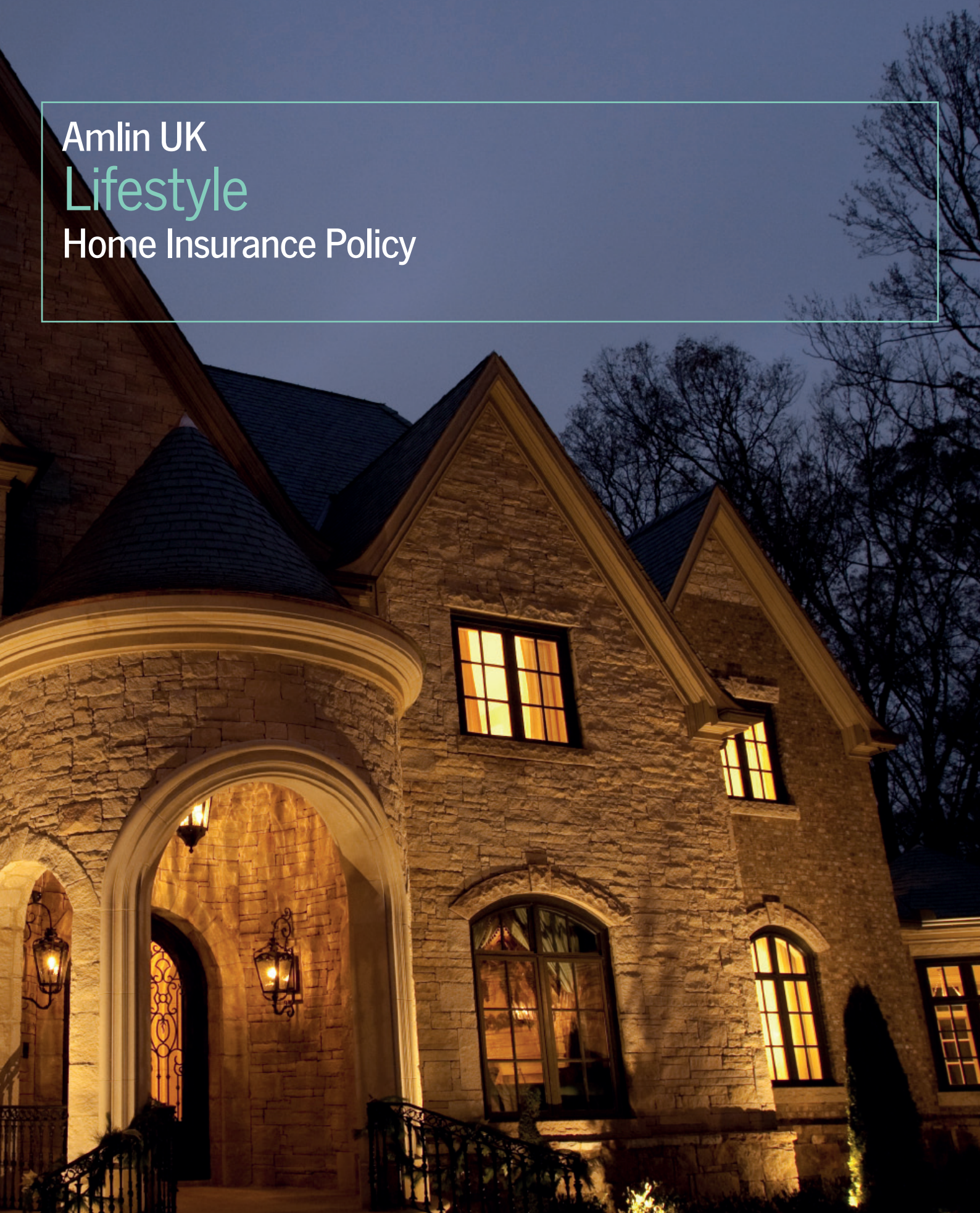


Amlin UK  
Lifestyle  
Home Insurance Policy





# Home Insurance

## Introduction

This policy of insurance, how to make a claim document, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form (or statement of fact) on the date shown in the **schedule**.

The insurance relates only to those sections of the policy which are shown in the **schedule** as being included.

The written authority (which number is shown in the **schedule**) issued by **us** allows **your broker or insurance adviser** to sign and issue this document on **our** behalf.

Please read the whole document carefully and keep it in a safe place. It is important that

- **you** are clear which sections **you** have asked for and want to be included;
- **you** understand what each section covers and does not cover; and
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker or insurance adviser** immediately if this document is not correct or if **you** would like to ask any questions.



## Introduction

*(continued)*

### Details of our regulator

Amlin UK Limited providing this insurance are wholly owned by and an Appointed Representative of Amlin Underwriting Ltd who are authorised and regulated by the Financial Services Authority (registration number 204918). **You** can visit the Financial Services Authority website, which includes a register of all regulated firms at [www.fsa.gov.uk/fsaregister](http://www.fsa.gov.uk/fsaregister), or **you** can phone them on **0845 606 1234**.

### Financial Services Compensation Scheme

Amlin UK Limited are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Amlin UK Limited cannot pay a claim to **you** under this contract. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the **Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU)** and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

### Complaints procedure

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try and put it right straightaway. If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below.

### Complaints Reporting Officer

Amlin UK Limited  
Amlin House  
Parkway  
Chelmsford CM2 0UR  
Tel 01245 396396

**Our** complaints handling process is as follows.

Within 5 working days of receipt of **your** complaint, **we** will issue **you** an acknowledgement letter.

**Our** regulator requires regulated firms to try and resolve complaints within 8 weeks. However, **we** will aim to resolve any complaints well before the 8 weeks deadline. If **we** cannot resolve **your** complaint within 8 weeks, **we** will keep **you** informed as to why it is taking so long to resolve **your** complaint and notify **you** of **your** right to take the matter up with Policyholder & Market Assistance at Lloyd's. Their address is

### Policyholder and Market Assistance

Lloyd's Market Services  
One Lime Street  
London, EC3M 7HA  
Phone 020 7327 5693  
Fax 020 7327 5225  
E-mail [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that they are unable to resolve **your** complaint, it may be possible to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate time.

### Cooling off period

**You** may cancel this insurance within 14 days of **you** buying this insurance or the day on which **you** receive the insurance documents whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.

## Definitions

Wherever the following words appear in this insurance they will have the meanings shown below.

### Antiques and works of art

individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, china, glass, porcelain which belong to **you** or for which **you** are legally responsible as long as it is not business property.

### Buildings

The **home**, its decorations and **tenants' improvements** including

- fixtures and fittings attached to the **home** (including radio and television aerials, satellite dishes, their fittings and masts);
- underground service pipes and cables, sewers, drains and septic tanks;
- permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, permanently installed hot tubs and wind turbines used for domestic purposes only

**you** own or for which **you** are legally responsible within the **premises** named in the **schedule**.

### Contents

Household goods and personal possessions, which belong to **you** or for which **you** are legally responsible, within the **home**.

Contents includes

- tenants' fixtures and fittings; and
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**.

#### Limits for certain contents

- **We** will pay up to £10,000 for garden furniture, permanently fixed statues and ornaments and other similar items, which are normally kept outdoors, and garden machinery, while in the open but within the **premises** (this does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**).
- **We** will pay up to £2,500 in total for **money**.
- **We** will pay up to £25,000 for **credit cards**, but **we** will only pay amounts **you** legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. However, **you** must keep to all the terms and conditions under which the **credit cards** were issued.
- **We** will pay up to £7,500 for deeds and registered bonds and other personal documents.
- **We** will pay up to £5,000 for stamps or coins forming part of a collection.

- **We** will pay up to £5,000 for **gold and silver**.
- **We** will pay up to £5,000 for **valuables**.
- **We** will pay up to £2,500 for domestic fuel in fixed tanks.
- **We** will pay up to £5,000 for pedal cycles.
- **We** will pay up to £7,500 for computer software (including the cost of restoring computer files) during the **period of insurance**.

**Contents does not include**

- motor vehicles (other than quad bikes, golf buggies or trailers up to £7,500 in total while in a locked building, electric wheelchairs or items designed for a child to use), caravans or their accessories;
- any animal, plant or tree;
- watercraft (other than dinghies, rowing boats or sailboards up to a value of £7,500 in total while they are in a locked building);
- any part of the **buildings**;
- any property held or used for business purposes other than office equipment; or
- any property insured under any other insurance.

**Computer viruses**

An instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.

**Credit cards**

Credit cards, charge cards, debit cards, cheque guarantee cards and cash-dispenser cards.

**Endorsement**

A change in the terms and conditions of this insurance.

**Garden**

The ground next to **your home** and within the **premises** named in the **schedule** which is used only

- for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business); and
- as a place to relax and enjoy.

The garden does not include

- woods.
- paddocks.

**Gold and silver**

This includes gold and silver plated items.

**Home**

The private dwelling built of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

<b>Money</b>	<p>All of the following held or used for private purposes.</p> <ul style="list-style-type: none"> <li>• Current legal tender, cheques, postal and money orders.</li> <li>• Postage stamps not forming part of a stamp collection.</li> <li>• Savings stamps and savings certificates, travellers' cheques.</li> <li>• Premium bonds, luncheon vouchers and gift tokens.</li> <li>• Travel tickets.</li> <li>• Phone cards.</li> </ul>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The schedule is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Tenants improvements</b>	Improvements, alterations and decorations, which have been made by <b>you</b> or a previous occupier which are not insured under any other insurance.
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Valuables</b>	<ul style="list-style-type: none"> <li>• Jewellery.</li> <li>• Furs.</li> </ul>
<b>We, us or our</b>	Lloyd's Syndicate 2001 managed by Amlin underwriting Ltd through its service company Amlin UK.
<b>You, your or insured</b>	The person or people named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>Your broker or insurance adviser</b>	The person or people who arranged this insurance for <b>you</b> .

## General conditions which apply to Sections One to Five

We will treat each **home** included under this insurance as if separately insured.

### A Cancellation clause

- 1 **You** may cancel this insurance at any time by writing to **your broker or insurance adviser**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.
- 2 **We** may also cancel this insurance by giving **you** 30 days' notice in writing. Any premium due to **you** will depend on how long this insurance has been in force.

### B Contracts (Rights of Third Parties) Act 1999

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. However, this does not affect any of their rights which exist apart from the Act.

### C Data Protection Act 1998

**We** will handle any information **you** have given, in line with the conditions of the Data Protection Act 1998. To provide insurance and handle claims, **we** may need to provide this information to other people.

### D Index-linking

Each month **we** will link the sums insured in Section One (**buildings**) and Section Two (**contents**) to the relevant indexes below.

Section One ( <b>buildings</b> )	The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.
Section Two ( <b>contents</b> )	The Consumer Durables Section of the General Index of Retail Prices or a similar index <b>we</b> have chosen.

**We** will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new sums insured.  
For **your** protection, if the index falls below zero, **we** will not reduce the sum insured.

### E Law which applies to this insurance

**You** and **we** can choose the law which applies to this insurance document. Unless **we** have agreed differently with **you**, this insurance will be governed by English Law.

### F Your duties

- 1 **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
- 2 **You** must tell **your broker or insurance adviser** immediately if **you**
  - stop using the **home** as **your permanent home**; or
  - regularly leave the **home** without anyone living in it.When **we** receive this notice, **we** can change the conditions of this insurance.



- 3     **You** must tell **your broker or insurance adviser** before **you** start any conversions, extensions or other structural work to the **buildings** and any works involving the use or application of heat. When **we** receive this notice, **we** can change the conditions of this insurance.
- 4     **You** must keep the sums insured at a level which represents the full value of the property.  
Full value should represent the following.
- For **buildings** - the full rebuilding cost including removal of debris and professional fees.
  - For **contents** - the current cost as new.
  - For **antiques and works of art, valuables, gold and silver** - the current market value.

If **you** fail to keep to any of these duties and this results in loss or damage, **we** may not pay **your** claim.

## How we will deal with your claim under Sections One to Five

For details about how to make a claim, please see the How to Make a Claim document enclosed with this policy of insurance.

### A **Defending claims**

**We** may

- take full responsibility for dealing with, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### B **Other insurance**

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered totally or partly under any other insurance except for any excess beyond the amount which would have been covered under the other insurance if this insurance did not exist.

This clause does not apply to fatal injury (Section Two – G).

### C **Fraudulent claims**

If **you**, or anyone acting for **you**, make a claim knowing it to be false or fraudulent in any way, this insurance will no longer apply and **we** will not pay any claims.

### D **Excess**

Unless otherwise stated on **your schedule**, the following excesses apply for each and every loss.

Section One	£50 excess applies, other than in respect of subsidence, landslip or heave, where £1,000 excess applies.
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Section Two	£50 excess applies.
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Section Three	No excess applies.
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Section Four	No excess applies.
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Section Five	£50 excess applies, other than for specified items where no excess applies.
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If a claim is more than £10,000, **we** will not take off any excess unless **you** have chosen a voluntary excess or **we** have applied a compulsory excess as shown in **your schedule**.

If **you** claim for the same incident under more than one section and an excess is shown under more than one section, **we** will only apply one excess.

## General exclusions which apply to Sections One to Five

### A Aircraft pressure waves

**We** will not pay for loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### B Biological, chemical, or nuclear contamination

**We** will not pay for

- 1 loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2 any legal liability of whatsoever nature; or
- 3 death 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.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving

- a the causing, occasioning or threatening of harm of whatever nature and by whatever means; or
- b 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.

### C Electronic data

**We** will not pay for

- 1 loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
- 2 any legal liability of whatsoever nature

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

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

### D Existing and deliberate damage

**We** will not pay for loss or damage

- 1 occurring before cover starts or arising from an event before cover starts;
- 2 caused deliberately by **you** or any person legally residing at the **premises** named in the **schedule**; or
- 3 for any indirect losses which result from the incident that caused **you** to claim.

### E Radioactive contamination and explosive nuclear assemblies

**We** will not pay for

- 1 loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
  - 2 any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **General exclusions which apply to Sections One to Five**

*(continued)*

**F War**

**We** will not pay for any loss or 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, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**G Indirect loss or damage**

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

## Section One - Buildings

### What is covered.

This insurance covers the **buildings** for loss or damage.

### What is not covered.

**We** will not pay

- a for loss or damage directly or indirectly caused by or arising from
  - 1 conversions, extensions or other structural work to the **buildings** or any works involving the use or application of heat;
  - 2 warping, shrinking or normal settlement or collapse;
  - 3 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 4 misuse or faulty design, specification, workmanship or materials;
  - 5 dryness, dampness, extremes of temperature or exposure to light;
  - 6 **your** domestic animals chewing, scratching, tearing or fouling; or
  - 7 pollution or contamination of any kind other than as a result of oil escaping from a fixed domestic heating installation at the **premises**.
- b for the cost of general maintenance, electrical or mechanical faults or breakdown.
- c for loss or damage caused by storm, flood or weight of snow to gates, fences and hedges.
- d for loss or damage caused by frost other than to fixed water tanks, apparatus or pipes.
- e for loss or damage while the **buildings** are not furnished enough to be normally lived in unless the loss or damage is caused by
  - 1 fire, lightning, explosion or earthquake;
  - 2 aircraft and other flying devices or items dropped from them;
  - 3 storm, flood or weight of snow;
  - 4 any vehicle or animal hitting the **building**; or
  - 5 subsidence or heave of the site upon which the **buildings** stand or landslip.



## Section One – Buildings *(continued)*

### What is covered.

This insurance covers the **buildings** for loss or damage.

### What is not covered.

#### We will not pay

- f for loss or damage caused by subsidence or heave of the site on which the **buildings** stand or landslip
  - 1 to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios and terraces, walls, gates, fences and hedges, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;
  - 2 to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;
  - 3 if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract or guarantee or by law;
  - 4 while the **buildings** are undergoing any demolition, alteration, extension or repairs;
  - 5 due to faulty design, specification, workmanship or materials; or
  - 6 as a result of the coast or riverbank wearing away.
- g for loss or damage caused by frost to permanently installed hot tubs.
- h for loss or damage where **you** sign an agreement with a contractor which needs specific or joint insurance without getting **our** agreement first.

## Section One - Buildings *(continued)*

### What is covered.

This section of the insurance also covers the following.

- A 1 Loss of rent due to **you** which **you** cannot recover; and
  - 2 the extra costs of using other accommodation, for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible, which **you** have to pay
- while the **buildings** cannot be lived in following loss or damage that is covered under Section One.
- 3 The extra costs of other accommodation for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible, due to a local authority preventing **you** from living in **your home** because of loss or damage to a neighbouring property.
- B Up to £25,000 during the **period of insurance**, for any costs which **you** have to pay for finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation.
- C Up to £10,000 during the **period of insurance**, for increased metered water charges **you** have to pay after water escapes, which gives rise to a claim **we** accept under Section One.
- D Costs **you** have to pay to restore **your garden** following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by malicious people or the emergency services.
- E Anyone buying **your home** who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner.

### What is not covered.

**We** will not pay

- a for loss of rent for more than 36 months.
- b for the extra costs of other accommodation for more than 36 months. If **you** claim for costs of other accommodation under Sections One and Two, **we** will not pay for costs of other accommodation for a period of more than 36 months in total.

If **you** claim for loss under Sections One and Two, **we** will not pay more than £10,000 in total during the **period of insurance**.

- a for more than £500 for any plant, tree or shrub.
- b for more than £5,000 or up to 5% of the **buildings** sum insured, whichever is the greater, in total during the **period of insurance**.

if the **buildings** are insured under any other insurance.

## Section One - Buildings *(continued)*

### What is covered

This section of the insurance also covers the following.

- F Expenses **you** have to pay and which **we** have agreed in writing for
  - 1 architects', surveyors', consulting engineers' and legal fees;
  - 2 the cost of removing debris and making the **building** safe; and
  - 3 costs **you** have to pay to keep to any government or local authority requirements following loss or damage to the **buildings** which is covered under Section One.
- G Up to £10,000 for any one claim for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the **home** which are waiting to be installed, as long as **you** let **us** know within 21 days of delivery.
- H
  - 1 Up to £10,000 in any one **period of insurance** towards the cost of upgrading **your** alarm and security systems following a physical criminal assault on **you** at the **home**.
  - 2 In addition **we** will also pay up to £500 for professional private counselling fees following a physical criminal assault on **you** at the **home**.
- I Up to £15,000 in any one **period of insurance** towards essential alterations to the **home** following an identifiable, permanent physical injury to **you** caused by a sudden and unexpected accident happening within the **home**.

### What is not covered

**We** will not pay

- a for any expenses for preparing a claim or an estimate of loss or damage; or
  - b for any costs if government or local authority requirements have been served on **you** before the loss or damage.
- 
- a for any loss or damage caused while installing the fixtures and fittings; or
  - b for property left in the open.
- 
- a for any cost unless **you** obtain **our** agreement first; or
  - b following any domestic disputes.
- 
- a for any cost unless **you** obtain **our** agreement first.

## Conditions that apply to Section One - Buildings only

### Settling claims

How **we** deal with **your** claim

- 1 If **your** claim for loss or damage is covered under Section One, **we** will pay the full cost of the repair as long as
  - the **buildings** were in a good state of repair immediately before the loss or damage; and
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. In the event the **buildings** of **your home** are damaged beyond economical repair, and permission to rebuild is refused by **your** local authority, **we** agree to pay up to 125% of the rebuilding cost of **your home** to help **you** purchase a similar property in the same area, subject to the sum insured shown in **your schedule** corresponding to a professional valuation (to be provided by **you**) which is less than five years old.

- 3 **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage happens only to a clearly and identifiable area or to a specific part.

- 4 **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 8.

### Your sum insured

- 5 **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

### Limit of insurance

- 6 **We** will not pay more than the sum insured for each **premises** shown in the **schedule** other than in accordance with condition 2 above.

## Section Two - Contents

### What is covered.

This insurance covers the **contents** for loss or damage 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.

### What is not covered.

#### We will not pay

- a for loss or damage directly or indirectly caused by or arising from
  - 1 conversions, extensions or other structural work to the **buildings** or any works involving the use or application of heat;
  - 2 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 3 misuse or faulty design, specification, workmanship or materials;
  - 4 dryness, dampness, extremes of temperature or exposure to light;
  - 5 **your** domestic animals chewing, scratching, tearing or fouling;
  - 6 dyeing, cleaning, repairing, renovating, restoration or being worked on; or
  - 7 pollution or contamination of any kind.
- b for the cost of general maintenance.
- c for loss or damage caused by mechanical or electrical faults or breakdown.
- d for loss or damage caused by subsidence or heave of the site upon which the **buildings** stand or landslip
  - 1 to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;
  - 2 if compensation has been provided (or would have been, if it wasn't for this insurance), under any contract or guarantee or by law;
  - 3 while the **buildings** are undergoing any demolition, alteration, extension or repairs;
  - 4 due to faulty design, specification, workmanship or materials; or
  - 5 as a result of the coast or riverbank wearing away.
- e for loss or damage which **we** specifically exclude elsewhere under Section Two.
- f for loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.



## Section Two - Contents

(continued)

### What is covered.

This section of the insurance also covers the following.

- A      Accidental breakage of
  - 1          fixed glass and double glazing; and
  - 2          **sanitary ware;**
 forming part of the **buildings** which **you** are legally responsible for as a tenant and do not have other insurance for.
  
- B      Rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage that is covered under Section Two.
  
- C      The extra costs of using other accommodation, for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage that is covered under Section Two.
  
- D      **Your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage that is covered under Section Two.
  
- E      Up to £10,000 during the **period of insurance** for wedding, anniversary, birthday, religious or other celebration gifts bought by **you** but not yet given (or which have been bought for **you**).
  
- F      Up to 25% of the **contents** sum insured for new items **you** have bought but which **you** have not told **us** about yet.

### What is not covered.

**We** will not pay

rent for more than 36 months.

for the extra costs of other accommodation for more than 36 months. If **you** claim for costs of other accommodation under Sections One and Two, **we** will not pay for costs of other accommodation for a period of more than 36 months in total.

- a      for any amount over 20% of the sum insured under Section Two for the **contents** of the **buildings** damaged or destroyed.
- b      for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures and fittings.
- c      for loss or damage arising from subsidence, heave or landslip.

for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under Section Two.

- a.      for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under Section Two.
- b.      after 60 days of buying the item if **you** have not told **us** about doing so.

## Section Two - Contents

*(continued)*

### What is covered.

- G Fatal injury to **you** caused by fire at the **premises** or assault elsewhere within the **United Kingdom** provided that death ensues within twelve months of injury. **We** will pay
- 1 £50,000 for each insured person over 16 years; and
  - 2 £5,000 for each person under 16 years at the time of their death.
- H Costs **you** have to pay for replacing locks to safes, alarms and outside doors and windows in the **home** following theft or loss of keys.
- I Up to £10,000 during the **period of insurance** for increased metered water charges **you** have to pay after water escapes, which gives rise to a claim **we** accept under Section Two.
- J Personal property of guests up to £5,000 for each person and personal property of domestic staff (who do not live in the property) up to £2,500 for each person.
- K Up to £10,000 during the **period of insurance**, for loss or damage to marquees and associated equipment, which are being temporarily loaned to **you** and for which **you** are responsible, while at the **premises**.
- L Up to £7,500 during the **period of insurance**, for loss or damage to the belongings of **your** parents or grand parents who are living in a residential nursing or care home.

### What is not covered.

#### We will not pay

if **you** claim for loss under Sections One and Two, more than £10,000 in total during the **period of insurance**.

- a for losses which happen away from the **premises**.
  - b for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under Section Two.
  - c more than £750 for any one item.
- 
- a if there is any other insurance in place.
  - b for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under Section Two.
  - c if **you** fail to keep to manufacturers or owners written instructions.
- 
- a for any amount over £1,000 for **valuables**.
  - b for **money** and **credit cards**.
  - c for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under Section Two.

## Section Two - conditions that apply to Section Two - Contents only

### Settling claims

How **we** deal with **your** claim

- 1 If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any item covered under Section Two.

For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, as long as

- the new item is as close as possible to, but not an improvement on, the original item when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

- 2 **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function where the loss or damage applies only to a clearly identifiable area or to a specific part. This condition does not apply to **valuables** included under **contents** where **we** will choose to repair, replace or pay for any article lost or damaged.
- 3 **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 8.

### Your sum insured

- 4 **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

### Limit of insurance

- 5 **We** will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

## Section Three - Accidents to domestic staff

This Section applies only if the **contents** are insured under Section Two.

### What is covered.

#### We will pay

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**.

### What is not covered.

#### We will not pay

for **bodily injury** arising directly or indirectly

- a from any motorised or horse-drawn vehicle other than
  - domestic garden equipment used within the **premises**; and
  - pedestrian-controlled garden equipment, electric wheelchairs or items designed for a child's use whilst elsewhere.
- b from any communicable disease or condition.
- c in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**.

### Limit of insurance

**We** will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

## Section Four - Legal liability to the public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One or the **contents** are insured under Section Two of this insurance.

### Part A

Part A of this section applies in the following way.

- If the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A i below.
- If the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A i and Part A ii below.
- If the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A i and Part A ii below.

#### What is covered

##### We will pay you

- i as owner or occupier for any amounts **you** become legally liable to pay as damages for

- **bodily injury**; or
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

OR

- ii as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**; or
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**.

#### What is not covered.

##### We will not pay for any liability

- a for **bodily injury** to
- 1 **you**;
  - 2 any other permanent member of the **home**; or
  - 3 any person who at the time of sustaining such injury is engaged in **your** service.
- b for **bodily injury** arising directly or indirectly from any communicable disease or condition.
- c for damage to property owned by or in the charge or control of
- 1 **you**;
  - 2 any other permanent member of the **home**; or
  - 3 any person engaged in **your** service.
- d in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**.
- e arising directly or indirectly out of any profession, occupation, business or employment.
- f which **you** have assumed under contract and which would not otherwise have attached.
- g arising out of any criminal acts.



## Section Four - Legal liability to the public

*(continued)*

### Part A

#### What is covered

#### What is not covered.

We will not pay for any liability

- h arising out of **your** ownership, possession or use of any motorised or horsedrawn vehicle other than
- domestic gardening equipment used within the **premises**; and
  - pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use whilst elsewhere.
- 1 any power-operated lift other than those designed for and used by the disabled or infirm.
- 2 any aircraft or watercraft other than manually operated rowing boats, punts or canoes.
- 3 any animal other than cats, horses or dogs which are designated as 'dangerous' under the Dangerous Dogs Act 1991.
- i in respect of any kind of pollution or contamination other than
- 1 caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
- 2 reported to **us** not later than 30 days from the end of the **period of insurance**
- in which case all such pollution or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- j arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- k if **you** are entitled to payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

## Section Four - Legal liability to the public

*(continued)*

### Part B

#### What is covered.

**We** will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that

- 1 Part A ii of this section would have paid **you** had the award been made against **you** rather than to **you**;
- 2 there is no appeal pending; and
- 3 **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

### Part C

#### What is covered.

**We** will pay for

any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**.

#### What is not covered.

**We** will not pay

- a for any liability if **you** are entitled to payment under any other insurance.
- b for the cost of repairing any fault or alleged fault.

#### Limit of insurance

**We** will not pay

- in respect of pollution or contamination.  
More than £5,000,000 in all.
- in respect of other liability covered under Section Four.  
More than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section Five - Valuables, antiques and works of art, gold and silver

### What is covered.

This section of the insurance covers the following.

- A **Valuables** listed in the **schedule** (or specification attached) against loss or damage anywhere in the world
  - B
    - 1 **antiques and works of art** listed in the **schedule** (or specification attached); and
    - 2 **gold and silver** listed in the **schedule** (or specification attached)
- against loss or damage within the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

### What is not covered.

**We** will not pay

- a for loss or damage directly or indirectly caused by or arising from
  - 1 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 2 misuse or faulty design, specification, workmanship or materials;
  - 3 dryness, dampness, extremes of temperature or exposure to light;
  - 4 **your** domestic animals chewing, scratching, tearing or fouling;
  - 5 dyeing, cleaning, repairing, renovating, restoration or being worked on; or
  - 6 pollution or contamination of any kind.
- b for loss or damage caused by mechanical or electrical faults or breakdown.
- c for loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
- d more than £5,000 in respect of any one item of **valuables** or **gold and silver** unless otherwise stated in the **schedule**.
- e more than £15,000 in respect of any one item of **antiques and works of art** unless otherwise stated in the **schedule**.

## Section Five - Valuables, antiques and works of art, gold and silver *(continued)*

### What is covered.

This section of the insurance also covers the following.

- A      **We** will cover new items **you** have bought but which **you** have not told **us** about yet.
- B      **We** will automatically increase the insured value of any item listed in the specification for **works of art** by up to 200% if the artist dies during the **period of insurance**. **We** will only do this for the 6 months immediately following the death of that artist and provided **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage.
- C      If during the **period of insurance**, someone claims that any item listed in the specification for **antiques and works of art** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.

### What is not covered.

**We** will not pay

- a    for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under Section Five;
- b    more than 25% of the sum insured under this section for **valuables, gold and silver** and **antiques and works of art**;
- c    after 60 days of purchase if **you** have not told **us** about buying the item.
- a    more than £50,000 in total during any one **period of insurance**;
- b    for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under Section Five.
- c    if **you** are unable to provide a professional valuation or purchase receipt and proof of increased value.
- a    more than £25,000 in total during any one **period of insurance**;
- b    unless **you** prove that **you** made enquiries about where the item came from before **you** bought it;
- c    unless **you** bought the item during the period that the **antique and works of art** have been insured with **us**;
- d    unless **you** told **us** about a claim during the **period of insurance**.

## Section Five - conditions that apply to Section Five only

How **we** deal with **your** claim

- 1      **Valuables**  
**We** will repair replace or pay for any item that is lost or damaged.
  
- 2      **Gold and silver, antiques and works of art**  
In the event of partial loss or damage, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sum insured for the damaged item(s).  
  
In the event of total loss or destruction of item(s), **we** will pay the sum insured for such item(s) or their market value at the time of loss, whichever is the less.
  
- 3      **Valuables, gold and silver, antiques and works of art**  
If, following a claim, **you** can produce a professional valuation (not more than five years old) dated prior to the loss, **we** will treat the sum insured as automatically agreed.
  
- 4      **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 8.

### Limit of insurance

- 5      **We** will not pay more than the sum(s) insured shown in the **schedule** unless **we** agree otherwise.

## Section Six – Legal expenses

Please read **your schedule** to see if this section applies.

### Additional definitions to this section

The definitions applying to the whole policy as stated in pages 3 to 5 shall include the following in respect of this section only.

#### Collective conditional fee agreement

Separate agreement between **us** and the **nominated representative** for paying his or her professional fees which is an enforceable **conditional fee agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by **us** before it is entered into.

#### Conditional fee agreement

Separate agreement between **you** and the **nominated representative** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by **us**.

#### Date of occurrence

For claims involving a criminal act brought under insured incident 6, the date when it is alleged **you** began the criminal act.

For claims brought under insured incident 7, the date that **you** were first notified by HM Revenue & Customs that an extensive examination is to take place.

For all other claims, the date at which the cause of action first arose.

#### Employee

A person employed by **you** to carry out domestic duties for **your** household.

#### Geographical limits

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

#### Goods

**Contents** as described in the definitions applying to the whole policy document.

#### Legal advice service

Legal advice service provided on **our** behalf which may be contacted by telephoning the number at the end of this section.

## Section Six – Legal expenses *(continued)*

### Professional fees

The fees, costs, disbursements and other professional charges which **we** have agreed to fund

- 1 reasonably and necessarily incurred by a **nominated representative**; and
- 2 incurred by other parties in civil cases if **you** have been ordered to pay them or pay them with **our** written agreement.

### Nominated representative

Solicitor, claims negotiator, accountant or other suitably qualified person appointed in accordance with the terms of this section.

### Your vehicle

Any motor car or motor cycle owned by **you**.

#### What is covered.

**We** will pay **professional fees** arising from any insured incident described below, provided that

- i **we** will not pay under this section in respect of any one claim more than £15,000 in respect of Insured incident 11 - Identity theft and £75,000 in respect of all other Insured incidents ;
- ii the limit any one claim stated in paragraph i above will not apply if a more specific limit is stated in an insured incident;
- iii the subject of the claim occurred within the **geographical limits** and the **date of occurrence** was within the **period of insurance**; and
- iv **we** will not pay for more than three claims in any one **period of insurance**.

#### What is not covered.

**We** will not pay

### Insured incidents

#### 1 Personal injury

**Your** death or bodily injury caused by a specific, sudden and unforeseen event for which another person or entity is responsible.

1

for any claim arising from

- a stress, psychological or emotional injury;
- b any death or bodily injury that is caused gradually or is not caused by a specific event; or
- c involving a motor vehicle owned by **you** or for which **you** are legally responsible.

#### 2 Consumer contracts

Disputes arising out of any contract or alleged contract entered into by **you** for the purchase or hire of **goods** or services for private use, the sale or supply of privately owned **goods** by **you** or the sale or purchase of **your** own home, provided that

- a the contract or alleged contract was entered into after **you** first purchased the insurance; and

2

for any claim arising from

- a to any works undertaken by or under the order of any government or public or local authority; or
- b if the amount in dispute is less than £250.

## Section Six – Legal expenses *(continued)*

- b where the sale, purchase or hire has been effected on the internet, all dispute resolution procedures afforded to sellers, purchasers or hirers by the relevant website provider or authority have been exhausted.

### 3 **Domestic property protection**

Disputes arising out of

- a a third party's
  - i alleged or actual negligent act or omission; or
  - ii any nuisance, trespass or criminal damage relating to **your** material property located at the **home** which causes physical damage or pecuniary loss; and
- b the landlord's failure to maintain **your home**.

### 4 **Employment**

Disputes arising from or relating to **your** contract of employment which can exclusively be heard in an employment tribunal (or its local equivalent) within the **United Kingdom**.

## What is not covered.

**We** will not pay

3

for any claim arising from

- a boundary disputes which arise in the first 180 days of this insurance;
- b claims where **you** are the landlord of the **home** or are leasing, sub-letting or renting-out all or any part of the **home** for any purpose;
- c a dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent the **home**;
- d any claim in relation to extending, altering or renovating buildings or any part of them;
- e any claim relating to subsidence, heave, landslip, mining or quarrying;
- f any claim relating to planning law, including town and country planning legislation;
- g any claim arising from or involving a motor vehicle owned by **you** or for which **you** are legally responsible; or
- h any claim relating to works undertaken by or under the order of any government or public or local authority.

4

for any claim

- a involving breach of contract that is alleged to have commenced or to have continued after termination of **your** employment;
- b for an allegation of less favourable treatment between men and women relating to terms and conditions of employment; or
- c for **professional fees** where **you** are entitled to receive funding from a trade union or other entity.



## Section Six – Legal expenses *(continued)*

### 5 **Employer defence**

Representing **you** at an employment tribunal (or its local equivalent) within the **United Kingdom** to defend an action brought by an **employee** or **ex-employee** alleging unfair dismissal, provided that

- a in cases relating to dismissal of an **employee** or **ex-employee** or any dispute with an **employee** or **ex-employee** or their representative arising out of or relating to **your employee's** terms and conditions of employment **you** have sought and followed advice from the **legal advice service** before taking any action and thereafter throughout the employment dispute.
- b in cases relating to redundancy or alleged redundancy or unfair selection for redundancy **you** have sought and followed the advice of the **legal advice service** before serving notice of dismissal.
- c on the happening of any event or circumstance that could be construed as constructive dismissal, including **your employee** walking out with or without notice or absence from work, **you** have sought and followed the advice of the **legal advice service** before taking any action and throughout **your** dealings with the grievance or complaint.
- d in the event that **you** receive from an **employee** a formal or informal notification of a grievance or a complaint in respect of unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion **you** have sought and followed the advice of the **legal advice service** before taking any action and throughout **your** dealings with the grievance or complaint.

## Section Six – Legal expenses *(continued)*

### 6 Legal defence

The defence of **your** legal rights if an event

- a arising out of **your** work as an **employee** results in a
  - i **your** prosecution in a criminal court; or
  - ii civil action taken against **you** under any legislation relating to unlawful discrimination, data protection or being a trustee of a pension fund set up for the benefit of **your** fellow **employees**.
- b results in **your** prosecution in connection with an offence connected with the use or driving of a motor vehicle.

### 7 HM Revenue & Customs

An extensive examination of **you** by HM Revenue & Customs following an enquiry under Section 9A of the Taxes Management Act 1970 into **your** PAYE income or gains into **your** personal tax affairs, provided that **you** have submitted proper, complete and truthful returns together with any additional information HM Revenue & Customs reasonably requires by the due date without payment of penalty.

### 8 School admission disputes

An appeal against the decision of **your** Local Education Authority (LEA) arising out of its failure to conform with its published admission policy which leads to any of **your** children being refused entry at the state school of **your** choice.

## What is not covered.

We will not pay

6

for any claim

- a for **professional fees** where **you** are entitled to a grant of legal aid from the Legal Services Commission or where funding is available from another public body, a trade union or employer;
- b for the defence of criminal prosecutions alleging dishonesty or deliberate violence;
- c relating to parking offences where no points are added to your licence;
- d for prosecution arising from driving under the influence of alcohol or non-prescribed drugs;
- e relating to the driving or use of a motor vehicle by **you** for which **you** do not have valid motor insurance; or
- f where **you** are insured by a more specific insurance policy.

7

- a claims where the Special Compliance Officer is investigating **your** personal tax affairs; or
- b any expenditure incurred after **you** receive notice that the enquiry has been completed.

8

for any claim

- a arising where an entrance examination or other selection criteria are part of the acceptance criteria;
- b involving non-state schools where the LEA have no jurisdiction over placement;
- c where **you** have not previously submitted an application to either the school or the LEA;
- d where **you** have not adhered to the appropriate appeal procedure;
- e where **your** child has been suspended, expelled or permanently excluded from another school; or
- f where **your** child is under 5 years old during the academic year in which the admission dispute arises.

## Section Six – Legal expenses *(continued)*

### 9 **Probate**

The pursuit of a claim by **you** in respect of a probate dispute involving the valid will of **your** parents, grand-parents, children, step-children or legally adopted children where **you** are contesting the will as a beneficiary or potential future beneficiary.

### 10 **Motor insurance database disputes**

Representation of **your** legal rights in respect of a dispute with the police or other government agency in the event that **your vehicle** is seized following a failure in communications between **your** motor insurer and the Motor Insurance Database resulting in incorrect information about **you** or **your vehicle** being recorded on that database.

### 11. **Identity theft**

In the event that **you** become the victim of identity theft the situations described in paragraphs a to c below.

- a To deal with organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking or have sought monies from **you** as a result of identity theft.
- b To liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of identity theft.
- c To defend **your** legal rights or take reasonable measures to remove County Court Judgments against **you** that have been obtained by an organisation that **you** have alleged to have purchased, hired or leased goods or services from as the result of an **identity theft**.

For the purpose of this additional cover, 'identity theft' means someone or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

An act or a series of acts against one of **you** by one person or group of people is considered to be one identity fraud.

**You** must agree to be added to the CIFAS Protection Register if **we** recommend it.

### **What is not covered.**

**We** will not pay

9

for any claim arising from any dispute if a valid final will has not been made or concluded or cannot be traced.

11

for any claim arising from

- a identity theft connected with **your business**, profession or occupation;
- b any claim if **you** failed to take reasonable precautions to protect **yourself** against identity fraud;
- c any claim where the persons responsible are members of **your** family or any person living with **you**;
- d any claim arising from loss of cash from a bank, building society, credit union or similar financial institution where that institution has failed to pay for the loss; or
- e for more than £15,000 for any one identity theft.

## Section Six – Legal expenses *(continued)*

### What is not covered.

We will not pay

#### 12 Vehicle identity theft

Defending civil or criminal legal proceedings arising from the fraudulent use of **your vehicle's** identity by another person or entity without **your** permission.

12

for

- a any claim if **you** failed to take reasonable precautions to protect **yourself** against the fraudulent use of **your vehicle's** identity; or
- b any claim where the person(s) responsible are members of **your** family or any person living with **you**.

#### 13 Data Protection Act

Action against a person or organisation that has broken the provisions of the Data Protection Act 1998 which has resulted in **you** suffering a financial loss.

## Exclusions that apply to Section Six – Legal expenses only

We will not pay for the following.

- 1      **Trade, business, profession or occupation**  
A claim arising from or connected with any trade, business, profession or occupation carried out by **you**.
- 2      **Libel or slander**  
Any claim relating to written or verbal remarks.
- 3      **Deliberate, reckless, dishonest, violent or criminal acts**
  - a      Any claim relating to a cause of action intentionally or recklessly brought about by **you**; or
  - b      any criminal act by **you** other than as referred to in insured incidents 6 and 12 of this section.
- 4      **Previous knowledge**  
Any claim of which **you** were aware, or ought to have been aware, before the inception of this section.
- 5      **Professional fees not agreed**  
**Professional fees** incurred
  - a      before **we** have agreed to pay them.
  - b      where **you**
    - i      pursue or defend a case without **our** agreement or in a different manner to or against **our** advice or that of the **nominated representative**; or
    - ii     fail to give proper instructions in due time to **us**, to the **nominated representative** or to counsel or other persons instructed by **us** or the **nominated representative**.
  - c      where the **nominated representative** reasonably refuses to act on **your** behalf, unless **we** agree to appoint another **nominated representative**.
  - d      in respect of witnesses, experts or agents interviewed, engaged or called as a witness before receiving **our** written approval.
  - e      before the issue of formal legal proceedings, unless by way of pre action protocol approved by **us**.
  - f      for adverse costs awards made against **you**, pursuant to section 22, Employment Act 2002 including, without limitation, before the expiry of any applicable ACAS discussion period.
- 6      **Delay and prejudicial acts**  
Where **you**, in **our** reasonable opinion, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **nominated representative** or withdrawing from the case.
- 7      **Other insurances**  
For **professional fees** which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).
- 8      **Fines and penalties**  
For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.
- 9      **Disagreement**  
Any claim relating to a dispute with the **nominated representative** or **us**.
- 10     **Judicial review**  
Any claim relating to a judicial review.

- 11      **Bankruptcy**  
When **you** are bankrupt, in liquidation, have made an arrangement with **your** creditors, have entered into a Deed of Arrangement or part or all of **your** affairs or property are in the care or control of a receiver or an administrator.
- 12      **Intellectual property**  
Any claim relating to disputes involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- 13      **Breakdown of marriage or custody**  
Any claim relating to any dispute that **you** may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship or custody matters.
- 14      **Medical treatment**  
Any claim arising from medical, dental or clinical treatment, advice, assistance or care.

## Conditions that apply to Section Six – Legal expenses only

- 1      **Your responsibilities**  
**You** must
- a    take all reasonable steps to minimise the amount payable under this insurance;
  - b    take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure;
  - c    provide **us** with such information regarding **your** claim as **we** may reasonably require; and
  - d    notify **us** as soon as is reasonably possible of any circumstances which may give rise to a claim.
- 2      **Nominated representative**
- a    In the event of the commencement of legal proceedings or there is a conflict of interest, **you** have the right to choose **your** own **nominated representative**. **You** must send **us** the name and address of such person before the commencement of any legal proceedings.
  - b    Otherwise, **we** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **our** entire discretion. If **we** choose to refer **your** claim to a **nominated representative**, **we** shall confirm this in writing to **you** and explain in more detail the work it will undertake.
  - c    When a **nominated representative** is appointed in accordance with paragraphs a or b above, **we** will send them a copy of **our** standard terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement** with **us**.
  - d    **We** will have direct contact with the **nominated representative**.
  - e    **You** must co-operate fully with **us** and the **nominated representative** and must keep **us** up-to-date with the progress of the claim.
  - f    **You** must give the **nominated representative** any instructions that **we** require.

3 **Control of the claim**

- a **You** must, at **your** own cost, provide the **nominated representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **nominated representative** when reasonably requested to do so.
- b **You** must keep the **nominated representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered.
- c **We** must have direct access to the **nominated representative** at all times. **You** will provide **us** with all information, evidence, legal advice and documents relating to the legal proceedings in **your** possession or custody or that of the **nominated representative** upon **our** request.
- d **You** must give the **nominated representative** any instructions **we** require **you** to give without delay.

4 **Acceptance of a claim and right to refuse payment**

**We** may refuse to accept a claim or to continue to make payment to **you** where

- a in **our** opinion
  - i **you** have not disclosed all material information.
  - ii **you** have failed to provide **us** or the **nominated representative** with any relevant information or supporting evidence.
  - iii **your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- b in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the other party.

If **we** refuse to accept a claim or to continue to make payment to **you**, **we** shall give the reason(s) to **you** in writing.

5 **Reasonable grounds**

- a **We** may, at any time, require **you** to obtain, at **your** own expense, an opinion from counsel as to the merits of **your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim.
- b In all cases, the onus will be on **you** to demonstrate to the **nominated representative**, or to **our** own advisers or counsel, (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other **professional fees** relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

6 **Payment under this insurance**

- a **You** must inform **us** of any offer to settle **your** claim. No settlement offer may be accepted without **our** consent.
- b If any offer to settle the claim is not accepted by **you**, which equals or exceeds the total damages (including any interest) eventually recovered by **you**, **we** will have no liability in respect of **professional fees** incurred after such refusal, unless **we** have given **our** written consent to the rejection of the offer.
- c **We** may, at **our** sole discretion, elect to pay **you** the amount of damages claimed instead of incurring **professional fees** to satisfy **our** liability under this section.
- d Following receipt of the relevant accounts, orders or award of a court or tribunal for **professional fees** to be paid under this section, payment will be made direct to the **nominated representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e If **you** withdraw from the legal proceedings without **our** agreement, cover will cease immediately and **we** shall be entitled to be reimbursed for any **professional fees** previously agreed or paid to **you**, or on **your** behalf, in respect of such legal proceedings.

## 7 Recoveries

**We** can take legal proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover any payment made under this insurance to anyone else. If **you** recover any **professional fees** previously paid under this insurance from any other party, such **professional fees** must be immediately repaid to **us**.

## Legal advice service

This service must be contacted by **you** for advice in connection with insured incident 5 - Employer defence of this section.

This service is available 24 hours per day seven days a week during the **period of insurance**.

To help check and improve service standards **your** call may be recorded.

To contact the **legal advice service**, telephone **01245 396660** quoting "**Lifestyle**" and **your** Home policy number.

## How to make a claim

Potential claims should be notified to **us** as soon as possible by utilising the contact details noted below. After the claim is accepted, the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

Telephone No: **01245 396660** and quote "**Lifestyle**" and **your** Home policy number.



## Section Seven – Telephone helplines

The services under this section are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

### 1 Domestic emergencies

This will provide a referral service to appropriate tradesmen needed when there is an emergency at **your home**. The service caters for problems such as burst pipes, floods, storm damage, fire or break-in and similar emergencies.

Whilst all reasonable care is taken in the selection of tradesmen, **we** cannot accept legal responsibility for any consequences resulting from the use of domestic assistance.

**You** will be responsible for paying all fees and charges of the persons who provide **you** with the assistance referred to above. However, when **you** have used this service following loss or damage to **your home**, it is possible that the cost of work carried out may be claimed under this policy if caused by an insured risk.

Please do not use the helpline to identify insured risks or make claims. If **you** are unsure about what risks **you** are insured for, please contact **your broker or insurance adviser** or **us**.

For the helpline described above, please call **01245 396322** and quote “**Lifestyle**” and **your** Home policy number.

### 2 Bereavement counselling

A confidential counselling service will be provided, including assistance on how to contact appropriate voluntary or professional services.

The service is restricted to advice, information or assistance given on the telephone and/or a referral service to external professionals and there is no limit to the number of times it may be used.

### 3 Legal and tax and debt advice

#### A Legal advice

Confidential legal advice for any of **your** personal legal problems under the laws of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.

#### B Tax advice

Confidential tax advice.

#### C Debt counselling

Confidential advice for any financial concerns or worries.

The service is restricted to advice, information or assistance given on the telephone and/or a referral service to external professionals and there is no limit to the number of times it may be used.

For the helplines described under 2 and 3 above, please call **01245 396660** and quote “**Lifestyle**” and **your** Home policy number.

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In order to check and improve service standards, **your** call may be recorded.







Continuity in an uncertain world™

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