

# P A L L A D I U M

We are pleased to welcome you as a Palladium policyholder.

Your policy is an important document and should be read carefully in conjunction with the accompanying schedule in order to ensure that it meets your requirements.

In the event that you wish to make a claim please contact your insurance intermediary or alternatively make use of our claims advice and assistance telephone helplines.

Thank you for selecting the Palladium policy.



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# Claims Reporting and Assistance Helplines

Whenever possible, please ensure that you have your policy number available when you telephone.

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- **Home, Golfers and Identity Fraud Claims**

- Monday to Friday between 9.00am and 5.00pm **01527 559012**

- Outside business hours **0330 303 1843**

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- **Family Legal Solutions Claims**

Monday to Friday between 9.00am and 5.00pm **0117 917 1698**

Out of hours **0330 303 1843**

ARAG will take your details over the telephone and send you a claim form to complete

Alternatively, you can download a claim form at: [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or write to  
The Claims Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN

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- **Home Emergency Solutions Claims**

24 hours a day, 7 days a week **0330 303 1842**

It is important that you telephone the assistance operation centre as soon as possible.

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- **Helpline Services**

During the period of insurance, ARAG plc will provide you with the following helpline services 24 hours a day, 7 days a week. Helplines operate only in the United Kingdom unless stated otherwise. To help check and improve call service standards, calls may be recorded except for those to the Counselling Service.

## **Confidential Personal Legal and Tax Advice**

24 hours a day, 7 days a week **0333 000 2081**

### **Personal Legal Advice**

Telephone legal advice for any personal legal problem under the laws of the member countries of the European Union, the Isle of Man and the Channel Islands.

### **Tax Advice**

Telephone advice on United Kingdom personal tax matters.

## **Confidential Counselling Service**

24 hours a day, 7 days a week **0333 000 2082**

A confidential telephone counselling service, including where appropriate, onward referral to relevant voluntary or professional service. *You are not covered for the cost of professional fees should you decide to arrange a personal consultation.*

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- **ARAG Consumer Legal Services website [www.araglegal.co.uk](http://www.araglegal.co.uk)**

The website provides access to an online law guide and legal documents that might assist you in personal legal matters including Identity Theft. You will need to register on the site on your first visit by entering Voucher Code AFE48BBE98B5. Take a video tour of the site from the Home Page to explore the services available.

## Contract of Insurance

**We**, on behalf of the **subscribing insurers**, will insure **you**, subject to the terms of this policy, against **loss, damage** or legal liability occurring during any **period of insurance** for which **we** have accepted **your** premium.

This policy together with the **schedule** sets out clearly what is and what is not covered. **You** will find that certain repeated words and phrases have special meanings. These have been defined in **bold** and can be found on pages 3-5. Please read **your** policy, the **schedule** and any **endorsements** that apply very carefully. If they are incorrect in any way, please tell **us** immediately so that **we** can make the necessary changes.

If **you** find **your** policy does not meet **your** requirements and **you** return it to **us** within 14 days of receiving it, **we** will refund **your** premium in full provided **you** have not made a claim.

This policy is a legal contract which relies on the information **you** supplied when **you** applied for this insurance. **We** use that information when **we** decide what cover to provide and how much **you** will pay. It is therefore essential that all the information given to **us** is complete and accurate and that **you** have not withheld or misrepresented any information which will affect **your** insurance. It is also important that, throughout the life of this policy, **you** tell **us** immediately if there are any relevant changes in **your** circumstances or to any information already given. If **you** are not sure whether something is important or relevant, please tell **us** anyway as failure to do so may affect a claim, the cover provided, invalidate **your** insurance or result in it not operating fully. Please refer to page 29 of the policy for more information in respect of **your** Duty of care and Notifying **us** of a change.

# Definitions

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

- **Buildings**

**Your home** including interior decorations, fixtures and fittings including fitted furniture and fitted appliances; swimming pools; permanently installed hot tubs; ornamental fountains and ponds; hard tennis courts, terraces, patios, driveways and footpaths; greenhouses; walls, gates, fences and hedges; wind turbines used for domestic purposes; solar panels and associated power-generating equipment; underground service pipes, cables, sewers and drains; underground and fixed domestic fuel tanks; externally fixed radio and television aerials, satellite dishes, their fittings and masts all belonging to **you** or for which **you** are legally responsible.

- **Business**

Any non-manual **business**, or professional activity conducted by **you** at or from the office in **your home**.

- **Business contents**

Office furniture and equipment, stationery, software, books, documents all belonging to the **business** or for which the **business** is legally responsible and is not otherwise insured.

- **Computer virus(es)**

Any set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate itself through any computer system or any type of network.

- **Contents**

Household goods; carpeting, furnishings and equipment; food and drink including the contents of refrigerators and freezers; **personal effects; valuables; fine art and antiques; business contents**; domestic heating oil; garden equipment; **outdoor items**; golf trolleys, golf buggies, motorised and non-motorised invalid transport; quad bikes used only for gardening, horse and pet maintenance or incidental farming activities; pedestrian controlled power driven toys and models; electrically powered sit-in toy and model vehicles all belonging to **you** or for which **you** are legally responsible.

*Contents does not include*

- i) *property more specifically insured by this or any other insurance*
- ii) **money and credit cards**
- iii) *motor vehicles and accessories and watercraft except as allowed for above*
- iv) *aircraft including drones, pedestrian controlled power driven toy and model aircraft*
- v) *caravans and trailers*
- vi) *pets, bloodstock and livestock*
- vii) *any part of the **buildings** including **tenants improvements**, fitted furniture, fitted appliances, fixtures and fittings*
- viii) *computer operating systems and software tailored to **your** or the **business'** own specification.*

- **Credit card(s)**

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

- **Damage/loss**

Accidental physical **loss, damage** or destruction.

- **Endorsement**

A variation in the terms, conditions or details of this policy.

- **Excess**

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

- **Fine art and antiques**

Items of artistic merit and or historical value including antique and designer-made furniture; paintings, drawings, etchings, prints and photographs; tapestries, carpets and rugs; sculptures, porcelain, glass and objects d'art; clocks, barometers and mechanical art; books and manuscripts; stamp and coin collections; articles made of precious metals or precious stones including gold, silver and plated items; collections, collectibles and sets of similar items

*but not property more specifically insured by this or any other insurance.*

- **Heave**

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

- **Home**

The house(s) or self contained flat(s) including the outbuildings and any **tenants improvements**, all at the address(es) shown in the **schedule**.

- **Landslip**

The downward movement of sloping ground.

- **Money**

Cash and cheques including travellers cheques; travel and other tickets with a fixed monetary value; postal and money orders, bank drafts; current postage stamps, savings stamps and certificates, premium bonds; other negotiable documents.

- **Outdoor items**

Items designed to be left outdoors including garden furniture, children's play equipment; statues and ornaments

*but not property more specifically insured by this or any other insurance.*

- **Period of insurance**

The period shown in the **schedule** and any further period for which **you** have paid or agreed to pay and **we** have accepted or have agreed to accept the premium.

- **Personal effects**

Clothing, baggage and items worn, used or carried by **you** including spectacles, contact and corneal lenses, hearing aids; photographic equipment; mobile communication and computer equipment; hand propelled watercraft; sports equipment including guns, pedal cycles, saddles and tack and any specialist sports clothing or other similar items

*but not property more specifically insured by this or any other insurance.*

- **Schedule**

The **schedule** is the part of the policy which shows current details of the **policyholder**, the **period of insurance**, the property insured, the covers in force, the **sums insured**, any **endorsements** which apply and any **excess(es)** **you** will be required to pay. A new **schedule** will be issued each time the policy is altered.

- **Settlement**

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

- **Standard construction**

**Buildings** constructed of brick, slate, stone or concrete and roofed with slate, tile, asphalt, metal or concrete.

- **Subscribing insurers/they/them/their**

The **subscribing insurers** are for

- 1 **Buildings, Contents, Valuables, Money, Credit Cards, Golfers and Identity Fraud Expenses Expenses Cover**

All **subscribing insurers** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The **subscribing insurers** are certain underwriters at Lloyd's and certain insurance companies, the name of the **subscribing insurer** will be identified on **your** policy **schedule**. The **subscribing insurers'** obligations are several and not joint and are solely limited to the extent of their individual subscriptions. The **subscribing insurers** are not responsible for the subscription of any other **subscribing insurer** who for any reason, does not satisfy all or part of its obligations.

- 2 **Family Legal Solutions and Home Emergency Solutions Cover**

Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof), managed by Brit Syndicates Limited and administered by ARAG plc under a binding authority agreement with them. Brit Syndicates Limited (No. 00824611) is registered in England & Wales at 55 Bishopsgate, London EC2N 3AS. Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register number 204930. BSL's liability is several and they are liable for their proportion of liability in respect of these covers only and have no liability for any other insurer's proportion or in respect of any other cover part of this policy.

- **Subsidence**

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

- **Sum(s) insured**

The amount(s) shown in the **schedule** together with any applicable adjustment(s) for index-linking.

- **Tenants improvements**

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

- **Terrorism**

Any act(s) of any person(s) and/or organisation(s) involving

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

- **United Kingdom**

Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

- **Unoccupied**

At the time of the **loss** or **damage** the **home** is furnished but has not been lived in for more than 60 consecutive days or the **home** has not been furnished with sufficient facilities and effects for you to cook, wash, sleep and live, everyday in a normal manner for more than 30 consecutive days.

- **Valuables**

Jewellery, watches and furs belonging to **you** or for which **you** are legally responsible.

- **We/us/our**

Palladium Underwriting Limited, Palladium House, 10F Buntsford Park Road, Aston Fields, Bromsgrove, Worcestershire, B60 3DX who have effected and signed this policy on behalf of the **subscribing insurers** in accordance with the authorisation granted under contracts issued by such **subscribing insurers** to **us**.

- **You/your/policyholder**

The person(s) named in the **schedule** as the **policyholder**, all permanent members of **your** household and, where applicable, **your** legal personal representatives.

- **Your Broker**

The person or people who arranged this insurance for **you**.



# Buildings Cover

Your **schedule** will show whether **Buildings** Cover is operative.

## How we will settle claims

When **you** report a claim to **us**, **we** will act as agent of the **subscribing insurers** and not as **your** agent.

The standard policy **excess** under this section is £250 other than for **subsidence, landslip** or **heave** where a £1,000 **excess** applies, unless otherwise stated in the **schedule**.

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

If a claim is more than £10,000 **we** will not deduct any **excess** unless **we** have applied a compulsory **excess**, this will be shown in **your schedule**.

**We** will not reduce the **sum insured** after the payment of a claim provided that **you** carry out any recommendations **we** make to reduce any further **damage, loss** or injury.

*We will not pay the cost of extending, refurbishing or improving the **buildings** or **tenants improvements**.*

- **Standard replacement**

**We** will pay up to the index-linked **sum insured** for restoring, repairing or rebuilding insured **damage** to **buildings** or **tenants improvements** provided that such work is carried out.

- **Extended replacement - not applicable to Grade 1 or Grade A listed buildings or to tenants improvements**

**We** will, where **you** have provided **us** with a full independent professional valuation which **we** have accepted and which is no more than five years old, pay up to 125% of the index-linked **sum insured** for restoring, repairing or rebuilding **damage** to the insured **buildings** provided that such work is carried out and only if **you**

- 1 have notified **us** of any additions, alterations and improvements to the **buildings**
- 2 have amended the **sum insured** to adequately reflect such work
- 3 pay any resultant additional premium **we** require.

## The Cover

**Loss or damage to buildings** directly caused by a single unexpected event during the **period of insurance**

*but not*

- 1 **damage** resulting from any building works (including restoration, repair, redecoration, maintenance or other similar work including heat processes) where
  - i) **you** have entered into a contract which in any way, removes or limits **your** legal rights against the contractor and or
  - ii) the estimated value of the works is £50,000 or more
- 2 **damage** whilst the **home** is **unoccupied** caused by
  - i) theft, attempted theft, vandalism and malicious acts unless from the outset, all security protections are in full and effective operation and the **home** is inspected regularly by an authorised person
  - ii) water freezing in or suddenly leaking from fixed domestic water or heating installations unless from the outset, the water supply is turned off at the mains and all systems drained or the **home** is constantly heated to a minimum temperature of 10° C
- 3 **damage** caused by
  - i) storm or flood to gates, fences, trellises and other similar fixtures other than electrically operated gates
  - ii) **subsidence, heave** or **landslip** of the site on which the **buildings** stand as a result of coastal or river erosion; demolition, construction, structural alteration or structural repair; new structures bedding down, newly made up ground settling; foundations which fail to meet the building regulations applicable at the time of construction
  - iii) **subsidence, heave** or **landslip** of the site on which the **buildings** stand
    - a) to swimming pools, permanently installed hot tubs, ornamental ponds, fountains, tennis courts, terraces, patios, driveways, footpaths, boundary and garden walls, hedges, gates, fences, septic tanks and fixed domestic heating fuel tanks unless the **home** is damaged at the same time and by the same cause

- b) *resulting from the movement of solid floor slabs unless the foundations beneath the external walls are damaged at the same time and by the same cause*
- iv) *inherent defect, defective design, defective workmanship, the use of defective materials, misuse, deliberate acts*
- v) *demolition, alteration, construction, cleaning, renovation, repair, restoration or similar process*
- vi) *atmospheric or climatic conditions, frost, exposure to light or extremes of temperature (unless caused by **damage** which is not excluded from this cover) any rot, rising damp, vermin, insects, fungus*
- vii) *normal **settlement**, shrinkage, warping, corrosion, wear and tear or other gradually operating causes including rust, oxidation, smoke, smudge and any deterioration of the **buildings***

4 *the cost of routine maintenance and redecoration.*

We will also provide cover for

- **Reward**

Payment of a **reward** of up to £10,000 to any individual or organisation *other than you and the police* for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **loss** which is the subject of an insured claim.

- **Index-linking**

Any increase in **sum(s) insured** resulting from the automatic monthly application of the Royal Institution of Chartered Surveyors House Rebuilding Cost Index. Renewal premiums will be calculated on the adjusted **sum(s) insured**.

- **Underground services**

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

- **Tracing leaks**

The cost of tracing the source of water, oil or gas leak from any fixed domestic water or heating installation and the resulting repairs to floors, walls and ceilings.

*but not more than £15,000 for a leak outside the **home** for which **you** are legally responsible*

- **Garden landscaping**

Up to 10% of the **buildings sum insured** for garden re-landscaping following **damage** caused by the emergency services, fire, lightning, explosion, theft, impact by vehicles and aircraft, civil disturbance, acts of vandalism or by malicious persons

*but not*

- i) *more than £2,500 for any one tree, plant or shrub*
- ii) ***damage** to paddocks and woods*
- iii) *costs relating to any undamaged part of the gardens.*

- **Essential alterations**

Up to £30,000 towards the cost of essential alterations to or adaptations of the **home** necessitated by an identifiable physical injury to the policyholder or any family member permanently resident at the **home** caused directly by a sudden and unforeseen accident during the **period of insurance**.

- **Preventative measures**

If the **buildings** are in a good state of repair, **we** will pay up to

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

caused by escape of water fire, flood or storm towards the cost of preventing or mitigating a future **loss** by the same cause.

*but not for the cost of routine maintenance and decoration.*

- **Environmental home upgrade**

Up to £5,000, subject to **our** prior consent and approval, toward the cost of installing a solar, wind or geothermal electrical power-generating system following a valid claim under this policy for **loss** or **damage** to the **buildings**, as part of the repairs to the electrical, heating or water system, provided that:

- the net final settlement of **your** claim will be greater than £20,000 before the application of this additional benefit, and
- **you** had not previously had a solar, wind or geothermal electrical power-generating system installed at **your home**.

**We** will not pay under this additional cover if **we** agree to pay for the additional cover under “Preventative measures” which results from the same incident.

- **Emergency access**

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

- **Additional fees and costs**

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

- Professional fees** for architects, surveyors, consulting engineers, legal and other fees to repair, rebuild or replace the **buildings**
- Clearance costs** for clearing the site and making the site and **home** safe
- Additional costs** incurred to comply with government or local authority requirements

*but not*

- i) *fees and costs relating to undamaged parts of the **buildings***
- ii) *fees incurred in the preparation of **your** claim*
- iii) *costs for any requirements notified to **you** before the **damage** occurred.*

- **Alternative accommodation and loss of rent**

**We** will pay the costs of comparable alternative accommodation for **you** and **your** pets, and if not insured by **your** landlord, loss of rent and ground rent payable to **you** where

- a) as a direct result of insured **damage**, the **home** cannot be lived in for up to 3 years from the date of the **loss**
- b) **you** are prohibited access to the **home** by a local or police authority for up to 30 days from the date of the evacuation as a direct result of **damage** to neighbouring property which would have been covered by this policy

*but not*

- ii) *any costs recoverable elsewhere*
- ii) *costs incurred before **you** obtained **our** consent other than where immediate action was required for safety reasons.*

- **Contents of let homes**

Up to £5,000 any one claim for **damage** to carpets, curtains and domestic appliances where **you** have let **your** home unfurnished

*but not if there is any more specific insurance in force.*

- **Temporary removal of fixtures**

Up to 10% of the **buildings sum insured** for insured **damage** to permanent fixtures removed from the **buildings** for restoration, repair or safekeeping

*but not **damage***

- i) *for which more specific insurance is in force*
- ii) *whilst in transit or in an unattended vehicle unless the vehicle is secured using all installed security devices when left unattended*

- **New fixtures and building materials**

Up to 25% of the **buildings sum insured** but no more than £50,000 for **damage** to new

- 1 fixtures and fittings including furniture and appliances inside the **buildings** purchased by **you** for installation or in the course of installation
- 2 unused building supplies and materials within the boundaries of **your home** purchased by **you** for use in refurbishment, redecoration, maintenance or alteration provided that **you** notify **us** within 21 days of delivery and pay any additional premium **we** require

*but not for **damage***

- i) *to fixtures and fittings left in the open*
- ii) *resulting from any structural alterations to the **home***
- iii) *where there is a contractual requirement for specific insurance to be effected, where the contractor is required to be a joint **policyholder** or where **you** have entered into a contract which, in any way, removes or limits **your** legal rights against the contractor unless advised to and agreed by **us** before any items are delivered or work is commenced.*

- **Fly tipping**

Up to £5,000 for the cost of

- 1 removing illegally dumped items from **your home** to a fully licensed civic amenity site
- 2 making good any **damage** caused by the fly tippers

*but not for **damage** to **your** gardens.*

- **Removing tree(s) from vehicular access**

Up to £2,500 for any one claim for the necessary costs of removing tree(s) that have fallen across the main vehicular access to **your home**.

- **Locks and keys**

The keys to the **home** which have been lost or stolen for the cost of replacing

- 1 the keys
- 2 and, where there is an identifiable security risk and **we** have given **our** written agreement, the locks of the **home's** external doors, safes, strong rooms and intruder alarms. No **excess** will be applied to a claim.

*but not pay the cost of replacing any car and vehicle keys.*

- **Fatal injury**

Where an injury to the **policyholder** or any permanently resident family member is caused by criminal assault, burglary, fire, lightning, explosion, impact by a vehicle or aircraft, storm or flood in **your home** which results in death within 12 months, **we** will pay £50,000 per person or £5,000 if the amount is limited by law. **We** will only pay once if **your** claim is for both **Buildings** and **Contents**.

- **Selling the home**

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

*but not*

- i) *the cost of alternative accommodation and loss of rent*
- ii) *if the **buildings** are more specifically insured by the buyer or on the buyer's behalf.*

- **Interested parties**

The bank, building society or other institution shown in the **schedule** as having an interest in the **buildings** will be treated as a joint **policyholder**. **We** agree to comply with the institution's usual conditions if these have been lodged with **us**.

- **Your liability to others**

We will pay up to £10,000,000 for **your** legal liability for damages which **you** have to pay as compensation for any accidents occurring during the **period of insurance** which result in bodily injury to or illness of any person or **damage** to property arising

- a) from **your** ownership of the **home**
- b) under Section 3 of the Defective Premises Act 1972 where **you** were the owner of any **home you** were occupying at the time of its sale or disposal

*but not **your** liability*

- i) *arising from*
  - a) **damage** to property belonging to **you**, in **your** care or in the care of an employee
  - b) bodily injury to or illness contracted by **you** or any person employed by **you**
  - c) the transmission of any communicable disease, virus or condition
  - d) any contract unless **you** would have been liable had the contract not existed
  - e) the use of mechanically or electrically propelled vehicles (other than domestic garden equipment)
  - f) any trade, **business** or professional activity other than ownership of the **home**
  - g) any dog proscribed by the Dangerous Dogs Act 1991 or any amending or subsequent legislation
  - h) accidents where **you** are entitled to indemnity under any other insurance
  - i) pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
- ii) *for fines, penalties or for damages intended only to punish **you** or to make an example of **you***
- iii) *for the cost of putting right any defect or alleged defect.*

In addition, **we** will pay any costs and expenses awarded against **you** or incurred with **our** written consent.

Defective Premises cover, as set out in (b) above, will continue for 7 years from the date this policy expires or is cancelled unless **you** are insured by a more recently effected or current insurance. In addition to the exclusions listed above, this cover also excludes liability arising from the Party Wall etc. Act 1996.

All claims caused by one accident will be treated as one claim. All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place.

No **excess** will be applied to a claim.

# Contents, Valuables, Money & Credit Cards Cover

Your schedule will show whether **Contents, Valuables, Money and Credit Cards Cover** is operative

## How we will settle claims

When you report a claim to us, we will act as agent of the **subscribing insurers** and not as your agent.

The standard policy **excess** under this section is £250 other than for **subsidence, landslip or heave** where a £1,000 **excess** applies unless otherwise stated in the **schedule**.

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

If a claim is more than £10,000 we will not deduct any **excess**, unless we have applied a compulsory **excess** this will be shown in your **schedule**.

## Contents

We will decide whether to pay for, repair or replace the lost or damaged article(s).

The most we will pay is the index-linked **sum insured**.

You must therefore ensure that the **sum insured** represents full replacement value at all times.

Unless otherwise shown in the **schedule**, the limits shown below are the most we will pay for the categories listed. These do not in any way increase the total **contents sum insured**

- Gold, silver and plated items £10,000
- **Business contents** £25,000
- Guns £10,000
- **Valuables** £10,000

We will not reduce **the sum(s) insured** after the payment of a claim provided you carry out any recommendations we make to reduce any further **loss, damage** or injury.

## Fine art and antiques

We will decide whether to pay for, restore, repair or replace any lost or damaged item, pair or set included in **the fine art and antiques sum insured** but not individually listed in the **schedule**. If the item is restored, we will pay the restoration cost plus any resulting depreciation in value but no more than the market value immediately prior to the **loss**. The most we will pay is a maximum limit per item of £25,000 and the **sum insured** in total.

## Valuables

We will decide whether to pay for, restore, repair or replace any lost or damaged item, pair or set included in the **valuables sum insured** but not individually listed in the **schedule**. If the item is restored, we will pay the restoration cost plus any resulting depreciation in value but no more than

- **for antique and investment jewellery and watches**  
the market value immediately prior to the **loss**
- **for all other jewellery, watches and furs**  
the current cost as new immediately prior to the **loss**

The most we will pay is a maximum per item of £10,000 and the **sum insured** in total.

## Specified fine art, antiques and valuables

Where an individually listed item, pair or set is lost or damaged, we will pay the agreed value stated in the **schedule**. If the item is restored, we will pay the restoration cost plus any resulting depreciation in value but not more than the **sum insured** for that item stated in the **schedule**

## Extended replacement

If, at the time of the **loss** or **damage**, the market value of your **contents, fine art antiques** and **valuables** has increased beyond the **sums insured** stated in the **schedule**, we will pay:

- Up to 150% of the **contents sum insured**
- Up to 200% of the **fine art and antiques sum insured** but no more than £100,000
- Up to 150% of the **sum insured for valuables**

provided a walk through validation exercise has been undertaken by a recognised valuer to assess the overall value of your **contents, fine art and antiques** or you can provide us with a valuation by a recognised valuer which is no more than three years old or, in respect of jewellery and watches, you can provide us with a valuation by a National Association of Goldsmiths registered jeweller which is no more than three years old

and

the **sums insured** have been maintained by you since the date of the validation or valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation.

## Full payment

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

## The Cover

**Loss** or **Damage** directly caused by a single unexpected event while at the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world during the **period of insurance** but not

- 1 **damage** resulting from any building works (including restoration, repair, redecoration, maintenance or other similar work including heat processes) where
  - i) you have entered into a contract which, in any way, removes or limits your legal rights against the contractor or
  - ii) the estimated value of the works is £50,000 or more
- 2 **damage** whilst the **home** is **unoccupied** caused by
  - i) theft, attempted theft, vandalism and malicious acts unless from the outset, all security protections are in full and effective operation and the **home** is inspected regularly by an authorised person
  - ii) water freezing in or suddenly leaking from any fixed domestic water or heating installation, domestic appliance, fish tank or water bed unless from the outset the water supply is turned off at the mains and all systems drained or the **home** is constantly heated to a minimum temperature of 10° C
- 3 **damage** whilst in transit or in an unattended vehicle unless the vehicle is secured using all installed security devices when left unattended
- 4 **damage** to any
  - i) motorised invalid transport, golf trolley, golf buggy, quad bike or electrically powered sit-in toy or model vehicle being used in circumstances where any road traffic legislation applies
  - ii) quad bike being used by any person under 17 years old or for racing, pace-making, trials and competitions
- 5 **loss** following **damage** to the **buildings** (whether or not the **buildings** are covered by this policy) resulting from
  - i) **subsidence, heave** or **landslip** of the site on which the **buildings** stand as a result of coastal or river erosion; demolition, construction, structural alteration or structural repair; new structures bedding down, newly made up ground settling; foundations which fail to meet the building regulations applicable at the time of construction
  - ii) **subsidence, heave** or **landslip** of the site on which the **buildings** stand to
    - a) swimming pools, ornamental ponds, permanently installed hot tubs, fountains, tennis courts, terraces, patios, driveways, footpaths, boundary and garden walls, hedges, gates, fences, septic tanks and fixed domestic heating fuel tanks unless the **home** is damaged at the same time and by the same cause
    - b) or resulting from the movement of solid floor slabs unless the foundations beneath the external walls are damaged at the same time and by the same cause
- 6 **damage** caused by
  - i) inherent defect, defective design, defective workmanship, the use of defective materials, misuse, deliberate acts
  - ii) alteration, cleaning, renovation, repair, restoration, re-framing or similar process
  - iii) atmospheric or climatic conditions, frost, exposure to light or extremes of temperature (unless caused by **damage** which is not excluded from this cover), any rot, rising damp, vermin, insects, fungus
  - iv) normal **settlement**, shrinkage, warping, corrosion, wear and tear, other gradually operating causes including rust, oxidation, smoke and smudge.

We will also provide cover for

- **Reward**

Payment of a reward of up to £10,000 to any individual or organisation *other than you and the police* for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **loss of contents** and/or **valuables** which is the subject of an insured claim.

- **Index-linking**

Any increase in the **contents sum insured** (*but not fine art and antiques or valuables*) resulting from the automatic monthly application of the Consumer Durables Household Goods section of the Retail Price Index or another appropriate index. Renewal premiums will be calculated on the adjusted **sum(s) insured**.

- **New acquisitions**

Up to 25% of the relevant **sum insured** for newly acquired **contents, fine art and antiques** and **valuables**.

**You** must notify **us** of **your** acquisition within 60 days and pay the full additional premium. New acquisitions should, in any event, always be advised to **us** as soon as possible.

- **Locks and keys**

The keys to the **home** which have been lost or stolen for the cost of replacing

- 1 the keys
- 2 and, where there is an identifiable security risk and **we** have given **our** written agreement, the locks of the **home's** external doors, safes, strong rooms and intruder alarms. No **excess** will be applied to a claim.

*but we will not pay the cost of replacing any car and vehicle keys*

- **Spoilage of food**

Food spoilage caused by accidental failure or the escape of refrigerant fumes from **your** refrigerator and freezer or the accidental failure of the electricity or gas supply. In addition, **we** will pay up to £250 towards the cost of hiring an alternative refrigerator or freezer provided that **you** do all that is possible to minimise the period of hire. No **excess** will be applied to a claim.

- **Money**

Up to £7,500 any one claim for **loss** of or **damage** to **your** personal **money** anywhere in the world. This limit is increased to £10,000 for **loss** of **your** personal **money** in a locked safe at **your home**. **We** will not pay for depreciation, confiscation or shortages due to errors or omissions.

- **Credit cards**

Up to £50,000 any one claim for **loss** of or unauthorised or fraudulent use of **your** personal **credit cards** anywhere in the world

*but not*

- i) *fraudulent use by any person related to you*
- ii) *where there has been a breach of the terms and conditions of the issuing authority.*

- **Alternative accommodation and loss of rent**

**We** will pay the costs of comparable alternative accommodation for **you** and **your** pets, and if not insured by **your** landlord, loss of rent and ground rent payable by **you** where

- a) as a direct result of insured **damage**, the **home** cannot be lived in for up to 3 years from the date of the **loss**
- b) **you** are prohibited access to the **home** by a local or police authority for up to 30 days from the date of the evacuation as a direct result of **damage** to neighbouring property which would have been covered by this policy

*but not*

- i) *any costs recoverable elsewhere*
- ii) *costs incurred before you obtained our consent other than where immediate action was required for safety reasons.*



- **Business contents**

**Loss or damage to your business contents** which is covered under this insurance; or accidental failure in the supply of gas, water, electricity or telephone service to **your home** for more than 72 consecutive hours during the **period of insurance**. Cover will start from the date on which **loss or damage** happens or the service interruption starts. It will continue until **you** are able to start work at **your home** again but no longer than 12 months. The amount **we** pay will be the extra necessary costs **you** have to pay to continue **your home office business**, less any savings which result from the reduced costs and expenses during the time **your work** is **interrupted**.

*but not*

*i) more than £25,000*

*ii) for any increased costs carrying on **your home office business** directly or indirectly caused by or resulting from terrorism*

- **Contents not usually kept in the home**

Up to 20% of **your contents sum insured** for any one claim for **damage** to those contents usually kept in other homes, places of work, caravans or beach huts.

- **Student contents**

**Loss or damage** to contents being used by any permanent member of **your** household while attending boarding school, college or university.

- **Temporary removal from bank or safe deposit**

Up to a maximum of £30,000 for **damage** to **fine art and antiques**, jewellery and watches temporarily removed from **your** bank or safe deposit for up to 15 days in any one **period of insurance**.

- **Residential care**

Up to £20,000 any one claim and £2,500 any one item for **loss or damage** to **contents** belonging to **your** parent(s) or grandparent(s) residing in residential care or nursing homes

*but not*

*i) **fine art and antiques and valuables***

*ii) any **contents** insured elsewhere.*

- **Contents in storage**

For **damage** to **contents** in a commercial storage facility in the **United Kingdom** caused by fire, lightning, explosion, smoke, storm, flood, theft, attempted theft, collision, impact, civil disturbance, **terrorism**, vandalism and malicious acts

*but not*

*i) **valuables**, stamp and coin collections and any articles made of precious metals and precious stones including gold, silver and plate*

*ii) any **contents** insured elsewhere.*

If the percentage of the **sum(s) insured** in storage exceeds 25%, **you** must provide **us** with all the details and pay the full additional premium **we** require.

- **Removal by professional contractors**

Accidental **damage** to **contents** in the course of removal by professional removal contractors between **your home** and any new permanent residence including temporary storage of up to 30 days

*but not*

*i) **valuables**, guns, **money** and **credit cards***

*ii) china, glass and other brittle items which have not been packed for removal by the same professional removal contractors.*

- **Personal effects of guests and non-resident domestic staff**

**Damage** in the **home** to the personal effects of guests and non-residential staff not otherwise insured.

- **Resident domestic staff**

Damage to contents belonging to resident domestic staff not otherwise insured.

- **Death of an artist**

Up to 200% of the **sum insured** and a maximum of £100,000 for **damage** to an individually listed item of **fine art and antiques** where the artist has died during the **period of insurance**

provided that

- i) the damage occurs within 12 months of the artist's death
- ii) **you** can provide written proof from a professional valuer of the item's market value at the time of the **damage**.

- **Defective title**

Up to 10% of the total **fine art and antiques sum insured** to a maximum of £100,000 if, during the **period of insurance**, it is proved that an item purchased by **you** and individually listed in the **schedule** is not rightfully **yours** and **you** are required by law to return it to its rightful owner

provided that **you**

- i) added the item to this policy when **you** purchased it
- ii) are able to provide **us** with a written valuation or invoice from the professional dealer or auction house issued at the time of purchase
- iii) advise **us** of the claim during the **period of insurance**.

- **Loss of metered water and leakage of oil**

For **loss** of metered water or oil from a domestic fixed water or heating installation

*but not whilst the home is unoccupied.*

- **Gifts**

For **damage** to gifts for one month before and one month after a wedding, birthday, religious or other celebration.

- **Marquees**

Up to £50,000 for **loss** or **damage** to marquees and associated equipment owned by **you** or which **you** have temporarily hired and are legally responsible for, provided it is not insured elsewhere.

- **Personal documents and title deeds**

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

*We will not pay for the cost of replacing or restoring any bespoke computer operating system or software or any illegal material.*

- **Digital music, video and photographs**

Up to £5,000 any one claim for the cost of replacing or restoring **your** personal digital music files, personal digital video files and personal digital photographs following insured **damage**.

*We will not pay for the cost of replacing or restoring any bespoke computer operating system or software or any illegal material.*

- **Memorial stones**

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

- **Fatal injury**

Where an injury to the **policy holder** or any permanently resident family member is caused by criminal assault, burglary, fire, lightning, explosion, impact by a vehicle or aircraft, storm or flood in **your home** which results in death within 12 months, **we** will pay £50,000 per person or £5,000 if the amount is limited by law. **We** will only pay once if your claim is for both **Buildings** and **Contents**.

- **Your public and personal liability and liability to your domestic employees**

We will, for your

## 1 Public and personal liability

pay up to £10,000,000 plus any costs and expenses awarded against **you** or incurred with **our** written consent for **your** legal liability for damages which **you** or, if requested by **you**, **your** domestic employees have to pay as compensation for any accident occurring during the **period of insurance** in the **United Kingdom** or during a temporary visit anywhere in the world (subject to the 90 day time limit for the United States of America and Canada imposed by exclusion i)e) below) which results in bodily injury to or illness of any person or **damage** to property.

Public and personal liability cover extends to include

- **Voluntary work**

**your** personal liability arising out of any negligence in the course of

- any unpaid occupation as a director or officer of a registered charity or other non-profit seeking organisation
- voluntary work for an organised registered charity, religious or community group.

- **Incidental farming activities**

**your** liability arising from or in connection with part-time farming activities, associated sporting facilities and, other than riding schools and establishments, the provision of stabling and livery at the **home** provided that, during the **period of insurance**, the hours worked by employees does not exceed 1,500 and the total gross annual revenue does not exceed £25,000.

## 2 Liability to your domestic employees

pay up to £10,000,000 plus any costs and expenses awarded against **you** or incurred with **our** written consent for damages which **you** have to pay as compensation for any accident occurring during the **period of insurance** which results in bodily injury to or illness of any domestic employee arising solely from private domestic duties in the **United Kingdom** and while temporarily elsewhere in the world (subject to the 90 day time limit for the United States of America and Canada imposed by exclusion i)e) below).

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

*No cover will be provided for **your** liability*

- arising from or in connection with*
  - your** ownership of the **home**, its land and any other **buildings** or land at the address in the **schedule**
  - your** ownership, occupation, possession or use of any land or **building** not situated at the address in the **schedule**
  - damage** to property belonging to **you**, in **your** care or in the care of an employee
  - any period or periods of stay by **you** or work by any domestic employee in the United States of America and/ or Canada which exceed a total of 90 days in any one **period of insurance**
  - the transmission of any communicable disease, virus or condition
  - any injury, illness, death, **loss**, expenses or other liability attributable to any communicable disease, virus or condition, or any mutant derivative or variation however caused
  - any contract unless **you** would have been liable had the contract not existed.
  - any goods sold, supplied, repaired, renovated, restored, tested or serviced by **you** or **your** domestic employees
  - remedial, professional or other advice or treatment given, administered or omitted by **you** or a director, partner or employee of any **business**
  - any mechanically or electrically propelled vehicles other than domestic garden equipment, motorised invalid transport, golf trolleys and golf buggies, pedestrian controlled toys and models, electrically powered sit-in toy and model vehicles
  - the use of any mechanically propelled vehicle being used in the United States of America or Canada and in circumstances where any road traffic legislation applies other than golf buggies and golf trolleys and then only while being used for golfing activities
  - any quad bike being used by any person under 17 years old or for racing, pace-making, trials or competitions
  - any watercraft other than hand propelled watercraft and aircraft including model aircraft and drones
  - any trade, **business** or professional activity other than directly arising from
    - the use of the **home** as an office for non-manual work in connection with the **business**
    - gardening, baby-sitting, leaflet and newspaper distribution and other similar activities

undertaken solely by **you** provided that the total gross revenue from these activities does not exceed £5,000 a year

3 voluntary work and incidental farming activities as provided for above

- o) **your** ownership, possession or use of any animal other than horses, domestic cats and dogs
  - p) any dog proscribed by the Dangerous Dogs Act 1991 or any amending or subsequent legislation
  - q) any deliberate, wilful or malicious act including the direct or indirect consequences of assault or alleged assault
  - r) accidents where **you** are entitled to indemnity under any other insurance
  - s) pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
- ii) for fines, penalties or for damages intended only to punish **you** or to make an example of **you**
  - iii) for the cost of putting right any defect or alleged defect.

### 3 Liability as a tenant

Up to the limit stated in the **schedule** in any one **period of insurance** for **your** legal liability for damages which **you** have to pay as compensation arising from the tenancy of **your home** following insured **damage** to the **buildings**

but not

- i) the cost of maintenance and normal redecoration
- ii) liability arising
  - a) whilst the **buildings** are **unoccupied**
  - b) from any contract unless **you** would have been liable if the contract had not existed.

In addition, **we** will pay any costs and expenses awarded against **you** or incurred with **our** written consent.

### 4 Unrecovered damages

Up to a limit of £2,000,000 in any one **period of insurance** if, within three months, **you** have not received the full amount of damages and taxed costs awarded to **you** by a court in the **United Kingdom** for bodily injury, illness or property **damage**

provided that

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

# Golfers Cover

## Definitions

### Involuntary redundancy

The period during which **you** are registered as unemployed with the Department of Employment and receiving National Insurance Employment Benefit.

## The Cover

### 1 Hole in one

We will, if **you** achieve a hole in one during an official competition, pay **you** £150 provided that when **you** make the claim **you** also submit the score card and certificate from **your** club or match secretary.

### 2 Dental treatment

We will, if **you** require dental treatment as a result of accidental injury whilst playing golf anywhere in the world, pay **you** up to £500 for the treatment received provided that, when **you** make the claim, **you** also submit the dentist's invoice for the treatment received.

### 3 Involuntary redundancy

We will, following **your involuntary redundancy** from full-time employment, pay **your United Kingdom** golf club membership fees quarterly in arrears for up to 12 months (or 6 months if **you** are in a government training scheme) and up to a maximum of £1,000 provided that, when **you** make the claim, **you** submit an official letter from the club(s) to substantiate the amount claimed

*but we will not pay claims*

- i) *where **you** were in full-time employment with the same employer for less than 12 months prior to **your involuntary redundancy***
- ii) *resulting from elective or voluntary redundancy*
- iii) *resulting from unemployment which*
  - a) *commenced before **you** effected this policy*
  - b) ***you** knew to be impending at the time **you** effected or renewed this policy*
  - c) *is seasonal or part of **your** normal work pattern*
  - d) *followed the end of a fixed term contract; the term of a specific project; a training contract or a period of apprenticeship.*

### 4 Hiring replacement golf clubs overseas

We will, if the golf clubs **you** own or have hired or borrowed are accidentally lost, stolen or damaged whilst **you** are playing golf outside the **United Kingdom**, pay **you** up to £25 per day and a maximum of £250 for the necessary hire of replacement clubs provided that, when **you** make the claim, **you** also submit the invoice for the cost of the hire

*but we will not pay claims where **you** failed to*

- i) *take precautions to safeguard any clubs left unattended*
- ii) *report the **loss** to the police as soon as possible and to obtain a report to support the claim.*

# Identity Fraud Cover

## Definitions

### Identity fraud

Any act of knowingly transferring or using, without lawful authority, any means of identification of an **insured person** with the intent to commit or to aid or abet any unlawful activity constituting a violation of law.

### Identity fraud expenses

Any

- i) costs for notarising fraud affidavits or similar documents required by police, financial institutions and similar credit providers and credit agencies
- ii) costs incurred in sending registered mail to businesses, police, financial institutions, credit agencies and similar credit providers
- iii) telephone charges incurred for calls to businesses, police, financial institutions, credit agencies and similar credit providers to report or discuss any occurrence of **identity fraud**
- iv) lost earnings *but no more than £250 per day* for a maximum period of four weeks to compensate for time taken off work to
  - a) meet with or talk to police, financial institutions, credit agencies and legal counsel
  - b) complete fraud affidavits
- v) loan rejection and re-application fees for applying for a loan or loans when an **insured person's** original application has been rejected
- vi) legal fees incurred with **our** agreement
  - a) the defence of lawsuits brought by businesses or their collection agencies
  - b) the removal of any criminal or civil judgments wrongly entered
  - c) challenging the accuracy or completeness of any information in a consumer credit report.

### Insured person

The **policyholder** and any family member permanently residing at the **home**.

## The Cover

We will, subject to an **excess** of £250 any one claim, reimburse up to £50,000 per occurrence for **identity fraud expenses** incurred by any **insured person** who has been the subject of an **identity fraud** which commenced during the **period of insurance**

*but we will not pay any claim*

- i) *which was not notified to the police and any other relevant authorities including the bank(s), **credit card** companies, all other account suppliers and us as soon as it was reasonably possible to do so*
- ii) *arising out of any*
  - a) **business, trade or profession of an insured person**
  - b) *dispute over the payment for goods not ordered by or provided to the insured person*
- iii) *for expenses incurred due to any fraudulent, dishonest or criminal act by*
  - a) **an insured person**
  - b) **any person acting with or related to an insured person**
  - c) **any authorised representative of an insured person**
  - d) *whether acting alone or in collusion with others*
- iv) *for any **identity fraud expenses** recoverable elsewhere.*

## Conditions

- 1 If **identity fraud** is discovered, the **insured person** must
  - a) as soon as it is reasonably possible to do so, notify
    - i) the police and all other relevant authorities including the bank(s), **credit card** companies, all other account suppliers and financial institutions
    - ii) **us** on **01527 559012** during business hours or **0330 303 1843** at other times
  - b) fill out and return claim forms including an authorisation for **us** to obtain records and other information such as credit reports, if applicable.
  - c) for a claim for lost earnings, provide proof
    - i) from the **insured person's** employer that unpaid days off were taken
    - ii) that it was necessary to take time away from work.
  - d) send **us** copies of any demand, notice, summons, complaint or any other legal papers received in connection with the **identity fraud**
  - e) take all prudent action to prevent further **damage** to the **insured person's** identity.
- 2 When **you** report a claim to **us**, **we** will act as agent of the **subscribing insurer** and not as **your** agent.

# Family Legal Solutions Cover

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

**Your schedule** will show whether Family Legal Solutions Cover is operative.

## How to make a claim

If **you** need to make a claim **you** must notify **us** as soon as possible.

- 1 Under no circumstances should **you** instruct **your** own solicitor or accountant as **we** will not pay any costs incurred without **our** agreement.
- 2 **You** can download a claim form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **you** can request one by telephoning **us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
- 3 **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.
- 4 Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to **you** either:
  - confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or
  - if the claim is not covered, explaining in full the reason why and advising whether **we** can assist in another way.
- 5 When an advisor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Definitions

The words and phrases shown in **bold** below have special meanings that are specific to Family Legal Solutions.

### Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on **your** behalf.

### Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee".

### Conditional fee agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

### Domestic employee

A person who works or has applied to work for the **insured** under a contract of service which requires the individual to perform duties in relation to the running or maintenance of **your** household or estate.

### Insured

**You**, **your** partner and relatives permanently living with **you** in **your** main home in the UK. (The **insurer** will cover **your** children temporarily away from home for the purposes of higher education).

### Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

### Legal costs & expenses

- 1 Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- 2 In civil claims, other side’s costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- 3 Reasonable accountancy fees reasonably incurred under Insured event 6 Tax by the **appointed advisor** and agreed by **us** in advance.
- 4 The **insured’s** basic wages or salary under Insured event 8 Loss of earnings while attending court or tribunal at the request of the appointed advisor or whilst on jury service.
- 5 The **insured’s** communication costs.

### Limit of indemnity

£100,000 which is the maximum **legal costs & expenses** payable by the **insurer** for all claims related by time or original cause.

### Reasonable prospects of success

- 1 Other than as set out in 2 and 3 below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- 2 In criminal prosecution claims where the **insured**
  - a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- 3 In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

### Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014 or a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

### Territorial limit

For **Insured Events** 2 Contract and 4 Personal injury the **United Kingdom** countries in the European Union, Norway and Switzerland. For all other **Insured Events**, the **United Kingdom**.

### We/us/our

ARAG plc who are authorised under a binding authority agreement on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd’s.

### You/Your

The person(s) named in the **schedule** to which this policy attaches.

## How the insurer will settle claims

Following an **Insured Event**, the **insurer** will pay **your legal costs & expenses** up to £100,000 including the cost of appeals for all claims related by time or originating cause, subject to all of the following requirements being met:

- 1 **You** have paid the insurance premium
- 2 The **insured** keeps to the terms of this section and co-operates fully with **us**
- 3 The **Insured Event** happens within the **territorial limit**
- 4 The claim
  - always has **reasonable prospects of success**
  - is reported to **us**
    - during the **period of insurance**
    - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
- 5 Unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - to be heard by **small claims court** and/or
  - before proceedings have been or need to be issued.



- 6 Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or relevant regulatory body agreed with **us**.  
A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

## The Cover

The **insurer** will provide cover for the following **Insured Events**

### 1 Employment

The **insurer** will provide cover for the following **Insured Events**

#### a) Pursuing employment claims

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related legal rights.

*but not any claim relating to:*

- i) *defending the **insured** other than defending an appeal*
- ii) *fees that are recoverable from an employer or ex-employer by order of the court or where the **insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service*
- iii) *a compromise or settlement agreement between the **insured** and their employer. We will be able to help the **insured** find a suitable solicitor who will assist the **insured** with this at their own expense unless such agreement arises from an ongoing claim under the policy.*

#### b) Disputes with your domestic employees

A dispute between the **insured** and a **domestic employee** relating to their contract of service with the **insured** or related legal rights.

In respect of 1a) and b) above a claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

- i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

The **insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where the **insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **insured** to HM Courts & Tribunals Service.

*but not any claim under 1a) and b) relating to:*

- i) *disputes arising solely from personal injury*
- ii) ***legal costs & expenses** for an employer's internal disciplinary or dismissal process or an employees' appeal or grievance process*
- iii) *an **insured's** employer's or ex-employer's pension scheme*

### 2 Contract

A dispute arising out of an agreement or alleged agreement which has entered into by the **insured** for

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling **your** home
- d) renting **your** home as a tenant
- e) the occupation of **your** home under a lease

*but not any claim relating to:*

- i) *disputes with tenants or where the **insured** is the landlord or lessor*
- ii) *loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments*
- iii) *the **insured's** business activities, trade venture for gain, profession or employment*
- iv) *a contract involving a motor vehicle*
- v) *a settlement due under an insurance policy*
- vi) *construction work, or designing, converting or extending any building where the contract value exceeds £10,000 including VAT.*

### 3 Property

A dispute relating to visible property which the **insured** owns following

- a) an event which causes **damage** to the **insured**'s visible property including **your home**
- b) a public or private nuisance or trespass provided that, where any boundary is in **dispute**, **you** have proof of where the boundary lies.

*but not any claim relating to:*

- i) a contract entered into by an **insured**
- ii) any building or land other than **your home**
- iii) a motor vehicle
- iv) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
- v) defending any dispute under **Insured Event 3a)** other than defending a counter claim or appeal
- vi) a dispute with any party other than the person(s) who caused the **damage**, nuisance or trespass.

### 4 Personal injury

A sudden event directly causing the **insured** physical bodily injury or death.

*but not any claim relating to:*

- i) a condition, illness or disease which develops gradually over time
- ii) mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- iii) defending any dispute other than an appeal.

### 5 Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

*but not any claim relating to:*

- i) a contract dispute.
- ii) defending any dispute other than an appeal.

### 6 Tax

A formal enquiry into the **insured**'s personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted.

*but not any claim relating to:*

- i) tax returns where HM Revenue & Customs impose a penalty or which contain careless and/or negligent misstatements
- ii) a business or venture for gain of the **insured**
- iii) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured**'s financial arrangements
- iv) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- v) an investigation by the Fraud Investigation Service of HM Revenue & Customs..

### 7 Legal defence

#### a) Work

An alleged act or omission of the **insured** that arises from their work as an employee and results in:

- i) the **insured** being interviewed by the police or others with the power to prosecute
- ii) a prosecution being brought against the **insured** in a Court of criminal jurisdiction
- iii) civil proceedings being brought against the **insured** under unfair discrimination laws.

#### b) Motor

A motoring prosecution brought against the **insured**.

c) **Other**

A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body

*but not any claim relating to:*

- i) *owning a vehicle or driving without motor insurance or driving without a valid driving licence*
- ii) *a parking offence.*

**8 Loss of earnings**

The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

*but not any claim relating to:*

- i) *loss of earnings in excess of £1,000*
- ii) *any sum which can be recovered from the court or tribunal*

**9 Identity theft**

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes provided the **insured** contacts **our** Identity theft advice and resolution service as soon as they suspect that their identity may have been stolen.

*but not any claim relating to:*

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

## Conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

**1 The insured's responsibilities**

an **Insured** must

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to **the insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

**2 Freedom to choose an appointed advisor**

- a) In certain circumstances as set out in 2b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**
- b) The **insured** may choose an **appointed advisor** if:
  - **we** agree to start proceedings or proceedings are issued against an **insured**, or
  - there is a conflict of interest,except where the **insured's** claim is to be dealt with by the small claims court where **we** shall choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel (**our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms).
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.

- e) In respect of a claim under **Insured Event** 1 Employment, 2 Contract, 4 Personal injury or 5 Clinical negligence the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

### 3 Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **insured** must have **your** agreement to claim under this policy.

### 4 Settlement

- a) The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim
- b) The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under **Insured Event** 1 Employment.
- c) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- d) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- e) The **insured** must settle communication costs arising from Insured event 9 Identity theft in the first instance and make a receipted claim to us for reimbursement.'

### 5 Barrister's Opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured** then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured** right under Condition 6 below.

### 6 Disputes

If any dispute between the **insured** and **us** arises from this section, the **insured** can make a complaint to **us** as described on page 34 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured** can ask them to arbitrate over the complaint.

### Exclusions

*The following exclusions are specific to Family Legal Solutions Cover*

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

- i) **legal costs & expenses** incurred without **our** consent
- ii) *any actual or alleged act or omission or dispute happening before, or existing at the start of this section and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section*
- iii) *an amount below £100.*
- iv) *an allegation or prosecution against the **insured** involving:*
- a) *assault, violence or dishonesty, malicious falsehood or defamation*
- b) *the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials*
- c) *illegal immigration*
- d) *offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)*
- v) *a dispute between **your** family members*
- vi) *the payment of fines, penalties or compensation awarded against the **insured***
- vii) *a judicial review*
- viii) *a dispute arising from or relating to clinical negligence except as provided for in **Insured Event** 5 Clinical negligence*
- ix) *a dispute with **us** not dealt with under Condition 7, or the **insurer** or company that sold this policy*
- x) *a group litigation order.*

# Home Emergency Solutions Cover

- 1 In the event of a home emergency please telephone **0330 303 1842** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode and the nature of the problem.
- 2 **We** will record **your** details and then decide on the best course of action to limit **your loss** and/or repair the fault. If the incident relates to an emergency covered under this section, **we** will instruct a member of **our** emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.
- 3 It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors as the **insurer** will not pay their costs and it could stop **your** claim being covered.
- 4 If **you** are claiming for alternative accommodation costs, **you** must obtain **our** authority to incur any costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- 5 If the problem is not covered by this insurance then **we** can still provide assistance but at **your** own cost. This may also be an event covered by another cover under this policy and **we** will seek to advise **you** accordingly.
- 6 Please note that **you** must report any major emergency which could result in injury or serious **damage** to the **home** to the Emergency Services or the company that supplies the service.
- 7 **Your** call to **us** may be recorded for training and security purposes and will be answered as soon as possible.

## Definitions

*The words and phrases shown in **bold** below have special meanings that are specific to Home Emergency Solutions*

### Central heating boiler

A boiler

- 1 located in **your home** (or connecting garage), and
- 2 which has been serviced no more than twelve months prior to the date of **your home emergency**.

### Contractor

The **contractor** or tradesperson chosen by **us** to respond to **your home emergency**.

### Emergency costs

- a) **Contractor's** reasonable and properly charged labour costs, parts and materials
- b) Where necessary, alternative accommodation costs incurred under Insured event 8.

### Home emergency

A sudden unexpected event which clearly requires immediate action in order to

- 1 prevent **damage** or avoid further **damage** to the **home** and/or
- 2 render the **home** safe or secure and/or
- 3 restore the main services to the **home** and/or
- 4 alleviate any health risk to **you**.

### Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

### Vermin

Brown or black rats, house and field mice and wasp and hornet nests.

## **We/us/our**

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

## **You/Your**

The person to whom this policy has been issued and anyone living in the **home**

## **How the insurer will settle claims**

Following an **Insured Event** which results in a **home emergency** the **insurer** will pay **emergency costs** as follows

- i) the **contractor's** call-out charge and
- ii) **contractor's** labour up to 2 hours and
- iii) parts and materials, up to £250 and
- iv) where necessary alternative accommodation up to £250

provided that

- a) the claim is reported to **us**
  - during the **period of insurance**
  - immediately after **you** first become aware of a **home emergency**
- b) **you** always agree to use the **contractor** chosen by **us**.

The maximum payable by the **insurer** is £1,000 for all claims related by time or original cause.

If **you** are claiming for alternative accommodation costs, **you** must obtain **our** authority to incur any costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.

## **The Cover**

The **Insurer** will provide cover for the following **Insured Events**.

### **1 Main heating system**

The total failure or complete breakdown, whether or not caused by accidental **damage**, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks in your **home**).

### **2 Plumbing and drainage**

The sudden damage to or blockage, breakage or flooding of the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home**, which results in a **home emergency**.

### **3 Home security**

**Damage** to (whether or not accidental) or the failure of external doors, windows or locks which compromises the security of the **home**.

### **4 Toilet unit**

Breakage or mechanical failure of a toilet bowl or cistern in the **home** results in the loss of function.

### **5 Domestic power supply**

The failure, whether or not caused accidentally, of the **home's** domestic electricity or gas supply.

### **6 Lost keys**

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

### **7 Vermin infestation**

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

## 8 Alternative accommodation costs

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

## Conditions

### 1 Your responsibilities

**You** must

- a) not do anything that hinders **us** or the **contractor**
- b) tell **us** immediately after first becoming aware of any **home emergency**
- c) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- d) cooperate fully with the **contractor** and **us**
- e) minimise any **emergency costs**
- f) be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

### 2 Settlement

**You** must not settle the **contractor's** invoice or agree to pay emergency costs that **you** wish to claim for under this cover without **our** agreement.

**We** will, unless the **contractor's** invoice states otherwise, when settling **contractor's** call out charge and labour costs determine that the call out charge covers the cost of the **contractor** attending **your home** and does not include any time spent diagnosing the fault which has caused the **Insured Event**. Any inspection time that is required to trace, access or identify the cause of the **Insured Event** will be settled on the basis that the time is charged as labour costs.

## Exclusions

*The following exclusions are specific to Home Emergency Solutions Cover*

*The insurer will not pay for any claim arising from or relating to:*

- i) emergency costs which have been incurred before we accept a claim*
- ii) emergency costs where there is no one at home when the contractor arrives*
- iii) any matter occurring prior to, or existing at the start of the cover which you believed or ought reasonably to have believed could give rise to a claim*
- iv) any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions*
- v) a main heating system (including a central heating boiler) which is more than 15 years old*
- vi) a) LPG fuelled, oil fired, warm air and solar heating systems; or  
b) boilers with an output over 60Kw/hr*
- vii) the cost of effecting permanent repairs including any redecoration or making good the fabric of the home  
a) once the emergency situation has been resolved  
b) arising from damage caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to the home*
- viii) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply*
- ix) the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank, pipe or tap)*
- x) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks*
- xi) the home being left unoccupied*
- xii) goods or materials covered by a manufacturer's, supplier's or installer's warranty or guarantee*
- xiii) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use*
- xiv) any claim covered under this section or that would have been covered by any other insurance if this section did not exist*
- xv) subsidence, heave or landslide*
- xvi) a property that is not your main residence or that you rent or let*
- xvii) blockage of supply or waste pipes to the home due to freezing weather conditions*

# General Conditions

The following conditions apply to this policy as a whole except where specifically varied in any part or section. In addition each part and section has its own specific conditions which should be read carefully.

## 1 Your duty of care

**You** must take all reasonable steps to

- a) prevent accidents, injury, illness, **loss** or **damage**
- b) safeguard **your** property ensuring that every item is afforded a level of care and protection commensurate with its value
- c) maintain **your** property in good condition and repair.

## 2 Notifying us of a change

**You** must notify **us** or **your broker** within 14 days of any changes to **your** circumstances or in the information given to **us** which may affect this policy whether at inception, during the life of the policy and/or at renewal. Here are some examples of changes **you** should tell **us** about:

- a change of address
- any intended building alterations, extensions or renovations other than internal alterations
- if **your home** is no longer **your** permanent residence
- any changes to the people insured or to be insured
- any change of use of **your home** for example being used for **business** or professional purposes other than occasional clerical work or being let
- if the **home** is furnished but **unoccupied** for more than 60 days or unfurnished for more than 30 days
- if **your home** is left regularly unattended other than when the occupants are at work
- any County Court Judgments, criminal convictions, charges or cautions (other than motoring offences), Individual Voluntary Arrangements (IVA), the bankruptcy, insolvency or disqualification from acting as a company director of **you** or any person insured by this policy
- the erection of scaffolding
- changes or interruptions to **your** fire or security protection arrangements
- changes which may result the **sums insured** being increased or decreased.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described in the cancellation conditions of this policy (see General Condition 9 – Cancellation on page 30).

Should any of the information provided by **you** be incomplete or inaccurate, **we** reserve the right to

- a) cancel **your** policy and refuse to pay any claim or
- b) not pay any claim in full or
- c) revise the premium and/or change an **excess** or
- d) revise the extent of cover or the terms, conditions or exclusions of this policy.

## 3 Adequacy of sums insured

In order to ensure payment of any claim, **you** must ensure that **sums insured** are maintained at full value at all times. The full value is

- |  |   |
|--|---|
| • <b>For buildings and tenants improvements</b>  | the full cost of rebuilding as new if the <b>buildings</b> were totally destroyed plus the cost of professional fees, clearance costs, statutory costs. |
| • <b>For contents</b>                            | the current cost as new.  |
| • <b>For fine art and antiques and valuables</b> | the current market value.   |
| • <b>For valuables</b>                           |   |
| - antique and investment jewellery, watches      | the current market value.   |
| - all other valuables                            | the current cost as new.  |



## 4 Claims

- a) **You** must
  - i) as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing
  - ii) Co-operate with **us** and promptly provide evidence of ownership and/or value, along with any information and assistance **we** may reasonably require
  - iii) as soon as is reasonably possible tell the police (and, where necessary, other relevant authorities) if **your** property is lost, stolen, vandalised or maliciously damaged and obtain an incident report number, a property irregularity or other appropriate report
  - iv) for liability claims **you** must immediately send **us** unanswered every statement of claim, legal process or other communication **you** receive about the claim
  - v) not negotiate, pay, settle, admit to or deny any claim without **our** written consent
  - vi) at **your** own expense, provide all details and evidence **we** may require.
- b) After a claim, **we** have the right to
  - i) take over and conduct in **your** name, the defence or settlement of any claim
  - ii) prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this policy
  - iii) inspect the damaged property should **we** wish to do so.

## 5 Misleading or fraudulent claims, statements and information

**We** have the right to refuse to pay or reduce the amount **we** pay for a claim, avoid this policy and retain any premium paid, if any

- a) claim or statement made by **you** or anyone acting on **your** behalf is in any way misrepresented, fraudulent, deliberately false, intentionally inflated or exaggerated
- b) documents given to **us** are false, forged or stolen
- c) information given to **us** is inaccurate or falsified
- d) material and risk information has been withheld or misrepresented.

## 6 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **us**, the **subscribing insurers** and suppliers, disclosed to regulatory bodies for monitoring and/or enforcing compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further details, see Data protection – information uses on page 35.)

## 7 Other insurances

If, at the time a claim is made under this policy, there is any other insurance which covers the same **loss, damage** or liability, **we** will only pay an amount in excess of that which would have been payable under such other policy except where stated otherwise in this policy.

## 8 Cooling off period

**We** hope **you** will be happy with **your** policy but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** received **your** policy to cancel. **We** will provide a full refund of the premium unless a claim has been made or an incident which may give rise to a claim has occurred in which case the full annual premium remains payable and no refund will be allowed.

## 9 Cancellation

- 1 **You** may cancel this policy by giving written notice to **your broker**.
- 2 **We** may cancel this insurance by giving 30 days written notice by recorded delivery letter to the correspondence address shown in the **schedule**.

**We** will only cancel this insurance or any part of it for a valid reason, such as:

- non-payment of premium within 30 days of the inception date;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;

- non-cooperation or failure to supply any information or documentation **we** request;
- **we** establish that **you** have provided **us** with incorrect information;
- failure to take reasonable care of the property insured;
- **you** breach any terms and conditions of this insurance.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **you** or **we** cancel this insurance **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force, *but not if a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.*

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

## 10 Monthly premium payments

**We** will stop collecting **your** monthly premium if this policy is cancelled in line with the Cancellation Condition 9 above. **You** must advise the bank accordingly. If **you** fail to pay an instalment on its due date or fail to maintain the Direct Debit Mandate and such default is not corrected in the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid in 7 days, **you** will be given written notice that this policy will be cancelled from the date the instalment was due.

## 11 Disagreements and disputes

### *Amount of claim*

Where **we** have accepted a claim but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions. When this happens, an award must be made before proceedings can be started against **us** (not applicable to Family Legal Solutions Cover).

### *Other disputes*

Any other dispute under or in any way relating to this policy will be submitted to the exclusive jurisdiction of the courts of England and Wales or Scotland.

### *Complaints*

See page 34 for the full complaints procedure.

## 12 Mortgagee's non-invalidation

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

## 13 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the **insured** in this policy has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 14 Jurisdiction

This policy is governed by the laws of the **United Kingdom** except where specifically varied elsewhere in this policy.

## 15 Applicable law

Whilst this policy will be interpreted under English law, there is a choice of applicable law. Unless **we** agree otherwise in writing, the applicable law will be that of the country in which **you** habitually reside provided this is in the **United Kingdom**. If not, English law will apply.

## 16 Acts of Parliament

All acts of parliament and regulations referred to in this policy include any subsequent, replacement or amending legislation as well as equivalent legislation enacted elsewhere in the **United Kingdom**.

# General Exclusions

The following exclusions apply to this policy as a whole except where specifically varied elsewhere in this policy.

We will not pay for

1 **War risks**

Any **loss, damage** or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.

2 **Biological and chemical contamination**

- a) Any **loss** or **damage** to any property, any resultant **losses** or expenses
- b) Any legal liability of any kind
- c) Death of or injury to any person

directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from

- i) **terrorism** and/or
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

3 **Radioactive contamination and nuclear assemblies**

- a) Any **loss** or **damage** to any property, any resultant **losses** or expenses
- b) Any legal liability of any kind

directly or indirectly caused by or contributed to by or arising from

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any of its nuclear components.

4 **Pressure waves**

Any **loss, damage**, expense or legal liability directly or indirectly caused by, contributed to by or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

5 **Electronic data and computer viruses**

- a) Any **loss** or **damage** to any property, any resultant **losses** or expenses
- b) Any legal liability of any kind

directly or indirectly caused by or contributed to by or arising from

- i) **computer viruses**, erasure or corruption of electronic data
- ii) the failure of any equipment to recognise a date or change of date.

6 **Government financial sanctions**

We will not provide any indemnity, payment or other benefit where doing so would breach any prohibition or restriction imposed by law or regulation.

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

7 **Other Exclusions**

- a) **Loss** or **damage** to any property caused by
  - i) **your** failure to use all reasonable means to safeguard **your** property at all times
  - ii) deception other than by any person using deception to gain entry to the **home**
  - iii) normal wear and tear, deterioration or any other gradually operating cause
  - iv) mechanical, electrical or computer breakdown, fault or failure
  - v) loss in value following repair, replacement or reinstatement other than for **fine art and antiques and valuables**
- b) Any deliberate act including theft or attempted theft and any malicious act by **you, your** family, tenants, paying guests, employees, business partners or directors
- c) Any **loss, damage**, charge or cost not directly caused by the event leading to a claim except where expressly included in this policy.
- d) Any **loss, damage** or legal liability occurring before the inception of this policy
- e) **Damage** for which compensation will be provided or which, but for the existence of this policy, would have been provided under any other insurance, warranty, contract, legislation or guarantee
- f) Any liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed.

# IMPORTANT INFORMATION – Please Read

**We** strongly recommend that **you** keep a record of all information given to **us**, including telephone calls, copies of all letters, emails, proposal form (or statement of insurance) and any claim forms **you** complete. Additional policy documents can be downloaded from **our** website [www.palladiumunderwriting.co.uk](http://www.palladiumunderwriting.co.uk). If **you** require **your** documentation in an alternative format such as large print, please contact **your broker**.

Be aware of the General Conditions detailed on page 29.

## SUPPLYING INFORMATION AND MAKING CHANGES

It is essential that **you** provide complete and accurate information and advise of any changes to the information **you** provided when applying for this insurance within 14 days of becoming aware of any changes in the information **you** have provided to **us**.

## CLAIMS SERVICE STANDARDS

**Our** aim is to provide the highest service standards at all times. **We** will ensure that all claims are handled as promptly and efficiently as possible and that **you** are kept informed at all times.

**We** will

- when notified of a claim, respond to **you** within 5 working days
- where appropriate, arrange for the damage to be inspected within 10 working days at a time convenient to both parties
- advise **you** of what should happen and when, including how **your** policy will operate and any action **you** may be required to take
- keep **you** informed of the progress of **your** claim
- respond to **your** letters, faxes and emails within 10 working days
- should additional information be required, explain what it is and why it is required
- in the event of settlement being by repair or replacement, **we** will do so within 10 working days of the claim being agreed
- when agreed, settle **your** claim within 10 working days and explain the basis on which it is being settled.

## COMPLAINTS

We aim to provide the highest service standards at all times however, if for any reason **you** are not satisfied, **we** would like to hear from **you**. The procedure which follows has been put in place to ensure that **your** concerns are dealt with promptly and fairly. Please remember to quote **your** name and policy number in all communications.

### Step 1

In the first instance, **we** would encourage **you** to notify **your broker** and ask for **your** complaint to be investigated. Alternatively, write to

The Managing Director Palladium Underwriting Limited,  
Palladium House,  
10F Buntsford Park Road,  
Aston Fields,  
Bromsgrove,  
Worcestershire  
B60 3DX.  
*or*  
Tel: 01527 559 012

Please remember to quote **your** name and the policy number as shown on **your** current **schedule** and, if **your** complaint is about a claim, the claim number in all correspondence and telephone calls.

If **we** cannot resolve **your** complaint immediately, **we** will acknowledge it within 5 working days. It will then be investigated. **Our** aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time **we** will inform **you** and give reasons for the further delay and indicate when **we** expect to give a final response.

### Step 2

If we are unable to resolve the complaint to **your** satisfaction then **you** may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:

**Telephone:** 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Address:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

### For complaints about Family Legal Solutions or Home Emergency Solutions:

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to **our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways:

**Telephone:** 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).

**Email:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

**Address:** ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

## DATA PROTECTION – INFORMATION USES

For the purposes of the Data Protection Act 1998, Palladium Underwriting is the Data Controller for any personal data **you** supply. **You** may, with limited exceptions, access and, if necessary have corrected the information held about **you**. Should **you** wish to have such access, please write to The Compliance Officer, Palladium Underwriting Limited, Palladium House, 10F Buntsford Park Road, Aston Fields, Bromsgrove, Worcestershire B60 3DX. **We** will, on request, supply details of the databases, registers and agencies which **we** contribute to or access.

**Your** information has been shared with **us** by **your broker** as it is necessary for the performance of this contract, or to take steps to enter into a contract. More information about data protection can be found on the Information Commissioner's Office website on [www.ico.org.uk](http://www.ico.org.uk). Full details of **our** privacy statement can be found on **our** website [www.palladiumunderwriting.co.uk](http://www.palladiumunderwriting.co.uk)

### Sensitive data

Palladium as well as **subscribing insurers** and suppliers may need to collect data which the Data Protection Act defines as "sensitive" such as criminal convictions or medical history in order to assess **your** renewal, make changes to **your** policy or to administer claims. **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement. **We** would recommend that **you** show this notice to any other party related to this insurance.

### Administration and regulatory compliance

The information **you** supply may be used for insurance administration, debt collection, offering renewal, research and statistical analysis by Palladium and its agents, by other **subscribing insurers** and suppliers and **your broker** disclosed to regulatory bodies for monitoring and/or enforcing Palladium and **the subscribing insurers'** compliance with any regulatory rules and codes of conduct shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when **you** apply for, renew this policy or make a claim. **Your** information may be disclosed and used for purposes after **your** policy has lapsed and will only be used if necessary.

### Fraud detection and prevention

Palladium, **subscribing insurers** and/or their agents and suppliers may, in order to detect and prevent fraud check **your** identity to prevent money laundering unless **you** have provided with satisfactory proof of identity undertake checks against publicly available information such as the electoral roll, County Court Judgments and bankruptcy orders validate **your** claims history or that of any insured person or property involved in the policy or a claim.

## FINANCIAL SERVICES COMPENSATION SCHEME

As all the insurers participating in this policy are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority, **you** are protected by the Financial Services Compensation Scheme (FSCS) which acts as a safety net in the unlikely event that they are unable to pay claims due to insolvency. For any form of compulsory insurance, **you** would be covered in full for any claim. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

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# Notes