiques** in the open
 - **jewellery and watches** whilst in storage
 - **fine art and antiques, jewellery and watches** that are held or used for business or professional purposes unless specified
- 4 loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, dyeing, installation, adjustment or dismantling
- 5 loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are shut and securely locked and any property insured by this section is secured in the locked boot or closed glove compartment. The luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot

Section 2 - Fine art and antiques, jewellery and watches

What you are not covered for:

- 6 loss or damage occurring
 - during the course of any household removal
 - unless undertaken by professional removal contractors
 - caused by theft or attempted theft unless force and violence is used to gain entry to or exit from the removal vehicle or storage facility
 - to brittle items including china, glassware and porcelain unless packed for removal by professional removal contractors
 - whilst in transit by sea
 - whilst in storage unless
 - **temporarily removed** to a commercial storage facility
 - any theft or attempted theft involves force and violence to gain entry or exit
- 7 when **your home** is **unoccupied**
 - loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation, domestic appliance or fixed fish tank
 - theft or attempted theft
 - malicious acts or vandalism
- 8 when **your home** or any part is let or lent or occupied by tenants or paying guests
 - loss or damage caused by
 - theft or attempted theft unless force and violence is used to gain entry or exit
 - malicious acts or vandalism caused by tenants or paying guests.

Additional Cover

The following extension of cover is included in Section 2 - **Fine art and antiques, jewellery and watches**

A Defective Title

We will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** and **you** are legally obliged to return it to its rightful owner. **We** will not pay for claims under this additional cover

- unless the item was purchased during the **period of insurance**
- unless **you** advise us about the claim during the **period of insurance**
- unless **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase
- if the item was inherited by **you** or given to **you** as a gift

The maximum amount **we** will pay under this additional cover is 10% of the total sum insured under this section or £25,000, whichever is the less.

Important Information

The market value and cost of replacing **fine art and antiques, jewellery and watches** is likely to fluctuate. **We** therefore recommend strongly that **you** review the value of these items regularly and seek professional help and guidance. Valuations and photographic evidence not only assist in ensuring that **you** are adequately insured, but also help the Police and the Art Loss Register to trace ownership in the event of recovery following loss or theft.

The sum(s) insured shown in the **schedule** for this section are not index linked.

Section 2 - Fine art and antiques, jewellery and watches

Basis of claims settlement

The total sum insured on **fine art and antiques, jewellery and watches** must represent the full market value or cost of replacement.

We may make a deduction for wear, tear or betterment if the sum insured is not sufficient at the time of loss or damage.

Provided the total sum insured is adequate, **we** will at **our** option either

- pay the cost of repairing
- pay the cost of replacing as new
- replace as new
- make a cash payment

less the amount of the **excess(es)** stated in the **schedule**.

Pairs and sets

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched unless **you** agree to surrender the undamaged items or parts to **us** and **we** agree to accept.

If **you** do not surrender the undamaged items or parts **we** may, at **our** option, agree to pay the cost of the difference between the market value of the pair, set, suite or other article before and after the loss.

Partial loss or damage

In the event of partial loss or damage, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section less the amount of the **excess(es)**. **We** will also pay for any new purchases, or the increased value of any paintings, in accordance with Cover 1 on Page 25
- any single article, pair, set or collection of **fine art and antiques** is £15,000
- any single article, pair, set or collection of **jewellery and watches** is £5,000
- loss or damage from any unattended motor vehicle is £10,000
- loss of or damage to **fine art and antiques, jewellery and watches** whilst contained in baggage or in transit outside the personal control of **you** or an adult member of **your family** is £1,000
- damage caused by pets is £2,500
- **fine art and antiques** removed from the **home** whilst in storage or whilst at any residence either owned or lived in by **you** or **your family** and not listed in the **schedule** is up to 15% of the total sum(s) insured for **fine art and antiques**
- articles that are specifically insured is the respective sum insured shown in the **schedule**.

Section 3 - Buildings

What you are covered for:

1 The **buildings** are insured against loss or damage.

2 Reinstatement of gardens

The cost of re-landscaping **your** garden including costs incurred to remove and dispose of debris, resulting from loss or damage caused by

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism
- falling trees, telegraph poles, lamp posts or pylons or any parts thereof.

3 Trace and access

We will pay the cost (provided that this is incurred with **our** consent) of finding the source of any escape of water or oil from any fixed domestic water or heating installation, oil tank, washing machine, dishwasher or tumble dryer, including subsequent repair to walls, floors or ceilings.

4 Sale cover

If **you** contract to sell the **buildings of your home** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

What you are not covered for:

1 the amount of the **excess(es)** stated in the **schedule**

2 loss or damage caused by

- frost, smog, agricultural or industrial operations
- freezing to permanently installed swimming pools, hot tubs, ornamental ponds, fountains or their filtration systems
- storm or flood to
 - fences, gates or hedges
 - outdoor swimming pool covers or accessories
- felling or lopping of trees
- escape of water or leakage of oil to any fixed water or heating installation
- subsidence or heave (of the site on which **your home** stands) or landslip due to
 - river or coastal erosion
 - bedding down of new **buildings** or settlement of newly made up ground
 - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
 - demolition or structural repairs or alterations to the **buildings**
 - inadequate foundations which do not meet building regulations current at the time of construction
- subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, permanently installed swimming pools, hot tubs, hard tennis courts and wind turbines unless the main **building of your home** is damaged at the same time and by the same cause
- settlement or shrinkage
- faulty workmanship, defective design or use of defective materials
- rusting, corrosion, rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- electrical or mechanical breakdown
- malicious acts or vandalism by **domestic employees**

Section 3 - Buildings

What you are not covered for:

3 when **your home** is **unoccupied**

- loss or damage caused by
 - escape of water or leakage of oil from any fixed water or heating installation, domestic appliance or fixed fish tank
 - theft or attempted theft
 - malicious acts or vandalism
 - **accidental damage** to fixed glass and sanitary ware
 - freezing to any fixed water or heating installation

4 when **your home** or any part is let or lent or occupied by tenants or paying guests

- loss or damage caused by
 - theft or attempted theft unless force and violence is used to gain entry or exit
 - malicious acts or vandalism caused by tenants or paying guests

5 loss or damage caused by or during the process of repairing, restoring, renovating, cleaning, dyeing, installation, adjustment or dismantling

6 loss of or damage to **outdoor items**

7 loss or damage for which compensation is provided by legislation

8 the cost of

- maintenance and normal redecoration
- rectifying the failure of double glazing seals

9 reinstatement of gardens following storm, flood or frost

10 loss or damage to underground services

- for which **you** are not legally liable
- caused by gradual deterioration or wear and tear

11 the cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section

12 costs involved in complying with statutory regulations or local authority requirements where the loss or damage occurs after notice to comply has been served on **you**.

Section 3 - Buildings

Additional Cover:

The following extensions of cover are included in Section 3 – **Buildings**

A Alternative accommodation and loss of rent

If **your home** is made uninhabitable following loss or damage to the **buildings** covered by this section **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 3 years.

If, at the time of the loss or damage, the sum insured on **buildings** was less than 80% of its full replacement cost as published by the Association of British Insurers on behalf of the Building Cost Information Service of the Royal Institution of Chartered Surveyors, the maximum amount **we** will pay for any one claim will be 20% of the sum insured on **buildings**.

B Forced evacuation

If a local authority prohibits **you** from living in **your home** following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will pay the reasonable cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 30 days.

C Architects' and surveyors' fees and other costs

Following loss or damage to the **buildings** covered by this section **we** will pay reasonable and necessarily incurred

- architects', surveyors', legal and other fees
- removal of debris costs
- additional costs involved in complying with statutory regulations or local authority requirements.

D Fixtures and fittings temporarily removed

We will pay for loss of or damage to fixtures and fittings, that would normally form part of the **buildings**, whilst **temporarily removed** from **your home** to another building within the **territorial limits** up to 10% of the sum insured on **buildings**.

E Mortgagee's interest

Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to **us** and any additional premium required is paid.

F Property owners' liability

What you are covered for:

We will indemnify **you** or **your family** against all amounts that **you** or **your family** shall become legally liable to pay in respect of

- accidental **bodily injury** to any person
- accidental loss of or accidental damage to material property

arising

- as owner of the **buildings** or land belonging to **your home**
- in respect of any **buildings** previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
 - no other policy covers the liability
 - **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

Section 3 - Buildings

The amount payable will not exceed £5,000,000 in respect of all claims arising from one cause plus any other legal costs and expenses which **you** or **your family** have to pay provided they are incurred with **our** written consent.

In the event of **your** death or the death of any member of **your family** **we** will indemnify **you**, or their, personal legal representatives in respect of any legal liability incurred and insured under this Additional cover F provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this Additional cover F shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

We may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

What you are not covered for:

1. any liability for
 - **bodily injury** to **you** or **your family** or any persons employed by **you**
 - loss of or damage to property owned or occupied by or in the custody or control of **you** or **your family**
2. liability arising from
 - any incident occurring outside the **period of insurance**
 - any profession, business or employment
 - the ownership, possession or use of
 - lifts unless used solely for domestic purposes and are inspected and maintained under an annual maintenance contract
 - mechanically or electrically propelled vehicles other than motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**, electric wheelchairs or pedestrian controlled models or toys
 - any agreement unless liability would have existed without the agreement
3. the cost of remedying any fault or alleged fault
4. damages for **bodily injury** or loss of or damage to property unless the action is brought against **you** or **your family** in a Court of Law within the **territorial limits**
5. any liability for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
 - (b) any **act of terrorism**
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) stated above.

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

Section 3 - Buildings

Important Information

The sum(s) insured shown in the **schedule** for this section are index linked to the House Rebuilding Cost Index prepared by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and will be adjusted each month in line with the changes in that index or suitable alternative index. At each renewal the premium will be calculated on the adjusted sum(s) insured. The sum(s) insured will continue to be index linked and will not be reduced following payment of a claim provided that **you** implement immediately any recommendations **we** may make to prevent further loss or damage and effect all repair or replacement work without delay.

Basis of claims settlement

We will

- at **our** option either
 - reinstate or replace the damaged **buildings** or any damaged part of the **buildings**
 - pay the cost of any necessary repair or replacement work.
- make a deduction for wear, tear or betterment if
 - the sum(s) insured on **buildings** at the time of the loss or damage is less than the cost of rebuilding
 - the **buildings** have not been maintained in good repair or decorative order
- deduct the amount of the **excess(es)** stated in the **schedule**.

No **excess** is applicable to Additional covers A to F.

Pairs and sets

We will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** plus index linked increases less the amount of the **excess(es)**. **We** will also pay costs incurred under
 - Additional cover A - Alternative accommodation and loss of rent
 - Additional cover C - Architects' and surveyors' fees and other costs
- damage caused by pets is £1,000
- Reinstatement of gardens under Cover 2 is
 - 5% of the sum insured on **buildings** up to £25,000 during any one **period of insurance**
 - £1,000 for any one tree, plant or shrub
- Trace and access under Cover 3 is £10,000 for any one claim occurring outside **your home**.

Section 4 - Home Emergency

Definitions

Wherever the following words or expressions appear in this Home Emergency section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

contractor	a qualified person approved and instructed by the Helpline to undertake emergency work
home emergency	a sudden and unforeseen situation which if not dealt with quickly would render the home unsafe or insecure, or damage or cause further damage to the home or cause risk to you or your family
primary heating system	the principal central heating and hot water systems at your home excluding any form of solar, warm air or unvented heating systems
work	all efforts made by the contractor to rectify, limit or prevent damage in respect of the home emergency covered under this policy
vermin	brown or black rats, house or field mice, wasps and hornets nests

What you are covered for:

The cost of **contractors'** call out and labour charges, parts and materials up to £500 including VAT, in providing assistance in the event of a **home emergency** where one or more of the following has occurred in **your home**

- the plumbing or drainage system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage
- the electricity supply system has failed or broken down completely
- the permanently installed cooking system has failed or broken down
- external locks, doors or windows have either failed or been damaged as to render the **home** insecure
- **you** have lost the only available key to the **home** and **you** are unable to replace it or gain normal access
- the **primary heating system** has failed or broken down completely
- **vermin** inside **your home**.

The maximum amount payable in any one **period of insurance** is £1,000.

Section 4 - Home Emergency

What you are not covered for:

- 1 **work** in excess of £500 including VAT
- 2 any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original
- 3 call-out charges if there is no-one at **your home** when the **contractor** arrives
- 4 costs arising from or in connection with
 - circumstances known to **you** prior to the inception date of **your** policy
 - any system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
 - replacement or adjustment to any decorative or cosmetic part of any equipment
 - lighting of boilers or the correct operation or routine adjustment of time or temperature controls
 - boilers over 15 years old or with an output of over 60kw per hour or 250,000 BTU's
 - garages, outbuildings, cess pits, septic tanks or fuel tanks, boundary walls, hedges, fences or gates
 - wilful act or omission or neglect by **you**
 - claims arising after the **home** has been left **unoccupied**
 - the interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply system or gas leaks
 - materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty
 - any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **buildings**, faulty workmanship or the use of defective materials, or river or coastal erosion.

How to make a claim

Before requesting assistance and making a claim, check that the circumstances are covered by this insurance. Telephone the Helpline on **0845 070 2310** and provide details of the problem. All requests for assistance must be made to the Helpline and not to the **contractors** direct otherwise the **work** will not be covered.

Our assistance operator will arrange for one of **our** approved **contractors** to come to **your** assistance as quickly as possible. Remote locations or unforeseen situations such as weather conditions, industrial disputes (official or otherwise), road closures or any other circumstances preventing access to **your home** may affect normal standards of service.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the National Gas 24 hour Emergency Service on **0800 111 999**.

The **contractor** will charge the cost of all **work** covered by this insurance direct to **us**.

Section 5 - Pleasure Craft

Definitions

Wherever the following words or expressions appear in this Pleasure Craft section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

craft

any sailing boat, catamaran, powered boat, dinghy, sailboard, surfboard, rowing boat or canoe as described in the **schedule** which

- is no more than 6 metres in length
- is not designed for and does not have a top speed of more than 17 knots
- does not have an engine size greater than 25hp
- is not more than 20 years old

and its associated gear or equipment such as would normally be sold with the craft if it changed hands

you or your

the person or persons named in the **schedule** as the Insured and any other competent person being in charge of the **craft** with the owner's permission

What you are covered for:

Accidental damage to or accidental loss of the **craft** stated in the **schedule** occurring within the **territorial limits** including the surrounding coastal waters for up to 12 miles.

What you are not covered for:

- 1 the amount of the **excess** stated in the **schedule**
- 2 loss or damage by theft
 - of any outboard motor not kept inside the **craft** or in a locked store or securely attached to the **craft** and fitted with an anti-theft device
 - of any outboard motor, gear or equipment kept inside the **craft** or in a locked store unless such theft involves force and violence to gain entry or exit
 - of any trailer that is not secured with an anti-theft device when it is left unattended
- 3 more than two thirds of the cost of replacement or repair of sails, masts, spars, standing or running rigging or anything attached to the **craft** whilst in use unless the loss or damage is caused by the **craft** being stranded, capsized, sunk, on fire, burnt, in collision or in contact with any external substance (ice included) other than water
- 4 loss or damage
 - caused by scratching, denting or bruising while the **craft** is in transit or in the course of loading or unloading for such transit
 - occurring whilst in transit by air
 - arising whilst any motor powered **craft** is taking part in any official race or speed test
 - occurring whilst any canoe is being used in any slalom event or in white water
 - caused by vermin or frost.

Section 5 - Pleasure Craft

What you are not covered for:

- 5 loss of or damage to
 - inboard engines, electrical machinery, batteries and their connections (other than the propeller and shaft) unless caused by fire or by the **craft** being stranded, sunk or in collision or by theft
 - outboard motors caused by dropping off or falling overboard unless the motor is fitted to the **craft** with a safety device
 - the **craft** caused by deliberately running ashore
 - oars or paddles whilst in use
 - jet skis
 - any mooring or part thereof
 - protective covers or to sails that are split by the wind
 - any inflatable, canoe, sailboard or surfboard that is not removed from the water and stored ashore when not being used
- 6 the cost of replacement or repair of any defective part or parts condemned solely because of latent defect or error in design or construction.

Additional cover:

The following extension of cover is included in Section 5 - **Pleasure Craft**

A Personal liability

What you are covered for:

We will indemnify **you** or **your family** against all amounts which **you** or **your family** shall become legally liable to pay as damages in respect of

- accidental **bodily injury** to any person
- accidental loss of or accidental damage to material property

arising from the ownership, possession or use of the **craft** as described in the **schedule** and occurring within the **territorial limits** including the surrounding coastal waters for up to 12 miles.

The amount payable will not exceed £1,000,000 in respect of all claims arising from one cause plus any other legal costs and expenses incurred with **our** written consent.

In the event of **your** death or the death of any member of **your family** **we** will indemnify **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this Additional cover A provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy as far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this Additional cover A shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

We may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

Section 5 - Pleasure Craft

What you are not covered for:

- 1 any liability for
 - **bodily injury to you or your family**
 - loss of or damage to property owned by or in the custody or control of **you or your family**
- 2 liability arising from
 - any incident occurring outside the **period of insurance**
 - the towing or carrying of the **craft** by, on or in any motor vehicle
 - the use of any motor powered **craft** whilst taking part in any official race or speed test
 - any agreement unless liability would have existed without the agreement
- 3 liability incurred by any person who operates or is employed by the operator of a shipyard, repair yard, slipway, lock, yacht club, sales agency or similar organisation
- 4 liability incurred by or to any person
 - employed by **you or your family**
 - on board the **craft** in consideration of hire, payment or reward
 - engaged in jet-ski-ing, water-skiing, bare foot skiing, ski-kiting, aquaplaning, parachute skiing, parascending, paragliding or other similar activity whilst being towed, preparing to be towed or after being towed until they are safely on board the **craft**
 - engaged in scuba diving from the **craft**
- 5 damages for **bodily injury** or loss of or damage to property unless the action is brought against **you or your family** in a Court of Law within the **territorial limits**
- 6 any liability for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
 - (b) any **act of terrorism**
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) stated above

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

Special Conditions applicable to this Section

At all times during the **period of insurance**

- the **craft** must be seaworthy or otherwise fit for the purpose and use intended
- due diligence must be exercised in the maintenance and use of the **craft**
- the **craft** must be used solely for private pleasure purposes and not let out for hire or reward
- the **craft** must not be left, moored or anchored unattended off any exposed beach or shore
- all bottled gas equipment must comply fully with the appropriate British Standard codes.

Section 5 - Pleasure Craft

Basis of claims settlement

Following loss or damage by any cause insured by this section **we** will at our option either

- pay the cost of repairing
- pay the cost of replacing as new
- replace as new
- make a cash payment

less the amount of the **excess** stated in the **schedule**.

The maximum amount payable

The maximum amount **we** will pay

- in the event of a partial loss is the reasonable cost of repair or reinstatement but not exceeding the sum insured stated in the **schedule**
- in the event of a total loss is the sum insured stated in the **schedule** less a deduction for wear, tear and depreciation less the amount of the **excess** stated in the **schedule**.

Reinstatement of loss

The sum insured stated in the **schedule** against each item will not be reduced following payment of a claim other than when a claim is declared to be a total loss of that item.

Section 6 - yellowtag™

As a responsible insurer **we** protect **your** personal effects against loss.

yellowtag™ is a unique and innovative loss prevention service that, without revealing **your** personal details, lets the finder contact **you** anywhere in the world immediately when **your** lost property is found.

Each yellowtag™ has its own unique, anonymous email address that is allocated to **you** when **you** activate your tag. If **you** lose something the finder simply emails the address shown on the tag. The message is passed on within 15 minutes* to **your** usual email and also sent as a text message to **your** mobile phone. If **you** choose, the message will also be sent to a second email address or a designated second mobile number.

If **you** do not have **your** mobile with **you** and **you** are not able to access **your** email, a copy of the message is kept on yellowtag's™ secure website that only **you** can access.

Your yellowtag™ pack is enclosed with this policy. Cover **your** keys, passports, luggage, pet and personal electronics like PDA's, mobile phones, cameras and personal hi-fi equipment - the choice is **yours!**

How to activate your free yellowtags™

- Visit www.yellowtag.com
- Click "Registration" and follow instructions
- **You** will receive a login password by email
- Login to "My Portfolio"
- Click "activate a new tag"
- **You** will be asked for the email address and keycode printed on **your** enclosed yellowtags™
- **Your** newly activated yellowtags™ will show in **your** portfolio
- **Remember to activate each yellowtag™ individually**

Should **you** need any assistance, please email support@yellowtag.com

*Average process time for 98% of all messages.



Section 7 - Family Legal Protection

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who are authorised and regulated by the Financial Services Authority and are a member of the Association of British Insurers.

Definitions

Wherever the following words or expressions appear in this Family Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply:

we, us, our	DAS Legal Expenses Insurance Company Limited
insured person	you , and any member of your family who always lives with you . Anyone claiming under this section must have your agreement to claim
representative	the lawyer, accountant or other suitably qualified person who has been appointed by us to act for an insured person in accordance with the terms of this section
full enquiry	An extensive examination by HM Revenue & Customs which considers all aspects of the insured person's self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the insured person's self-assessment tax return
date of occurrence	The date on which the claim is first made in writing by or against the insured person during the period of insurance in respect of an Insured Incident occurring during or prior to the period of insurance but of which the insured person was not aware at the commencement of the first period of continuing insurance
costs and expenses	<p>a. Legal costs All reasonable and necessary costs chargeable by the representative on a standard basis.</p> <p>b. Accountant's costs All reasonable and necessary costs chargeable by the representative.</p> <p>c. Opponents' costs We will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p>
territorial limit	<p>a. For Insured Incidents 2, Contract Disputes and 3, Bodily Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).</p> <p>b. For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>

What you are covered for:

We agree to provide cover for the **insured person** against the Insured Incidents in this section, as long as:

- the premium has been paid; and
- the **date of occurrence** of the Insured Incident is during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all Insured Incidents, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

We will only pay the **legal costs** and **accountant's costs** charged by a **representative** appointed by **us**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Section 7 - Family Legal Protection

Insured Incidents

1 Employment Disputes

We will negotiate for the **insured person's** legal rights in a dispute arising from their contract of employment for their work as an employee.

2 Contract Disputes

We will negotiate for:

1. an **insured person's** legal rights in a contractual dispute arising from an agreement or alleged agreement which an **insured person** has entered into for:
 - a) the buying or hiring in of any goods or services; or
 - b) the selling of any goods;
2. **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement which **you** have entered into for the buying or selling of **your** principal home;
provided that, in both 1. and 2.
 - i. *the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and*
 - ii. *the amount in dispute is more than £100.*

3 Bodily Injury

We will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or **bodily injury** to, the **insured person**.

4 Property Protection

We will:

- a) negotiate for the **insured person's** legal rights in a civil action; and/or
 - b) arrange mediation;
- for a dispute relating to material property (including **your** principal **home**) which is owned by the **insured person**, or for which the **insured person** is responsible, following:
1. an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
 2. a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their **home**, or some right over, or in connection with it); or
 3. a trespass.

5 Tax Protection

We will negotiate for an **insured person**, and represent them in any appeal proceedings, in the event of a **full enquiry** into their personal tax affairs.

6 Legal Defence

1. We will defend an **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to:
 - a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - b) civil action being taken against the **insured person** under:
 - i. legislation for unlawful discrimination; or
 - ii. section 13 of the Data Protection Act 1998.
2. We will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

Section 7 - Family Legal Protection

What you are not covered for:

What is not covered under Insured Incident 1, Employment Disputes:

Costs and expenses for:

1. disciplinary hearings or internal grievance procedures;
2. any claim relating solely to personal injury.

What is not covered under Insured Incident 2, Contract Disputes:

A claim relating to:

1. a contract regarding an **insured person's** trade, profession, employment or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
3. a contract involving a motor vehicle;
4. the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
5. a dispute arising from any loan, mortgage, pension, investment or borrowing.

What is not covered under Insured Incident 3, Bodily Injury:

A claim relating to:

1. any illness or **bodily injury** which happens gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** legal rights, but defending a counter-claim is covered.

What is not covered under Insured Incident 4, Property Protection:

1. A claim relating to:
 - a) a contract entered into by an **insured person**;
 - b) any building or land other than **your** principal **home**;
 - c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority unless the claim is for accidental physical damage;
 - d) work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e) a motor vehicle owned or used by, or hired or leased to an **insured person**;
 - f) mining subsidence.
2. Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

What is not covered under Insured Incident 5, Tax Protection:

1. The tax affairs of a company, or any claim if the **insured person** is self-employed, a sole-trader, or in business partnership.
2. An investigation by the Special Compliance Office.

What is not covered under Insured Incident 6, Legal Defence:

1. Parking or obstruction offences.
2. The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

What is not covered under this section:

1. A claim reported to **us** more than 180 days after the **insured person** should have known about the Insured Incident.
2. An incident or matter arising before the start of this section .
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. An Insured Incident intentionally brought about by an **insured person**.
6. A legal action an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
8. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
9. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
10. A dispute with **us** not otherwise dealt with under Condition 7 of this section.
11. An application for Judicial Review.

Section 7 - Family Legal Protection

Conditions applicable to this Section

1. An **insured person** must:
 - a) keep to the terms and conditions of this section;
 - b) try to prevent anything happening that may cause a claim;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) send everything **we** ask for, in writing;
 - e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2. a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
b) An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - i. **we** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.

We may choose not to accept an **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.

 - c) In all circumstances except those in 2.b) above, **we** are free to choose a **representative**.
 - d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - e) **We** will have direct contact with the **representative**.
 - f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - g) An **insured person** must give the **representative** any instructions that **we** require.
3. a) An **insured person** must tell **us** if anyone offers to settle a claim.
b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **cost and expenses**.
c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4. a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses we** have paid.
7. If **we** and an **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
8. **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Section 7 - Family Legal Protection

How to make a claim

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

To make a claim under this section, please write to **us** with full details as soon as possible. **We** can send **you** a claim form to help **you** do this if **you** telephone **0845 070 2311**.

Send your claim to:

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

Claims can also be e-mailed to NewClaims@das.co.uk

Claims are usually handled by a **representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help

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

Complaints

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, **we** have internal complaint-handling procedures. A copy of these is available on request. Please address all complaints to **our** Chief Executive Officer at Head Office, who will direct the complaint to the head of the relevant department(s).

Our Head and Registered Office is:

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

Registered in England and Wales, number 103274.

DAS has its website at www.das.co.uk

If **you** are still not happy, **you** can contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

They can also be contacted by telephone on **0845 080 1800**.

Their website is at www.financialombudsman.org.uk

Using this service does not affect **your** right to take legal action.

Section 8 - Road Rescue

Cover under this section is underwritten by Brit Insurance Limited and managed on their behalf by Capita Commercial Services Limited.

Definitions

Wherever the following words or expressions appear in this Road Rescue section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

breakdown	an electrical or mechanical failure or a road traffic accident or damage caused by vandalism or theft which immediately renders the insured vehicle immobilised
Company	Brit Insurance Limited of 55 Bishopsgate, London EC2N 3AS who is authorised and regulated by the Financial Services Authority
insured vehicle	- any motor vehicle when driven by you ; or - any motor vehicle when driven by a member of your family as long as you have paid the additional premium for that member of your family to be covered under Road Rescue
limit of cover	£25,000 being the maximum sum the Company will pay for all claims under this section in any one period of insurance
repairer	the repairer appointed by us to repair the insured vehicle
territorial limits	Great Britain, Northern Ireland, Isle of Man, Channel Islands, Republic of Ireland, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland
trailer	a caravan or trailer which is safely attached with a standard towing hitch to the insured vehicle at the time of the breakdown and which does not exceed 23 feet in length
vehicle recovery operator	the recovery operator appointed by us to assist you
we/us/our	Capita Commercial Services Limited, acting on behalf of the Company to manage Road Rescue

What you are covered for:

A. Breakdown

If the **insured vehicle** suffers a **breakdown** outside a one-mile radius of **your home** within the **territorial limits** and during the **period of insurance**, the **Company** will pay, up to the **limit of cover** the following:

1. if the **insured vehicle** can be satisfactorily repaired within one hour, the cost of calling out a **vehicle recovery operator** and up to one hour's labour charges for a **repairer** to provide assistance at the scene of the **breakdown**; and/or
2. if the **insured vehicle** cannot be satisfactorily repaired within one hour but can be repaired within 24 hours or such other period which in **our** opinion is reasonable, then in addition to the costs referred to under Cover A1 of this section if incurred, the cost of recovering the **insured vehicle** (and **trailer** if applicable) and up to six passengers including the driver to the nearest **repairer** able to repair the **insured vehicle**; or

Section 8 - Road Rescue

What you are covered for:

3. if the **insured vehicle** cannot be satisfactorily repaired within 24 hours or such other period which in **our** opinion is reasonable then, with **our** agreement:

either:

- a. the cost of alternative road or rail travel for up to six passengers including the driver from the scene of the **breakdown** to one destination within the **territorial limits**, and a return journey for one person to collect the **insured vehicle** after repair;

or

- b. the cost of one night's accommodation in the locality of the **breakdown** for up to six passengers including the driver up to a maximum total sum of £500 per **breakdown** (subject to the **limit of cover**);

or

- c. the cost of transporting the **insured vehicle** (and **trailer** where applicable) and up to six passengers including the driver to a destination within the **territorial limits**;

or

- d. the cost of a hire car for a maximum of two 24-hour periods. The first period is to take up to six passengers including the driver to one destination within the **territorial limits** and the second period is for one person to collect the repaired **insured vehicle** if travel to the repaired **insured vehicle** cannot reasonably be achieved by other means,

whichever option in **our** opinion is appropriate.

B. Illness or injury

If **you** or a member of **your family** started a journey as the only person legally and physically capable of driving the **insured vehicle** and **you** or that member of **your family** cannot complete the journey because of:

1. an illness;
2. an injury; or
3. shock or distress caused by an assault or mugging,

which has occurred during the **period of insurance** and within the **territorial limits**, the **Company** will pay, up to the **limit of cover**:

- the cost of alternative road or rail transport for **you** or the relevant member of **your family** to one destination within the **territorial limits**, and
- the cost of a return journey for one person to collect the **insured vehicle**.

C. Home Service Cover

If the **insured vehicle** suffers a **breakdown** within one mile of **your home** during the **period of insurance** the **Company** will pay, up to the **limit of cover**, either

1. up to one hour's labour charges for a **repairer** to provide roadside assistance if the **insured vehicle** can be satisfactorily repaired within one hour, and/or
2. the cost of recovery by a **vehicle recovery operator** to the nearest garage able to repair the **insured vehicle**.

D. European Motoring Assistance

Covers A and B of this section are available throughout the **territorial limits**. Cover C of this section is available only within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Section 8 - Road Rescue

What you are not covered for:

The **Company** will not pay for:

- any parts, components, or materials;
- food, drinks, telephone calls or other incidental expenses;
- fuel, oil, or insurance for a hire vehicle;
- any costs which are more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim;
- recovery of the **insured vehicle** (and **trailer** where applicable) and passengers if repairs can be carried out at or near the scene of the **breakdown** within a reasonable time;
- overnight accommodation or vehicle hire if repairs can be carried out at or near the scene of the **breakdown** within a reasonable time;
- recovery of the **insured vehicle** (and **trailer** where applicable) to more than one address in respect of any one **breakdown** or other insured event;
- repairs except as provided under Covers A1 and C1 of this section;
- any **breakdown** or insured event occurring outside the **period of insurance**;
- any charges arising from **your** or the relevant member of **your family's** failure to comply with a reasonable request from **us** or **our** agent concerning the assistance being provided to **you** or the relevant member of **your family**; or
- any charges **we** have not approved nor authorised both as to amount and purpose;
- any claim where **you** are or a member of **your family** is responsible for anything which in **our** opinion prejudices the **Company's** position;
- claims totalling more than £25,000 in any **period of insurance**;
- claims directly or indirectly caused by, contributed to by or arising from any **act of terrorism** or piracy;
- claims where the **insured vehicle**:
 - weighs more than 3.5 tonnes;
 - is more than 17 feet long;
 - is more than 6 feet 3 inches wide;
 - is used for hire or reward, as a taxi, self-drive hire or driving instruction vehicle; or
 - is more than 20 years old unless specially agreed;
- the charges of any company or any person other than the **vehicle recovery operator** and/or **repairer** authorised by **us**;
- the cost of vehicle hire or accommodation charges other than those authorised and approved by **us** both as to amount and purpose;
- any claim which is false or fraudulent;
- fines or penalties imposed by courts;
- costs charged by the Police to move the **insured vehicle**;
- ferry charges and tolls;
- claims where **we** have not been notified promptly of the **breakdown** or insured event prior to expenses being incurred and the **Company** has incurred extra expense as a result;
- consequential loss or damage of any kind;
- any charges where having contacted **us you** or the relevant member of **your family** arrange recovery or repair by other means;
- the recovery of a **trailer** which is more than 23 feet in length and/or is not safely attached by a standard towing hitch to the **insured vehicle** in the normal manner at the time of the **breakdown** or other insured event;
- the recovery of a **trailer** where the **insured vehicle** towing the **trailer** has not suffered a **breakdown**.

Section 8 - Road Rescue

What you are not covered for:

The **Company** will not pay any costs of a **breakdown** or other insured event:

- caused by failure to maintain the **insured vehicle** in a roadworthy condition including the maintenance of proper levels of oil, water and fuel;
- where service cannot be effected because the **insured vehicle** (or **trailer** where applicable) does not have a serviceable and legal spare tyre or wheel or where this has caused the **breakdown**;
- where the **insured vehicle** (or **trailer** where applicable) is not accessible or cannot be transported safely and legally and without hindrance using a standard transporter or trailer, including as a result of immersion in mud, sand, snow or water;
- where the **insured vehicle** (or **trailer** where applicable) does not comply with the relevant construction and use regulations or where the **insured vehicle** does not have a valid MoT certificate;
- occurring while the **insured vehicle** is being used for motor racing, rallies, speed or endurance tests or practices for those activities;
- occurring where the **insured vehicle** (or **trailer**) is carrying more people or goods than it is designed to carry or where the **insured vehicle** is towing a greater weight than it is designed to or legally permitted to carry; or
- arising directly out of the driving of the **insured vehicle** (and **trailer** where applicable) on unsuitable terrain.

The General Exceptions on page 15 also apply to Road Rescue and the reference to "**We**" on that page includes Brit Insurance Limited.

Special Conditions applying to Road Rescue (in addition to the General Conditions on pages 13 and 14)

1. **You** must:
 - properly license, insure, service and maintain the **insured vehicle** in a safe and roadworthy condition;
 - take all reasonable steps to have permanent repairs effected to the **insured vehicle** following a **breakdown**;
 - co-operate with **us** at all times and provide all information requested;
 - if **you** have a right of action against a third party, co-operate with **us** to recover any charges paid by the **Company**.
2. If **you** or a member of **your family** makes a claim under Cover B of this section **we** may ask for a medical report and/ or a Police report which must be provided at **your** own expense.
3. If **you** fail to comply with these special conditions, the **Company** may refuse to pay any charges for claims arising as a result of that failure.
4. **You** or the **Company** can cancel **your** Road Rescue cover by giving 14 days' notice in writing to the other. If the **Company** cancels, **you** may be entitled to a pro rata refund of the premium for the cancelled **period of insurance** so long as a claim has not been made.
5. **We** may send notices and letters on behalf of the **Company** to the address set out in the schedule. **Our** address is set out below and **we** may accept notices and letters on behalf of the **Company** at that address.

Section 8 - Road Rescue

How to make a claim

Telephone **us** free from the United Kingdom on **0800 454752** or from Europe on **+44 (0) 1206 771771**. **You** will be asked to provide various details, including:

- (i) **your** policy number;
- (ii) the **insured vehicle** registration number; and
- (iii) **your** location.

We will discuss with **you** the assistance **you** require, and arrange for a **vehicle recovery operator** or **repairer** to attend. **You** will only be covered for the costs **we** authorise.

Complaints

It is always **our** intention to provide **you** with a first class standard of service. If however **you** are not satisfied with any part of the service **you** have received, then please address **your** concerns to:

The Complaints Manager
Capita Commercial Services Limited
Gilberd Court
Newcomen Way
The Business Park
Colchester CO4 9WN
Telephone: **08705 234500**

If **we** cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: **0845 080 1800**

This procedure does not affect **your** legal rights.

We would remind you

If the **insured vehicle** does not carry a spare wheel or tyre the **Company** may refuse to pay any charges for claims arising as a result of this.

Any costs **you** are required to pay must be settled direct with the **vehicle recovery operator** or **repairer**. **We** suggest that **you** carry a valid Credit/Debit Card at ALL times.

The **Company** will not pay any costs of **breakdowns** caused by the **insured vehicle** running out of fuel or **breakdowns** or other insured events where the **insured vehicle** is not accessible or cannot be transported safely and legally including as a result of immersion in mud, sand, snow or water.

Section 9 - Pet Insurance

Cover under this section is arranged by Petwise Insurance Services Limited and underwritten by Fortis Insurance Limited. Petwise Insurance Services Limited is a trading name of BDML Connect Ltd. Both BDML Connect Ltd and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority.

Definitions

Wherever the following words or expressions appear in this Pet Insurance section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

accident	sudden and unexpected event which happens during the period of insurance which results in bodily injury or death to your pet
alternative medicine	herbal or homeopathic medicine
complementary medicine	physiotherapy, acupuncture, osteopathy, hydrotherapy and chiropractic treatment
illness	physical disease, sickness, infection or failure which is not caused by an injury
incident	a specifically identifiable accident, injury or disease or condition
injury	physical damage or trauma caused by an accident
pet	dog(s) or cat(s) owned by you
vet	qualified veterinary surgeon
territorial limits	United Kingdom, Northern Ireland, Isle of Man, Channel Islands and up to a maximum stay of 30 days during the period of insurance for member countries of the PETS Travel schemes (Non EU countries are excluded)
we/us/our	Fortis Insurance Limited

What you are covered for:

1. Veterinary Fees

We will pay **you** for all reasonable and customary charges made for treatment carried out by a **vet**. Cover is provided for an **accident, illness** or disease occurring to **your pet** subject to the indemnity limit of £2,500 and subject to written notice of such **accident, illness** or disease having been given to Petwise within 60 days of the occurrence.. The limit of cover and **excess** are on a per **incident** basis.

Cover is continuous for each separate **incident** up to the £2,500 limit of the policy , subject to cover still being in force and relevant premiums having been paid.

We also cover fees for **alternative medicine** and a limited number of **complementary medicine** sessions which the **vet** may recommend and as approved by **us**. (Subject to approval by **us we** will authorise a limited number of hydrotherapy sessions subject to these being administered by a member of the Canine Hydrotherapy Association).

2. Death from illness

We will indemnify **you** for up to the purchase price, or up to a maximum of £500 whichever is the lesser in the event **your pet** dies from **illness** or disease or in the event of humane destruction, if certified by a **vet** as necessary to alleviate incurable and inhumane suffering of the **pet**, due to **illness** or disease.

If no purchase receipt can be produced **we** will pay the replacement cost of a similar **pet** up to a maximum of £500.

3. Death from Accident

We will indemnify **you** for up to the purchase price, or up to a maximum of £500 whichever is the lesser in the event **your pet** dies from **accident** or in the event of humane destruction, if certified by a **vet** as necessary to alleviate incurable and inhumane suffering of the **pet**, due to **accident**.

If no purchase receipt can be produced **we** will pay the replacement cost of a similar **pet** up to a maximum of £500.

Section 9 - Pet Insurance

4. Advertising and Reward

If **your pet** is lost or stolen **we** will reimburse **you** for advertising in a local newspaper and for a suitable reward to be offered for recovery of the animal (previously agreed with **us**) up to a maximum of £500.

5. Theft and Straying

We will indemnify **you** for up to the purchase price or a maximum of £500 whichever is the lesser in respect of permanent loss due to **your pet** being lost or stolen and after no recovery has been made after 60 days despite reasonable endeavours including advertising and reward.

If no purchase receipt can be produced **we** will pay the replacement cost of a similar **pet** up to a maximum of £500.

What you are not covered for:

the first £50 of each and every claim for veterinary fees (the **excess**)

any treatment exceeding the £2500 limit per **incident** or where relevant premiums have not been paid or the policy has lapsed or been cancelled.

veterinary fees in connection with

- any commercial breeders or rescue centres
- any pre-existing conditions or **illness** unless previously agreed by **us**
- dogs that are 9 or more years old and cats that are 11 or more years old
- any **illness** or condition arising prior to or within the first 10 days of the inception date of the insurance
- organ transplantation
- preventative and elective treatments, routine examinations and treatment including but not limited to routine spaying or castration, whelping or kitting or to any treatment in connection with pregnancy or parturition
- behavioural problems and training unless caused as a direct result of an insured **incident** occurring during the **period of insurance**
- non essential hospitalisation and or house calls unless the **vet** directs that to move the animal would seriously endanger its health
- prescription foods, other than for a 4 week period for a specific **accident** or **illness** occurring during the **period of insurance**
- teeth except as directed by a **vet** to alleviate pain and suffering
- any form of special diet, housing or bedding needed for the treatment or general well-being of any animal
- any hereditary condition (passed on from a previous generation) or congenital condition (existing at birth), or hip dysplasia, hip-related conditions or cryptorchidism (retained testicle(s))
- any claim as a result of a notifiable disease e.g. rabies
- any charges in respect of euthanasia except in the case of humane destruction to alleviate incurable and inhumane suffering
- any charges in respect of disposal, cremation or burial of **your pet**
- post mortem charges
- spaying for mammary tumours and false pregnancy
- routine removal of dew claws
- charges made by the **vet** for the completion of the claim form or any other charges made for any information required to access the claim.

Section 9 - Pet Insurance

What you are not covered for:

any claims arising outside the **territorial limits**

any claims to a **pet** not owned by **you**

any claim resultant of intentional slaughter, irrespective of any order by Government, Local Authority or any person having jurisdiction in the matter, except in the case of humane destruction to alleviate incurable and inhumane suffering

any **pet** which should be registered under the Dangerous Dogs Act 1991

malicious or wilful **injury** or gross negligence to the insured **pet** caused by **you** or **your family**, **your** agents or employees

any claims where medication has not been recommended by a **vet**

the recurrence or continuation of **illness**, disease or any condition from which the **pet** previously suffered arising prior to or within 10 days of inception of this insurance

the use of any **pet** for guard security (other than domestic security) or racing

any liability where **you** are entitled to indemnity under any other insurance

any loss arising directly or indirectly out of infringement of UK animal health and importation legislation

any **pet** sold nor where any financial interest whatsoever is parted with by **you**, whether temporarily or permanently

any claims when, at the time of the claim, **you** own more than 3 dogs/cats unless **you** have made prior arrangements by nominating 3 specific **pets** by name and breed that are to be covered by this policy or paid the appropriate additional premium for all **your pets** to be insured.

The exclusions on page 14 also apply to Pet Insurance and the reference to “**We**” on that page includes Fortis Insurance Limited.

Special Conditions applicable to this Section

- 1 The **pet(s)** insured must be warranted by **you** to be free from any **injury**, **illness** or physical disability whatsoever at the inception date of this insurance (except as declared by **you** and accepted by **us**). It is further warranted that the **pet** insured has received at the appropriate time initial and booster vaccinations against distemper, hepatitis, leptospirosis and parvovirus in the case of dogs, against feline infectious enteritis and feline influenza in the case of cats, or as advised by **your vet**.
- 2 **You** will agree that **your** current or previous **vet** may release information or records regarding any **pet** insured to **us**.
- 3 It is warranted that **you** are the owner of the insured **pet**.
- 4 If **you** make any claim knowing this to be false or fraudulent or if **you** fail to observe and fulfil the terms and conditions of this insurance, then all cover under this section will become void.
- 5 Following a claim, **we** shall be entitled to take over and exercise any rights in **your** name against any other party for its own benefit and at its own expense to recover any payment it has made under this insurance.
- 6 Cover under this section will terminate immediately in the event of this policy being cancelled or lapsed. **We** will continue to settle any outstanding claims at the time of cancellation or lapse of the policy in accordance with the terms and conditions.
- 7 In the event of any disagreement between **your vet** and **our vet**, an independent **vet** mutually agreed upon by both sides will be appointed and act as arbiter and whose decision will be binding on both sides.
- 8 **Your pet(s)** must not previously have displayed aggressive or vicious tendencies.

Section 9 - Pet Insurance

Basis of claims settlement

We will indemnify **you** in respect of a specifically identifiable **injury**, disease or condition. In the case of chronic conditions, all claims relating to that condition falling within the terms and conditions of this policy shall be classed as the same **incident**.

How to make a claim

Veterinary Fees

Upon commencement of treatment, **you** should telephone **us** and report the possible claim. **We** will then send **you** a claim form for completion by **your vet** with supporting receipts, once this treatment has been completed. Settlement can be made directly to the **vet** after deduction of the **excess**, such payment discharging **us** from all further liability connected with such claim. **We** have the right to request further information either directly from the **vet** or from **you** to confirm the validity of the claim at **your** expense.

Death from Accident, and Illness

You must obtain a veterinary certificate at **your** own expense stating the date and cause of death. In the event that the **pet** is humanely destroyed (euthanised) **you** must obtain a veterinary certificate stating that this was necessary for humane reasons to terminate incurable suffering.

Advertising and Reward

In the event of the insured **pet** being lost, **you** should telephone **us** immediately and secure **our** prior approval to any expenditure.

Theft and Straying

The loss of dogs should be reported to the Police within 24 hours of disappearance. For dogs and cats **you** should telephone **us** and report the possible loss within 24 hours of disappearance. A claim form should then be completed if there is no recovery of **your pet** after 60 days.

In the event of any possible claim under this section, you must notify us as soon as possible and in writing not later than 60 days after any possible incident likely to result in a claim.

Telephone Claim Helpline: **0870 850 2306**.

Complaints

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise, however, that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. When this happens **we** want to hear about it so that **we** can try to put things right.

When **you** contact **us**

Please give **us your** name and a contact number. Please quote **your** policy and/or claim number and the type of policy **you** hold. Please explain clearly and concisely the reason for **your** complaint.

Step One – Initiating your complaint:

For claims related complaints please contact:

The Claims Manager
Petwise
The 5th Floor
The Connect Centre
Kingston Crescent
Portsmouth
Hants
PO2 8QL
Tel: **0870 850 2306**

For all other complaints please contact:

The Customer Services Manager
Sterling Insurance Company Limited
50 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4JX
Tel: **0845 271 1300**
email: info@sterlinginsurancegroup.com

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

Section 9 - Pet Insurance

Step Two – Contacting Fortis Head Office

If **your** complaint is one of the few that cannot be resolved by this stage write to the Customer Service Adviser who will arrange for an investigation on behalf of the Chief Executive.

Customer Service Adviser
Fortis Insurance Limited
Fortis House
Tollgate
Eastleigh
Hants
SO53 3YA

Step Three – Beyond Fortis

If **we** have given **our** final response and **you** are still dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: **0845 080 1800**, or Fax: **020 7964 1001**.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

Referral to the Financial Ombudsman Service does not affect **your** right to take legal action against Fortis Insurance.

Endorsements applicable to Sections 1 - 3

The following endorsements apply only if they are shown in the schedule under the heading 'Endorsements applicable'

EXE01

Bank

We will not pay for loss or damage to any item listed in the **schedule** against this **endorsement** unless the property is kept in a bank or safe depository at the postal address shown in **our** records.

EXE02

Bank - including limited removal

Any item listed in the **schedule** against this **endorsement** is insured whilst kept in a bank or safe depository or whilst temporarily withdrawn therefrom for a maximum period of 7 consecutive days and for no more than 3 occasions per year. During the period of removal, the maximum amount we will pay for loss of or damage to all items of **jewellery and watches** is £25,000 unless such items are kept in a locked safe when not being worn.

EXE03

Unoccupancy

We will not pay for loss or damage caused by theft or attempted theft, malicious acts or vandalism, escape of water or leakage of oil whilst **your home** is left **unoccupied** unless, from the commencement of the period of unoccupancy

- the security protections fitted at **your home** have been agreed and accepted by the **Company**
- **your home** is visited and inspected internally at least once a week by a responsible adult
- all water supplies to **your home** are turned off at the main stopcock or other control valve and the water and heating installations are drained during the months of December, January, February and March other than when the central heating system is kept in operation to maintain a constant temperature of at least 10 degrees centigrade and the door or hatch to the roof space is left open to allow warm air to circulate.

EXE04

Building works

You have notified us that building works are being undertaken at **your home** and in consequence thereof General Exception 7 is deemed to be inoperative.

During the contract period and any extension thereto, we will not pay for

- any loss of or damage to the works in progress
- loss of or damage to any unfixed materials on site
- any loss, damage or liability to the existing structure of the **building** that is caused by the activity of the contractors
- any loss or damage caused by the use or process of heat
- any loss or damage caused by theft or attempted theft from **your home** unless force and violence is used to gain entry or exit
- any claim for **accidental damage** either caused by or resulting from such building works.

EXE05

Theft restriction

We will not pay for any loss or damage caused by theft or attempted theft from **your home** unless force and violence is used to gain entry or exit.

EXE06

Intruder alarm

Under Sections 1 and 2 we will not pay for loss or damage caused by theft or attempted theft from the **home** unless the intruder alarm

- is in full and effective operation whenever the **home** is left unattended
- is maintained under a maintenance contract.

Endorsements applicable to Sections 1 - 3

EXE07

Clasps, stones and stringing

We will not pay for loss of stones, pearls or any individual article of **jewellery and watches** whilst being worn, unless at the time of the claim **you** can provide a certificate from a National Association of Goldsmiths registered jeweller dated no more than 2 years old stating that

- the clasp and settings have been thoroughly checked
- the stringing has been examined, and
- any defects found were repaired.

EXE08

Safe

The maximum amount **we** will pay for loss of or damage to **jewellery and watches** is £25,000 unless such items are kept in a locked safe when not being worn.

EXE09

Security

Under Sections 1 and 2 **we** will not pay for loss or damage caused by theft or attempted theft from the **home** unless all locks, bolts and other physical security devices are in full and effective operation and keys are removed from locks whenever the **home** is left unattended, or when **you** or **your family** retire for the night apart from windows which may be left open in occupied bedrooms.

EXE10

Wine

We will not pay for loss of or damage to wine that is insured by this policy resulting from

- mysterious disappearance
- conversion, misappropriation or failure to keep proper records by any supplier of wine storage facilities
- bankruptcy, liquidation insolvency or the like of any person or company
- evaporation or gradual leakage
- climatic conditions, cork fly or inherent vice.

EXE11

Subsidence, heave or landslip exclusion

We will not pay for loss or damage under Sections 1 or 3 of this policy resulting from subsidence or heave (of the site on which **your home** stands) or landslip.