Delivering the **Promise**

*Insurance for Distinguished Homes*
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ABOUT THIS DISTINGUISHED HOMES INSURANCE POLICY

Thank you for choosing Distinguished Homes insurance, arranged by TL Dallas & Co Limited and underwritten by Lloyd’s Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

Policy document and disputes
Please read this policy and your schedule carefully and refer any queries to your insurance intermediary or Amlin UK, either of whom will be happy to advise and take any action.

If, however, there is any dispute that cannot be resolved you are entitled to refer the matter to the parties described under the heading "COMPLAINTS" on page 3.

The cover included
This policy is divided into a number of sections. To find which sections are in force you should check your schedule, which is enclosed with the policy. Your schedule also tells you how much you are insured for.

How much to insure for
It is up to you to make sure that the amount you insure for represents the full value of the property concerned. For buildings, this means the full cost of rebuilding your property. For contents, fine art and valuables, this means the cost of replacing the property as new.

Changes in your circumstances
This policy has been based on the information you have given us about yourself and your home and your occupation. You must tell us immediately of any changes to this information, including change of address or change of use of your home or if you add to the value of your property. You can change amounts insured at any time. You do not have to wait for renewal. You must also tell us if you, or any other persons living with you, are convicted of any offence (other than driving offences) or are declared bankrupt. If there is any change of circumstances we may revise the terms and conditions of this policy with effect from the date of change.

REMEMBER - failure to notify us of changes may affect any claim you make.

How to make a claim
First, please read this policy and your schedule to check that you are covered. You should then ask your insurance intermediary or Amlin UK for a claim form. It is important that you provide as much information as possible to ensure that your claim can be dealt with quickly.

For notification of claims other than for Family Legal Expenses, Home Emergency or Annual Travel please contact T L Dallas on 01274 465500.

For notification of Family Legal Expenses claims, please contact MSL Legal Expenses Limited on 01245 396312 quoting “Home Advantage” and your policy number.

For notification of Home Emergency claims, please contact the Home Emergency helpline on 01245 396322

For notification of travel claims, if you have this optional cover and require emergency medical assistance whilst abroad, please telephone +44(0) 1245 396245, quoting your policy number and full details of the medical emergency. For all other travel claims please contact us on 01245 396688

Full claims conditions can be found on page 9 of this policy.

Cooling off rights
You may cancel this insurance within 14 days of purchase, 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. Full details on cancellation are provided in the General conditions on page 8 of this policy.

REMEMBER - do not hesitate to contact your insurance intermediary or Amlin UK for assistance.
COMPLAINTS AND COMPENSATION

COMPLAINTS PROCEDURE

We are dedicated to providing you with a high standard of service and we want to ensure we maintain these standards at all times. If you wish to make a complaint, you can do so at any time by referring the matter to us at:

Complaints Manager, Amlin Underwriting Limited, St Helen’s, 1 Undershift, London EC3A 8ND. E-mail: aulcomplaints@amlin.co.uk Telephone: 020 7746 1300

If your complaint cannot be resolved by us, or if you remain dissatisfied, you may refer your complaint to Lloyd’s, who will investigate and assess this complaint. Lloyd’s contact details are as follows:

Lloyd’s Policyholder & Market Assistance Team at Lloyd’s: Policyholder & Market Assistance, Market Services, Lloyd’s, One Lime Street, London EC3M 7HA. E-mail: complaints@lloyds.com Telephone: 020 7327 5693 Fax: 0207 327 5225

Details of Lloyd’s complaints procedures are set out in a leaflet ‘Your Complaint – How We Can Help’ available at www.lloyds.com/complaints and are also available from the above address. Ultimately, should you remain dissatisfied with Lloyd's final response, you may, if eligible, refer your complaint to the Financial Ombudsman Service (FOS). Please note that you are able to escalate your complaint to FOS within six months from the date of Lloyd’s final response letter. Details of who is eligible to refer a complaint to the FOS can be found on their website at www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our liabilities under this policy. Further information can be obtained from the Financial Services Compensation Scheme at: 10th Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU. Tel: 0800 678 1100. Online: www.fscs.org.uk
Agreement between us and you

We will pay for any loss, damage, legal liability, costs or expenses described in this policy arising from events happening during the period of insurance for which we have accepted a premium.

All information supplied to us by you in connection with this insurance forms part of the contract between us and you.

This policy should be read together with your schedule and any endorsements.

Index linking of sums insured

The sums insured in your schedule will be adjusted monthly in line with the following.

**Buildings**  The House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another index will be used.

**Contents**  The government’s General Index of Retail Prices. Should this index not be available another index will be used.

Property specifically described in the schedule and specific limits stated in this policy are not index-linked.

No charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments will continue from the date of damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.
## AGREEMENT AND INDEX LINKING

**Agreement between us and you**

**Index linking of sums insured**

The sums insured in your schedule will be adjusted monthly in line with the following.

**Buildings**

The House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another index will be used.

**Contents**

The government's General Index of Retail Prices. Should this index not be available another index will be used.

Property specifically described in the schedule and specific limits stated in this policy are not index-linked.

No charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments will continue from the date of damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

We will pay for any loss, damage, legal liability, costs or expenses described in this policy arising from events happening during the period of insurance for which we have accepted a premium.

All information supplied to us by you in connection with this insurance forms part of the contract between us and you.

This policy should be read together with your schedule and any endorsements.

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## DEFINITIONS

### DEFINITIONS APPLYING TO THE WHOLE POLICY

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

| **Buildings** | **Your home** including, permanent landlord's fixtures and fittings in or on your home, tennis courts, swimming pools, ornamental ponds and fountains, terraces, patios, drives, paths, walls, gates, fences, hedges, fixed tanks providing fuel to your home and underground service pipes, cables, sewers and drains belonging to you or for which you are legally responsible all contained within the boundaries of the land. |
| **Computer virus** | A corrupting instruction that propagates itself via a computer system or network. |
| **Contents** | Household goods, personal property, tenant's interior decorations, fixtures and fittings, satellite dishes, receiving aerials and their fittings and masts all belonging to you or for which you are responsible. The term contents does not include the following. 1) More than £10,000 in respect of either gold, silver and gold-and-silver-plated items or **valuables**. 2) Any item used for any business activity, other than office equipment used in your home. 3) Vehicles licensed for road use and their accessories. 4) Any other motorised vehicles and their accessories other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs. 5) Pedal cycles or caravans and their accessories. 6) Trailers, other than open trailers and horseboxes up to 15 feet in length. 7) Watercraft, other than sailboards and rowing boats and dinghies up to 12 feet in length including their accessories. 8) Aircraft. 9) **Money** or credit cards. 10) Electronic data other than your personal digital music, videos and photographs. 11) Any animal, plant or tree. 12) Land or water. |
| **Credit cards** | Personal credit, debit, charge, cheque, bank or cashpoint cards. |
| **Damage** | Physical loss or damage. |
| **Electronic data** | Facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. |
| **Endorsement** | A change in the terms of this policy. |
| **Excess** | First part of any claim which you must pay. |
| **Fine art** | Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability including • furniture; • paintings, drawings, etchings, prints and photographs; • manuscripts, tapestries and rugs; • porcelain and sculpture; • stamps, coins or medals forming part of a collection; • gold, silver and gold- and silver-plated items; or • clocks and barometers all of which belong to you or for which you are responsible. Fine art does not include **valuables** (as defined below) or fine art which is business property. |
### DEFINITIONS

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<td>Home</td>
<td>Private dwelling and its domestic outbuildings and garages at the address shown in your schedule.</td>
</tr>
<tr>
<td>Household</td>
<td>You and any domestic employee who normally lives with you.</td>
</tr>
<tr>
<td>Land</td>
<td>Land (including water) belonging to your home.</td>
</tr>
<tr>
<td>Money</td>
<td>Cash, currency, bank notes, cheques, postal or money orders, savings stamps and certificates, premium bonds, gift tokens, luncheon vouchers, trading stamps, traveller's cheques, travel tickets and current postage stamps held for personal, social or domestic purposes.</td>
</tr>
<tr>
<td>Outdoor items</td>
<td>Garden furniture, ornaments, statues and similar items normally left outdoors.</td>
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<td>Period of insurance</td>
<td>Period shown in your schedule and any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept the premium.</td>
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<tr>
<td>Schedule</td>
<td>Schedule containing your particulars as required by this insurance and is supplied with this policy.</td>
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<tr>
<td></td>
<td>On renewal and whenever an endorsement is agreed a new schedule will be issued.</td>
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<td>Sum(s) insured</td>
<td>Amount shown in your schedule.</td>
</tr>
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<td>Terrorism</td>
<td>Any act or acts including but not limited to 1) the use or threat of force and/or violence  and 2) harm, loss or damage to life or to property (or the threat of such harm, loss or damage) including, but not limited to, harm, loss or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</td>
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<td>Territorial limits</td>
<td>United Kingdom, the Channel Islands and the Isle of Man.</td>
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<td>Unoccupied</td>
<td>For more than 60 consecutive days 1) not furnished for normal occupation; or 2) furnished for normal occupation but has not been lived in by any person with your permission.</td>
</tr>
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<td>Valuables</td>
<td>Jewellery, gemstones, watches, furs and guns which belong to you or for which you are legally responsible.</td>
</tr>
<tr>
<td>We/us/our(s)/ourselves</td>
<td>Lloyd’s Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.</td>
</tr>
<tr>
<td>You/your/yourself</td>
<td>Person(s) named in the schedule, together with any spouse or domestic partner and any child, parent or other relative of theirs who normally resides with them.</td>
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GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

We will not pay for the following.

1) **General**
   Any loss, **damage**, legal liability, costs or expenses directly or indirectly caused by, contributed to or arising from
   
   a) **Radioactive contamination**
      i) ionising radiations from, 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
      iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
   
   b) **War**
      war, invasion, act of foreign enemy hostilities,(whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
   
   c) **Sonic bangs**
      pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   
   d) **Pollution**
      Pollution loss, **damage** or liability arising from pollution or contamination unless caused by: a) a sudden, identifiable an unexpected incident or accident which can be identified; or b) oil leaking from a domestic oil installation at the **home**, provided that **you** report this to **us** as soon as **you** become aware of or ought to have become aware of such leakage.
   
   e) **Date recognition failure**
      the failure of any computer data processing equipment or media micro chip, integrated circuit or similar device or any computer software whether belonging to **you** or not correctly to
      
      i) recognise any date as its true calendar date;
      ii) capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
      iii) capture, save, retain or process any data as a result of the operation of any command, which causes the loss of data or the inability correctly to capture, save, retain or process such data.
      
      provided that this exclusion shall not apply to subsequent **damage**, not otherwise excluded, insured by this policy.
   
2) **Land**
   Any loss (including loss of value) of or damage to the **land** or any part of the **land**.

3) **Loss in value**
   Loss in value of any property following repair or replacement, other than in respect of specified items of **fine art** and **valuables**.

4) **Act of terrorism**
   Harm, loss or **damage** to life or property (or the threat of such harm, loss or **damage**) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with **terrorism** regardless of any contributing cause or event.

5) **Computer virus and electronic data**
   **Damage** directly or indirectly occasioned by or happening through or in consequence of **computer virus(es)** or from erasure, corruption or alteration of **electronic data**.
   
   This exclusion applies to Sections 1 and 2 of this policy only.
GENERAL CONDITIONS

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

A) Reasonable care
If you have not taken all reasonable steps to prevent accidents, damage or have not maintained the property in a sound condition and good repair, we shall not be liable to make any payment under this policy.

B) Cancellation
1) We may cancel this policy, where we have a valid reason to do so, by sending 30 days’ notice by recorded delivery to you at your last known address. Valid reasons may include your failure to adhere to your obligations under the conditions of this policy. You will be provided with a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph 3) below.

2) You may cancel this policy at any time by contacting your insurance advisor. You will be provided with a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph 3) below.

3) If you pay your premium by direct debit and there is any default in payment, we may cancel this policy by giving notice in accordance with paragraph 4) below. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

4) Where a claim has been made during the current period of insurance, the full annual premium will still be payable despite cancellation of cover and we reserve the right to deduct this from any claim payment. In any event, a due proportion of the premium shall be payable for the period of cover provided.

C) Other insurance
If any damage, legal liability, costs or expenses covered by this policy is insured elsewhere, we will only pay our rateable proportion of any claim.

D) Fraud
All benefit under this policy will be forfeited, with no return of premium, if any claim is in any respect fraudulent or if any fraudulent means are used by you, or anyone acting on your behalf, to obtain benefit under this policy.

E) Governing law
There is a choice of law for this insurance, but unless we agree otherwise, English law applies.

F) Data Protection Act 1998
It is agreed by you that any information provided to us regarding you for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties provided that it will be processed by us in compliance with the provisions of the Data Protection Act 1998.

G) Contracts (Rights of Third Parties) Act 1999
A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

H) Correct sums insured
When accepting this insurance we expect that the sums insured will represent the full value of the property insured.

1) For buildings, the full value is the estimated cost of rebuilding if the buildings were destroyed (this is not the same as the market value) not including fees and extra expenses in respect of which we allow up to 25% in addition to the sum insured for buildings.

2) For contents, the full value is the current cost as new.

3) For fine art and valuables that are not listed individually in a specification, the full value is the replacement cost or current market value whichever is the greater.
1) Notification of claims

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at our option, result in your claim being invalid.

a) Damage to property

In the event of damage to property likely to result in a claim, you must
i) immediately report to the police any theft, malicious damage, vandalism or loss of property;
ii) advise us as soon possible and at your expense provide full written details and proofs that we require; and
iii) take all reasonable steps to minimise damage and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

In the event of any accident likely to result in a legal liability claim, you must
i) advise us immediately and as soon as possible provide full written details and assistance as requested by us;
ii) immediately send to us any letter, writ, summons or other legal document issued against you without answering it; and
iii) not negotiate, pay, settle, admit or deny any claim without our written consent.

If you need to notify us of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 4 Family legal expenses and Section 5 Home emergency) in the first instance you should contact T L Dallas on 01274 465500.

Alternatively, you may contact us on 01245 396688.

For notification of claims under Section 4 Family legal expenses, refer to page 24 of this policy.

For notification of claims under Section 5 Home emergency, refer to page 27 of this policy.

For notification of claims under Section 7 Annual travel, refer to page 34 of this policy.

2) Conduct of claims

a) Our rights

In the event of a claim we may
i) enter into and inspect any buildings where the damage has occurred and take charge of any damaged property - no property may be abandoned to us; and
ii) take over and control any proceedings in your name for our benefit to recover compensation from any source or defend proceedings against you.

b) Recovery of lost or stolen property

If any lost property is recovered, you must let us know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim you must take it back and we will then pay for any damage.

If the property is recovered after payment of the claim it will belong to us, but you will have the option to retain it and refund any claim payment to us.
What is covered?
We will pay for damage to the buildings by any cause not excluded by the exclusions to this section or the general exclusions to this policy.

How much we will pay
Provided that at the time of damage the buildings are in a good state of repair, we will, at our option, pay

1) the cost of repair
or
2) the replacement cost.

The replacement cost is the cost of rebuilding the buildings at the same location, using the same design and with the same quality of materials and workmanship, including the additional costs and expenses described in additional cover 2) of this section.

If the buildings are not in good repair or if repair or replacement is not carried out, we will, at our option, pay

a) the cost of repair or replacement less a deduction for wear and depreciation
or
b) for reduction in market value caused by the damage.

The maximum amount payable in respect of each claim shall not exceed the sum of

i) the sum insured stated in your schedule
plus

ii) 25% of the sum insured on the relevant buildings item for the insurance provided by additional cover 1) of this section
plus

iii) 25% of the sum insured on the relevant buildings item for the insurance provided by additional cover 2) of this section.

The sum insured will not be reduced following payment of a claim provided that you carry out any recommendations we advise you of to prevent further loss.

Extended replacement basis – this does not apply to grade 1 or grade A listed buildings.
If you have had a valuation carried out on the buildings by one of our approved valuers within the last five years the buildings are insured on an extended replacement basis (unless any part of the buildings are grade 1 or grade A listed).

This means that we will pay the full cost of rebuilding or repairing any damage even if it is more than the sum insured, provided that you tell us about any additions, alterations or improvements you have made to the buildings since the valuation was carried out and you amend the sum insured to reflect this work.

Additional covers
This section extends to include the following additional covers.

1) Loss of rent and cost of temporary accommodation
Up to 25% of the buildings sum insured for
a) loss of rent payable to you;
b) any ground rent payable by you; and
c) the reasonable costs of necessary temporary accommodation for the household including your domestic pets and horses
if it is not possible to live in your home as the result of damage insured by this section.
2) **Additional costs and expenses**

   Up to 25% of the **buildings sum insured** for the additional costs of

   a) architects’, surveyors’ and other professional fees;
   
   b) clearing debris, demolition, shoring or propping up; and
   
   c) complying with government or local authority requirements necessary as a result of **damage** insured by this section.

   **We will not pay for**
   
   a) in respect of a) above, fees incurred for preparing any claim under this policy; or
   
   b) in respect of c) above, costs for complying with requirements notified before the **damage** occurred.

3) **Transfer of interest in your home**

   If you are selling your **home**, the purchaser will have the benefit of this section during the period between exchange of contracts and completion provided that your **home** is not insured under any other policy.

4) **Buying a new home**

   If this policy insures your main residence and you are buying a new main residence within the United Kingdom, this section will automatically cover the buildings at the new address from the date you exchange contracts and while you are arranging insurance for them up to the amount insured for the buildings of your existing main residence, but only in respect of **damage** caused by fire.

   **We will not pay for damage**
   
   a) happening more than 60 days after the date you exchange contracts;
   
   b) happening after you have completed the purchase or another insurance you have arranged is in force; or
   
   c) if your new main residence is
   
   i) insured by the vendor; or
   
   ii) not in a good state of repair.

5) **Garden**

   Up to £5,000 to restore your garden at your **home** against **damage** caused by fire, lightning, explosion, theft, riot, civil commotion, malicious persons, vandals, collision, or impact.

   **We will not pay**
   
   a) for **damage** caused while your **home** is unoccupied;
   
   b) more than £500 for any one tree, plant or shrub; or
   
   c) for any tree, plant or shrub grown for business purposes.

6) **Trace and access**

   Costs incurred to find the point of escape of
   
   a) a domestic heating fuel leak within your **home** or a water leak from your permanent internal plumbing or heating system which is likely to cause insured **damage** to any property insured by this policy; and
   
   b) a water leak from the underground service pipes for which you are legally responsible outside your **home** but within the boundaries of the land up to £10,000

   such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search.

7) **Emergency access**

   **Damage** to your **buildings** caused by forced access to deal with a medical emergency or to prevent **damage** to your **buildings**.
Exclusions to this section

We will not pay for the following.

1) Damage caused by
   a) wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
   b) dryness or humidity or being exposed to light or extreme temperatures, unless the damage is caused by fire, or by frost damage to, or water leaking from, fixed water tanks, apparatus or pipes;
   c) chewing, scratching, tearing, denting or fouling by domestic animals;
   d) demolition, alteration, repair or any similar work on the buildings; or
   e) anything which happens gradually, including smoke and rising damp.

2) Misuse, faulty workmanship or design or the use of faulty materials.

3) The cost of maintenance or routine redecoration.

4) Mechanical or electrical faults or breakdown.

5) Damage caused by storm or flood to gates, hedges or fences.

6) Damage caused by water leaking from
   a) fixed water tanks, apparatus or pipes while your home is unoccupied, unless you keep the home heated throughout or you shut off and drain fixed water tanks, apparatus and pipes; or
   b) swimming pools.

7) Damage caused by subsidence, ground heave or landslip
   a) to domestic tanks, swimming pools, ornamental ponds and fountains, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges or fences, unless the main house is also physically damaged at the same time; or
   b) to solid floors unless the load bearing walls are physically damaged at the same time.

8) Damage caused by coastal or river erosion.

9) Damage while the home does not have enough furniture to be lived in normally, unless the damage is caused by fire, lightning or explosion.

10) The first £1,000 of each claim caused by subsidence or heave of the site on which the buildings stand, or landslip.

11) The first amount of each claim (other than in respect of a claim described in 10) above) as stated against excess in your schedule, other than in respect of the insurance provided by additional cover 7) Emergency access where the excess is nil and £250 in respect of damage by escape of water.
CONTENTS, FINE ART AND VALUABLES

SECTION 2 CONTENTS, FINE ART AND VALUABLES

Your schedule states if this section is in force

What is covered?
We will pay for damage to contents, fine art or valuables anywhere in the world by any cause unless otherwise stated in this policy.

How much we will pay
In respect of contents
We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost.
We will not deduct any amount for wear and tear.
The maximum we will pay in respect of each claim shall not exceed the sum of
1) the sum insured plus
2) 25% of the sum insured on the relevant contents item for loss of rent and cost of temporary accommodation described in additional cover 2) of this section.

In respect of fine art and valuables
1) For specified items individually listed in a specification held by us on the following basis.
   • For fine art, if the item is partially damaged you may decide whether we repair, replace or pay the value of the damaged item.
   • For valuables, if the item is partially damaged we will decide whether we repair, replace or pay the value of the damaged item.
   • If we repair a damaged item we will also pay for any loss in value, provided that the most we will pay in total is the value shown for that item in the specification.
   • If the item is lost or destroyed, we will pay the value shown for that item in the specification.
2) For unspecified items not individually listed in a specification, but included within the amount insured for fine art or valuables on the following basis.
   • We will decide whether we repair, replace or make a cash settlement for any lost or damaged item.
   • If we choose to make a cash settlement we will pay the market value of the item on the date of loss.
   • If we repair it, we will also pay for any loss in value.
   • The most we will pay in total for each incident of loss is the sum insured.
   • If we pay the full sum insured for an item, pair or set we will then have the right to take possession of it.
   • If we recover any of your property after we have paid a claim, we will write to you at your correspondence address shown in the schedule and you can buy it back from us within 60 days. We will charge either
     a) the amount we paid for your claim
     or
     b) the fair market value of the item at the time we recover it whichever is less.

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment we make will take account of the increased value.

The maximum amount payable by us during the period of insurance for any one claim will be as follows unless otherwise stated in this policy.
1) Any individual item or set of valuables £10,000
2) Any individual item or set of fine art gold, silver and gold- and silver-plated items £20,000
3) Deeds, bonds and other personal documents £5,000
4) Rowing boats, dinghies, surfboards and sailboards £5,000
5) Trailers, horseboxes and ride-on mowers £5,000
6) Quad bikes, motorbikes, go-karts and golf buggies £7,500
7) Contents, fine art and valuables in outbuildings and garages £10,000
8) Outdoor items £5,000
9) Contents and fine art left outside other than outdoor items £2,500

We will not pay more than 20% of the sum insured in respect of contents, fine art or valuables whilst kept in any temporary storage facility.

The sum insured in respect of contents, fine art and valuables will not be reduced following payment of a claim provided that you carry out any recommendations we advise you of to prevent further loss.
Additional covers
This section extends to include the following additional covers.

1) Property temporarily at college, university, polytechnic or boarding school
   Damage to contents, fine art and valuables temporarily removed from your home, but within the territorial limits, for the purpose of attending a college, university, polytechnic or boarding school up to
   a) £5,000 for contents; and
   b) £1,000 for fine art and valuables.

   We will not pay for
   a) theft, unless there is forcible and violent entry to or exit from a building; or
   b) damage insured under another insurance policy.

2) Loss of rent and cost of temporary accommodation
   Up to 25% of the sum insured for
   a) rent payable by you or to you; and
   b) the reasonable costs of necessary temporary accommodation for the household, including your domestic pets and horses
   if it is not possible to live in your home as a result of damage insured by this section.

3) Loss of keys
   The cost of replacing necessary locks and keys of;
   a) alarms and safes installed in your home; and
   b) external doors and windows of your home
   following loss or theft of the keys.

4) Freezer contents
   The cost of replacing domestic food in any freezer in your home following spoilage caused by malfunction or rise or fall of temperature in the freezer.

   We will not pay for spoilage resulting from deliberate disconnection by the supply authority of the electricity supply to your home.

5) Metered water and heating oil
   Up to £10,000 for loss of metered water or domestic heating oil following accidental damage to your fixed domestic water or heating installations at your home.

   We will not pay for damage caused while the home is unoccupied.

6) Business contents
   Damage to office equipment that belongs to you or for which you are legally responsible, including business records up to £2,500, used in connection with your business or occupation whilst in your home, provided that this additional cover shall not apply to property otherwise insured.

7) New possessions
   An increase in the amounts insured for contents, fine art and valuables of up to 25% for each category to cover any items you acquire, including any items that are only intended to be in your possession for a short time, such as presents for other people, provided that
   a) you tell us about the new possession within 60 days of acquisition and pay any extra premium required;
   b) this additional cover applies separately to each insured location.
8) **Money and credit cards**

Loss of **money** and **credit cards** anywhere in the world provided that

a) in respect of **money**, we shall not pay more than £2,500; and

b) in respect of **credit cards**, we shall not pay more than £10,000, which shall be restricted to amounts that **you** legally have to pay if **your credit cards** have been used without **your** permission after they have been lost or stolen.

We will not pay for

a) loss of **money**
   i) by mistake in checking change, counting or overpayment; or
   ii) not reported to the police within 24 hours of discovery;

b) loss of **credit cards**
   i) not reported to the police and the issuing authority within 24 hours of discovery; or
   ii) unless **you** have followed all the terms under which the **credit cards** were issued.

9) **Pedal cycles**

**Damage** to pedal cycles anywhere in the world, up to a maximum of £1,000 any one pedal cycle.

We will not pay for

a) accessories, unless the pedal cycle is lost or damaged at the same time; or

b) **damage** while the pedal cycle is
   i) being used for racing;
   ii) being used for business purposes; or
   iii) left unattended when away from **your home**, unless kept in a locked building or securely locked to an immovable object.

10) **Parents’ personal property**

Up to £5,000 for **damage** to the personal property of **your** parents or grandparents whilst within any residential care or nursing home where they are permanently residing.

We will not pay for

a) loss of or **damage** to **money** or **credit cards**; or

b) **damage** as a result of
   i) theft, other than following entry to or exit from the room in which the property is kept by forcible and violent means; or
   ii) any unexplained loss, shortage or disappearance.

11) **Identity fraud**

The following reasonable and necessary expenses **you** have to pay solely as a direct result of an identity fraud.

a) Solicitor’s fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** signature.

b) The cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies.

c) Fees charged when **you** re-apply for a loan that was originally rejected.

d) **Your** lost earnings because **you** have to take time off work to talk to the police, financial institutions or credit agencies.

We will not pay more than £10,000 for any one identity fraud.

For the purpose of this additional cover, "identity fraud" 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.

We will not pay for identity fraud connected with **your** business, profession or occupation.

12) **Personal computer data**

Up to £2,500 for the costs of replacing **your** personal digital music, video and photographs and retrieving **your** personal digital data from **your** computer at **your home** as a result of **damage**.
13) Visitors and domestic staff
Up to £5,000 for damage to personal property belonging to your visitors or domestic staff.

We will not pay for damage to money or credit cards or for property more specifically insured.

14) Fatal accident benefit
In the event of death occurring within 12 months of an injury caused by fire in your home or following assault anywhere in the territorial limits, the following benefits are payable.

a) £50,000 in respect of the death of you or your spouse.

b) £5,000 in respect of the death of any other member of your family permanently residing with you.

15) Death of an artist
An automatic increase in the insured value of any item of fine art by up to 100% if the artist dies during the period of insurance, provided that

a) this uplift will only apply for six months immediately following the death of that artist;

b) you can produce an independent professional valuation or a purchase receipt, which is not more than three years old at the time of any damage;

c) you must be able to prove the increased value if you make a claim for that item; and

d) we will not pay more than £10,000 under this additional cover during any one period of insurance.

16) Defective title
The amount you paid (or the amount insured for in the policy if less) in respect of an item of fine art if, during the period of insurance, someone claims that it 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 provided that

a) you bought the item during the period that the fine art has been insured under this policy;

b) you tell us about the claim during the period of insurance;

c) you made reasonable enquiries about the item’s provenance before you bought it;

d) this additional cover does not apply to any items you inherited or that were given to you.

We will not pay more than £10,000 under this additional cover during any one period of insurance.

17) Acquired disability
Up to £10,000 towards the cost of reasonable and necessary alterations to your home to enable you to live there unassisted if you have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the period of insurance provided that

a) we agree to the alterations and our contribution towards them before the alterations are carried out; and

b) you allow a medical adviser chosen by us to examine you and to see all medical records if we consider it necessary.

18) Emergency access
Damage to your contents, fine art and valuables caused by forced access to deal with a medical emergency or to prevent loss of or damage to your contents, fine art and valuables.

19) Marquees
Up to £20,000 for damage to a marquee and any associated lighting, heating and furnishings that you hire temporarily and are legally responsible for whilst at the address shown in your schedule, provided that such property is not insured elsewhere.

20) Reward
We will pay a discretionary monetary amount up to a maximum of £5,000 to any individual or organisation, other than to you or the police, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in damage insured by this section.
Exclusions to this section

We will pay for the following:

1) **Damage** caused by
   a) wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
   b) dryness or humidity or being exposed to light or extreme temperature, unless the damage is caused by fire or by water leaking from fixed water tanks, apparatus or pipes damaged by frost;
   c) chewing, scratching, tearing, denting or fouling by domestic animals other than the first £2,500 of any damage;
   d) cleaning, repair, renovation, restoration or any similar process; or
   e) anything, which happens gradually, including smoke and rising damp.

2) Misuse, faulty workmanship or design or the use of faulty materials.

3) The cost of maintenance or routine redecoration.

4) Mechanical or electrical faults or breakdown.

5) **Damage** caused by water leaking from
   a) fixed water tanks, apparatus or pipes while your home is unoccupied, unless you keep your home heated throughout or you shut off and drain fixed water tanks, apparatus and pipes; or
   b) swimming pools.

6) **Damage** caused by coastal or river erosion.

7) Sports equipment (other than guns or saddlery) while being used.

8) Quad bikes, motorbikes or golf buggies while being used.

9) Rowing boats, dinghies or sailboards while they are being raced.

10) Theft of any item from an unattended motor vehicle, unless the item is out of sight in the vehicle’s locked glove compartment or locked boot and violence and force are used to enter the vehicle.

11) **Damage** to an item being transported, unless it is adequately packed and secured given the nature of the item and how it is transported.

12) If you let any part of your home to tenants
   a) damage caused deliberately by your tenant; or
   b) theft or attempted theft, unless violence and force are used to enter your home.

13) Loss resulting from you not receiving goods or services you have paid for through any internet website.

14) Property temporarily at college, university, polytechnic or boarding school other than as insured by additional cover 1) herein.

15) The first amount of each claim (other than in respect of a claim described in 10) above) as stated against excess in your schedule, other than in respect of the insurance provided by additional covers 3) Loss of keys, 4) Freezer Contents, 14) Fatal accident benefit and 18) Emergency access where the excess is nil and £250 in respect of damage by escape of water.
SECTION 3 LIABILITY

Your Schedule states if this section is in force

Sub-section 1 – Property owners liability

This sub-section applies only when Section 1 Buildings is in force in your schedule

We will pay for any sum which you shall become legally liable to pay as compensation, plus defence costs and expenses incurred with our consent, in respect of accidental death, bodily injury, illness or disease to any person or accidental damage to property incurred

1) as owner (not occupier) of the buildings and land

2) in connection with any other private residence formerly owned and occupied by you and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability. If Section 1 Buildings of this policy expires or is cancelled, cover under this paragraph 2) shall continue for a period of 7 years in respect only of your home.

Provided that our liability in respect of any occurrence or series of occurrences consequent upon or attributable to one source or original cause shall not exceed the sum of £10,000,000. In addition, we will pay defence costs and expenses incurred with our consent.

We will not pay for liability arising from the following.

1) Accidental death, bodily injury, illness or disease to you or any domestic employee.

2) Accidental damage to property which belongs to you or any domestic employee or for which you or they are legally responsible.

3) The ownership or use of motor vehicles (other than gardening machines) or lifts.

Sub-section 2 – Occupiers, personal and employers’ liability

This sub-section applies only when Section 2 Contents, Fine Art and Valuables is in force in your schedule

We will pay for any sum which you shall become legally liable to pay as compensation, plus defence costs and expenses incurred with our consent, in respect of accidental death, bodily injury, illness or disease of any person; and accidental damage to property arising from

a) the occupation (not ownership) of your home

b) the employment of any domestic employee

c) any other personal capacity anywhere in the world.

Provided that our liability in respect of any occurrence or series of occurrences consequent upon or attributable to one source or original cause shall not exceed the sum of £10,000,000. In addition, we will pay defence costs and expenses incurred with our consent.

We will not pay for liability arising from the following.

1) Accidental death, bodily injury, illness or disease to you.

2) Accidental loss of or damage to property which belongs to you or any domestic employee, or for which you or they are legally responsible.

3) The ownership or use of motorised vehicles other than

a) motorised quad bikes or domestic gardening equipment used within the boundaries of your home;

b) vehicles designed to assist disabled persons that do not require registration for road use;

c) golf carts; or

d) models or toys.

4) The ownership of your home or land or any other buildings or land.

5) The ownership or use of aircraft or watercraft (not sailboards), unless they are models or hand propelled.

6) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
Sub-section 3 – Tenants liability

Sub-section 3 applies only when Section 2 Contents, Fine Art and Valuables is in force in your schedule

We will pay for any sum which you shall become legally liable to pay as compensation, plus defence costs and expenses incurred with our consent, arising out of your tenancy of your home and resulting in damage to buildings at the address shown in your schedule that would be insured under Section 1 Buildings of this policy, regardless of whether or not Section 1 Buildings is in force.

Provided that our liability in respect of any occurrence or series of occurrences consequent upon, or attributable to, one source or original cause shall not exceed the sum of £1,000,000.

Sub-section 4 – Unrecovered court awards

Sub-section 4 applies only when Section 2 Contents, Fine Art and Valuables is in force in your schedule

We will pay for any sum which you have been awarded, but which has not been paid within 3 months of the date of the award, for accidental death, bodily injury, illness or disease or accidental damage to property as insured by sub-section 2 of this section and where we are satisfied that these sums are not recoverable from the party held responsible by the court.

Provided that

1) we will not pay more than £5,000,000 under this sub-section in any one period of insurance; and
2) the award must not be the subject of any appeal.

Exclusions applicable to all sub-sections of this section

We will not pay for liability arising from the following.

1) Any profession, business or your employment other than in respect of farming, including livery, carried out by you on a part-time basis at the address shown in the schedule, provided that any people you employ for this purpose do not work more than 1,000 hours between them during the period of insurance.

2) Any agreement or contract, unless liability would have applied anyway.

3) Liability arising from the passing on of any infectious disease or any virus, syndrome or illness.

4) An award of a court in any country outside the European Union.

5) Accidental death, bodily injury, illness or disease of any employee caused by terrorism, war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, or military or usurped power, other than to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to employees and provided that our maximum liability for any one claim caused by terrorism, war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power shall not exceed £5,000,000.
SECTION 4 FAMILY LEGAL EXPENSES

Your schedule states if this section is in force

Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy 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 brought under paragraph 5 a) of the cover, the date when it is alleged you began the criminal act.
For claims brought under paragraph 6) of the cover, 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.

Geographical limits

1) For paragraphs 1) and 2) of the cover - the European Union, the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia-Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
2) For paragraphs of the cover not referred to in 1) above - the United Kingdom the Channel Islands and the Isle of Man.

Goods

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

Legal expenses

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.

Legal proceedings

The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the geographical limits, including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre action protocol or any mediation or any other alternative dispute procedure within the jurisdiction of a court or other body in the geographical limits.

Nominated representative

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

What is covered

We will pay for the types of claim specified below arising from legal proceedings, provided that
i) we will not pay under this section in respect of any one claim more than £100,000;
ii) the subject of the claim occurred within the geographical limits and the date of occurrence was within the period of insurance; and
iii) we will not pay for more than two claims in any one period of insurance.

1) Personal injury

Claims relating to your death or bodily injury caused by a specific and sudden and unforeseen event for which a third party is at fault.
2) Consumer contracts (including professional negligence)
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 or the sale or supply of privately owned goods by you, provided that:

a) the contract or alleged contract was entered into or, in the case of professional negligence claims only, the loss was first discovered after the commencement of the first period of insurance; and

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.

We will not pay for:

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;

We will not pay for:

a) claims if you are an apprentice, a member of a partnership or are working under a contract for services; or

b) claims relating to the Transfer of Undertakings Protection of Employment Regulations.

4) Employment
Disputes arising from or relating to your contract of employment which can exclusively be heard in an Employment Tribunal.

We will not pay for:

a) claims if you are an apprentice, a member of a partnership or are working under a contract for services; or

b) claims relating to the Transfer of Undertakings Protection of Employment Regulations.

5) Legal defence
The defence of your legal rights:

a) if an event arising out of your work as an employee results in a
   i) prosecution of you in a criminal court; or
   ii) civil action taken against you as an employee 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) if an event results in your prosecution in connection with an offence connected with the use or driving of a motor vehicle.

We will not pay for any claim:

a) relating to parking offences;

b) relating to the driving or use of a motor vehicle by you for which you do not have valid motor insurance; or

c) where you are insured by a more specific insurance policy.

6) HM Revenue & Customs
An extensive examination of you by HM Revenue & Customs into your personal tax affairs.

We will not pay for enquiries:

a) limited to specific aspects of the self-assessment tax return; or

b) where the person under examination is self-employed, a sole trader or the member of a partnership.
7) Attendance expenses
   Your actual loss of salary or wages for the time off work to attend any court or tribunal hearing at the request of the nominated representative or as a defendant of an admitted claim under this section, provided that
   a) such salary or wages are not recoverable from the relevant court, tribunal or other party or payable by your employer without deduction; and
   b) our liability shall not exceed £1,000 for loss of salary or wages in respect of any one claim.

Exclusions to this section
   We will not pay for the following.

1) Reporting of claims
   Any claim reported to us more than 180 days after the date of occurrence.

2) Trade, business or profession
   Any claim arising from any trade, business, profession, employment or services delivered for reward except as provided for under paragraphs 4), 5) and 6) of the cover.

3) Libel or slander
   Any claim relating to written or verbal remarks.

4) Deliberate, dishonest, violent or criminal acts
   Any claim relating to
   a) a cause of action intentionally brought about by you; or
   b) your actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.

5) Previous knowledge
   Any claim of which you were aware, or ought to have been aware, before the inception of this section.

6) Legal expenses not agreed
   Legal expenses incurred
   a) before we 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;
      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.

7) 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.

8) Other insurances
   For legal expenses 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).

9) Fines and penalties
   For fines, damages or other penalties which you are ordered to pay by a court or other authority.

10) Disagreement
    Any claim relating to a dispute with us.
11) Judicial review
Any claim relating to any judicial review, whether within the geographical limits or not.

12) 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.

13) 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.

14) 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.

15) Medical negligence
Any claim for death or bodily injury arising from clinical, medical or dental negligence under paragraphs 1) and 2) of the cover.

16) Leasehold valuation tribunal
Any dispute that is or could be determined by a leasehold valuation tribunal.

Conditions to this section

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 that we agree to 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 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 and/or supporting evidence; and
   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.

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

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. Eventually recovered by you, we will have no liability in respect of legal expenses incurred after such refusal, unless we have given our written consent to the rejection of the offer.

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 legal expenses 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 will 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 legal expenses 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 legal expenses to satisfy our liability under this section.

d) Following receipt of the relevant accounts, orders or award of a court or tribunal for legal expenses 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 legal expenses 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 legal expenses previously paid under this insurance from any other party, such legal expenses must be immediately repaid to us.

**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.

For the purposes of this section, claims are handled on our behalf by MSL Legal Expenses Limited and in the event of an incident that may arise in a claim they should be contacted. Reference to us in this section in relation to the control and handling of any claim you make may refer to either us or MSL Legal Expenses Limited acting on our behalf.

Contact details of MSL Legal Expenses Limited are as follows.

No.1 Lakeside  Cheadle Royal Business Park  Cheadle  Cheshire  SK8 3GW

Telephone No: 01245 396312 and quote Distinguished Homes and your Distinguished Homes policy number.
SECTION 5 HOME EMERGENCY

Your schedule states if this section is in force

Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

Geographical limits The mainland of Great Britain, the Isle of Wight and Northern Ireland.

Home emergency

- Sudden and unforeseen event necessitating immediate corrective action to
  1) prevent loss of or damage to your home;
  2) to make your home safe or secure; or
  3) reduce or prevent exposure of risk to your health or alleviate unreasonable discomfort.

Main heating system

The main domestic hot water or central heating system in your home including pipes which connect components of the system, but not cold water supply or drainage pipes or any work involving a solar heating installation.

Plumbing and drainage

The coldwater supply and drainage system within the boundary of your home and for which you are legally responsible other than pipes
- 1) which connect components of the heating system; or
- 2) for which your water supply or sewerage company are responsible.

What is covered

In the event of a home emergency arising from the incidents described in paragraphs 1) to 7) below, we will arrange for a tradesman to visit your home to carry out a temporary repair, or a permanent repair if it can be carried out during the same visit and would cost no more than a temporary repair.

In addition, we will pay for the costs of a home emergency insured by this section, provided that our liability shall not exceed

i) the call out charge and the cost of up to 2 hours labour;
ii) the cost of parts and materials up to a maximum of £150 (including VAT); and
iii) in all the sum of £500 (including VAT).

1) Roof damage
   Damage to the roof of your home which results in or is likely to result in internal damage.

2) Plumbing and drainage
   Sudden damage to or blockage, breakage or flooding of the plumbing and drainage.

3) Main heating system
   Sudden failure to function of the main heating system.

4) Domestic power supply
   Failure of the domestic electricity or gas supply, but not the failure of the mains supply.

5) Toilet unit
   Impact damage to or mechanical failure of the toilet bowl or cistern in your home, which results in complete loss of function.

6) Home security
   Damage to or the failure of external doors, windows or locks which compromises the security of your home.

7) Lost keys
   Loss of the only available set of keys to your home if you cannot replace them or gain normal access.
Exclusions to this section

We will not pay for the following:

1) Any normal day-to-day maintenance which you should carry out or pay for (such as servicing of heating and hot water systems) or the replacement of parts that tend to gradually wear out over a period of time or need periodic attention such as, but not restricted to
   a) in respect of normal day to day domestic maintenance
      i) burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap;
      ii) slow seepage from joints or gaskets which does not involve a sudden escape of water;
      iii) the results of hard water scaling deposits;
      iv) leaking overflows;
      v) blockage of soil or waste pipes from sinks, basins, bidets, baths or showers;
      vi) blocked or misaligned guttering; or
      vii) flat or tarpaulin roofs.
   b) in connection with a boiler or warm air unit
      i) air locks in the central heating piping;
      ii) malfunctioning of the central heating wall or room thermostats;
      iii) central heating failure to light up after summer shutdown;
      iv) failure of the central heating pump;
      v) failure of zone or changeover valves or energy management systems;
      vi) any claim involving a boiler or warm air unit with an output exceeding 170,000 BTUs capacity;
      vii) replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
      viii) any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturer’s instructions;
      ix) any intermittent or reoccurring fault;
      x) any water pressure adjustments or failure caused through hard water scale or sludge;
      xi) fuel lines including gas leaks;
      xii) any re-lighting of the pilot light (refer to manufacturers handbook);
      xiii) any boiler or system noise; or
      xiv) any radiator valves.

2) The cost of redecorating or cosmetic repairs to parts or equipment in your home.

3) Any claim where your home has been left unoccupied for 30 consecutive days.

4) Any claim arising from your failure to comply with our instructions in respect of the assistance being provided.

5) Any costs incurred before you have notified us of a home emergency.

6) Claims arising from any wilful or negligent act or omission by you.

7) Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.

8) Any claim due to incorrect installation, repair or modification or a design fault.

9) Any claim for equipment that is still under guarantee or warranty from the manufacturer, supplier or installer.

10) Any boiler or warm air unit that is over 10 years old or has not been serviced and maintained by a professional engineer for more than 12 months.

11) Damage caused by frost unless you have taken reasonable precautions to prevent such damage, including action to maintain a temperature within your home of not less than 15 degrees centigrade.

12) The malfunction or blockage of septic tanks, cess pits or fuel tanks.

13) Damage incurred in gaining necessary access to or in reinstating the fabric of your home.

14) Any claims arising out of subsidence, landslip or heave.

15) Any claim related to your failure to purchase or provide sufficient gas, electricity or other fuel source.
16) Any costs incurred where our approved contractor has attended your home but
   a) was unable to gain access or obtain permission to carry out the work; or
   b) no insured loss, damage or fault was found.

17) The first £100 of each and every claim.

18) More than three claims under this section in any one period of insurance.

Conditions to this section

1) Claims must be reported to us as soon as possible and no later than 24 hours after you first become
   aware of the home emergency.

2) You should provide us with a completed claim form within 28 days of receipt, together with any other
   receipts, information or evidence we may reasonably require.

3) You must
   a) maintain the home and all domestic equipment in good condition and carry out or arrange regular
      inspections and preventative maintenance to the fabric and structure of the home;
   b) try to prevent anything happening that may cause a claim; and
   c) take reasonable steps to keep any amount we have to pay as low as possible.

4) We will make every effort to provide the service at all times, but we will not be responsible for any liability
   arising from a breakdown of the service for reasons we cannot control.

5) We will not pay any claim covered under any other policy or any claim that would have been covered by
   any other policy if this section did not exist.

How to make a claim

Incidents must first be notified to us through the home emergency service telephone helpline.

Before requesting assistance you should read through this section to ensure that the incident is covered.

If you wish to use the home emergency service, please call 01245 396322. You will need to advise us of

• your full address and telephone number;
• the nature of the emergency; and
• your Distinguished Homes policy number.

A home emergency operator will arrange for one of our approved contractors to come to your assistance
as soon as possible.

You will be responsible for payment of the contractor’s costs. However, if the incident is covered by the
terms of this section or by the insurance provided by other sections of this policy, you will be able to make a
claim. To enable you to do this, once your call to the home emergency service has ended a claim form will
be sent to you for completion and return.
SECTION 6 HELPLINES

Your schedule states if this section is in force

The services under this section are provided exclusively by MSL Legal Expenses Limited (MSL) through its domestic emergencies, medical information and counselling and legal and tax advice telephone helplines, which 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

Domestic assistance - MSL 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, MSL cannot accept legal responsibility for any consequences resulting from the use of domestic assistance.

Please call 01245 396322 and quote Home Insurance and your Home Insurance policy number.

2) Other helplines

Home assistance - MSL will arrange help following an emergency, such as helping you to run the household following personal injury by finding carers, housekeepers, vets, kennels and similar assistance.

Childcare assistance - MSL will arrange for your children to be looked after in an emergency, such as you having to leave them at home unexpectedly or your usual childminder is taken ill.

You are responsible for paying all fees and charges of the persons who provide you with the assistance referred to above. However, when you have used the domestic assistance service following 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 insurance intermediary or us.

3) Medical information and counselling

Medical information - MSL will provide information over the phone on general health issues and non-diagnostic advice on medical matters, such as allergies and recommended inoculations when going abroad to certain territories.

Counselling - MSL will provide you with a confidential counselling service over the phone, including assistance on how to contact appropriate voluntary or professional services.

4) Legal and tax advice

Legal advice - MSL will provide 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.

Tax advice - MSL will provide you with confidential tax advice over the phone.

For the helplines described above, please call 01245 396302 and quote Home Insurance and your Home Insurance policy number.

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

In order to check and improve service standards, MSL may record your call.
SECTION 7  ANNUAL TRAVEL

Your schedule states if this section is in force.

Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

**Insured person**  
Person(s) named in your schedule as insured under this section.

**Journey**  
A trip outside the United Kingdom undertaken by one or more insured persons for social, domestic and pleasure purposes only of up to 90 consecutive days which commences during the period of insurance. It also includes any trip carried out for social, domestic and pleasure purposes only wholly within the United Kingdom involving a pre-booked flight or a minimum of two nights stay in paid accommodation.

**Permanent disability**  
1) Total and irrecoverable loss of all sight rendering the insured person blind in one or both eyes and being beyond remedy by surgical or other treatment;  
2) loss by physical severance of hand or foot at or above the wrist or ankle or permanent total loss of use of an entire arm, hand, leg or foot; or  
3) permanent total disablement which entirely prevents an insured person from attending any occupation to which they are suited by experience, education or training without prospect of improvement after 12 months of the accident.

What is covered?

1) **Medical, emergency travel, repatriation and associated expenses**

   If an insured person is injured or becomes ill during a journey, we will pay for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.

   **a) Medical expenses**  
The costs incurred outside the United Kingdom for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges, including dental expenses incurred in an emergency for immediate pain relief.

   **b) Emergency travel expenses**  
The extra travel and accommodation expenses incurred by an insured person and up to two people who need to travel to, remain with or escort an insured person back to the United Kingdom if the qualified medical practitioner treating the insured person says this is necessary.

   **c) Repatriation expenses**  
The cost of sending an insured person back to the United Kingdom by the most suitable transport if our medical adviser, in consultation with the qualified medical practitioner treating the insured person, agrees that this is necessary.  
Provided that we will not pay for an insured person to be sent back more than 12 months after the date the insured person was injured or first became ill.

   The most we will pay in respect of the insurance provided by a), b) and c) above arising from injury or illness suffered during any one journey is £10,000,000.

   **d) Funeral expenses**  
If an insured person dies during a journey, we will pay up to £1,500 for funeral expenses abroad or the cost of transporting an insured person's remains back to the United Kingdom.

**Hospital in-patient benefit**
In addition to the above expenses, we will pay up to £20 per day for each complete 24 hour period an insured person has to spend as a hospital in-patient outside the United Kingdom up to a maximum of 365 days.
2) Cancellation, curtailment, missed travel arrangements and travel delay

a) Cancellation and curtailment

We will reimburse an insured person in respect of irrecoverable costs for unused travel and accommodation expenses (including kennel or cattery fees) or rearranged expenses, paid or contracted to be paid, in the event that the original planned journey is cancelled, curtailed or rearranged as a result of

i) an insured person's death, accidental injury or illness;
ii) the death, accidental injury or illness of an insured person's travelling companion or an insured person's (or an insured person's travelling companion's) spouse or partner, close relative or friend, business partner or someone an insured person or an insured person's travelling companion are planning to stay with during the journey;
iii) an insured person or their travelling companion or someone an insured person is planning to stay with during the journey being
   A) put in quarantine or called for jury service or as a court witness;
   B) made redundant, as long as the redundancy qualifies for payment under current law;
   C) required to be in the United Kingdom following a burglary at, or major damage to, their home;
iv) major damage to an insured person's pre-booked accommodation making it impossible for an insured person to stay there;
v) a hi-jack which prevents an insured person from continuing the journey;
vi) the cancellation or delayed departure for 24 hours or more of the scheduled transport on which an insured person is booked to travel because of a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche, accident, mechanical breakdown or bad weather;
vii) an insured person missing the scheduled public transport on which they are booked to travel on their outward journey because they are unable to leave their home in the United Kingdom for 24 hours or more due to snow, flood, earthquake or landslip.

The most we will pay in respect of cancellation, curtailment or rearrangement of any one journey is £25,000.

b) Missed travel arrangements

We will pay an insured person up to £500 for the reasonable extra travel and accommodation expenses that they have to pay to continue or complete their journey if, at any time during a journey, they miss the scheduled public transport on which they are booked to travel because

i) they are prevented from reaching their departure point by a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche or bad weather; or
ii) the transport in which the insured person is travelling to the departure point is involved in an accident or breaks down or because a fellow passenger or crew member is injured or taken ill.

We will not pay for the following.

i) Missed public transport unless the insured person has done everything they can to arrive at the departure point in good time.
ii) Missed travel arrangements or travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the journey was booked.
iii) Missed travel arrangements unless the insured person provides written confirmation from the public transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it.
iv) Missed travel arrangements due to avalanche or landslip, where the journey was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at the intended resort.
v) Extra travel and accommodation expenses where the tour operator has paid for alternative arrangements.

c) Travel delay

If the scheduled public transport on which an insured person is booked to travel at either the start or the end of a journey has been delayed for more than 8 hours because of a strike, riot, civil commotion, fire, flood, earthquake, landslip, avalanche, bad weather, accident or breakdown, we will pay the following amount.

£25 for delay of between 8 and 12 hours.
£50 for delay of between 12 and 24 hours.
£100 for delay of over 24 hours.
We will not pay for travel delay unless the insured person provides written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.

3) Temporary loss of baggage
If an insured person’s baggage is temporarily lost for more than 8 hours on the outward part of a journey, we will pay up to £250 towards the cost of buying or hiring essential and reasonable replacement items.

4) Travel documents
If an insured person loses or accidentally damages their essential travel documents during a journey, we will pay the cost of replacing them and for the reasonable and necessary travel and accommodation expenses an insured person incurs in doing so up to £500.

5) Hi-jack and kidnap
We will pay £100 for each full day up to a maximum of 30 days that any insured person is detained as the result of a hi-jack or kidnap which starts during a journey.

6) Personal accident
If an insured person suffers accidental bodily injury during a journey which directly results within 12 calendar months of the date of the accident in death or permanent disability we will pay

a) £25,000; or
b) £5,000 if the insured person is less than 18 years old at the time of the accident.

We shall not pay for permanent disability to any insured person under more than one of paragraphs 1), 2) or 3).

7) Legal expenses
We will pay an insured person’s (or their legal representatives) legal expenses incurred whilst negotiating for their legal rights to obtain compensation from a third party in respect of an insured person’s death, bodily injury or illness, provided that

a) cover only applies for incidents occurring and notified to us during the period of insurance;
b) a lawyer is not appointed to act for an insured person without our written agreement;
c) in either our or the appointed lawyer’s opinion, it is always more likely than not that the insured person will recover damages;
d) you do not appoint a lawyer to act for you without our written agreement;
e) we shall not be liable for legal expenses incurred before our written acceptance of the claim.
f) the insured person (or their legal representatives) will co-operate with us and an appointed lawyer at all times and provide any information and assistance required; and
g) this cover shall not apply if legal expenses insurance is provided for the incident under Section 4 Family legal expenses of this policy.

We will not pay for the following.

a) More than £25,000 in respect of any claim for one or more insured person’s arising out of a single incident.
b) Any claim against a travel agent, tour operator, transport company, insurer or insurance agent.
c) Any claim against another insured person or travelling companion.
8) Winter sports extension

This extension will only apply if stated as “INSURED” in your schedule.

If an insured person is on a winter sports holiday, we will pay for the following.

a) Ski hire
   Up to £50 per day for a maximum of 10 days for the reasonable cost of hiring replacement equipment if an insured person’s skis, snowboard, poles or boots are damaged, stolen or temporarily lost for more than 8 hours during the journey.

b) Ski package
   If an insured person is unable to ski or snowboard due to illness or an accident arising during a journey and an admissible claim for medical expenses has been agreed under this section for that illness or accident, we will pay up to £200 per week for a maximum of 4 weeks in reimbursement of costs paid or costs the insured person is legally liable to pay which cannot be recovered in respect of the insured person’s own unused ski pass, equipment hire or tuition.

c) Piste closure
   Up to £50 per day up to a maximum of 30 days during any one journey for the reasonable extra travel expenses that has to be paid in order to reach the nearest alternative skiing site if all the winter sports facilities at the insured person’s pre-booked resort are closed during an insured journey and no alternative site is available within an insured person’s ski pass area.

   We will not pay for
   i) piste closure when the insured person is on a journey which starts or ends during the period 1st April to 31st December inclusive in the northern hemisphere, or during the period 1st October to 30th June inclusive in the southern hemisphere.
   ii) piste closure, where the journey was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at the intended resort.

Excess

We will not pay the first £100 of each claim under covers 1) and 2) of this section only.

Exclusions to this section

We will not pay for any claim arising from the following.

1) Any journey if, at the time of booking, you
   a) are suffering or recovering from a serious injury or illness; or
   b) have been advised not to travel for medical reasons.

2) Any journey that
   a) is for the purpose of having medical or surgical treatment;
   b) is booked or made by anyone who is under 16 years old at the start of the journey, unless they are on an organised school trip or are to be accompanied for the whole trip by an adult; or
   c) is booked or made by anyone who is 71 years old or over at the start of the period of insurance.

3) Medical expenses incurred more than 12 months after the date you were injured or first became ill.

4) Cancellation of any journey which is booked more than 12 months before its planned start date.

5) Cancellation or curtailment of any journey because of a medical condition, unless you provide a doctor’s certificate to support your claim.

6) Any claim
   a) for medical expenses arising out of a medical condition which an insured person knew about at the time the journey was booked or begins, unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months and the insured person has not been advised not to travel;
b) arising out of a set of circumstances which the insured person knew about at the time the journey was booked unless you could not reasonably have expected such circumstances to result in a claim;
c) arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery;
d) resulting from any emotional or psychiatric disorder or condition;
e) resulting from the insured person taking or using drugs or controlled substances, other than drugs prescribed by your doctor and used properly;
f) resulting from the insured person committing suicide, deliberately injuring themselves or putting themselves in unnecessary danger, unless trying to save a human life;
g) resulting from any criminal act by an insured person.

7) The cost of any medication an insured person needs and was taking before the start of the journey.

8) Any claim resulting from the insured person taking part in any form of winter sports unless the winter sports extension to this section is stated as “INSURED” in your schedule.

9) Any claim resulting from the insured person taking part in
a) the following winter sports; free-style skiing, ski jumping, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools) or off-piste skiing unless the insured person is accompanied by a suitably experienced guide;
b) the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, or any dive below 30 metres. Any other scuba diving activities are only covered if you
   i) hold the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follow the relevant Club or Association rules and guidelines at all times; or
   ii) dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
c) potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping, white-water rafting unless you are accompanied by a suitably qualified guide in rapids classified grade 3 and below, any kind of race (other than on foot), any endurance test or any other activity which is known to carry an increased risk of personal injury;
d) any sporting activity for gain or reward;
e) armed forces activities including operations, exercises or training;
f) flying as a pilot or any other aerial activities other than travel by air as a passenger.

10) Any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.

Conditions to this section

1) High risk areas
This section will not pay for any claim that occurs in a country that an insured person is visiting against the advice or recommendation of the Foreign & Commonwealth Office unless we give our written permission before you depart.

The Foreign & Commonwealth Office website address is www.fco.gov.uk

2) Claims condition
Your failure to act in accordance with the following may, at our option, result in your claim being invalid.

a) In the event of a circumstance arising which will or may lead you to make a claim under this section, you must notify us of such circumstance as soon as possible after the end of the journey, other than in the event of a medical emergency, when you must act in accordance with condition 3) below.

b) You must provide us with all relevant information and documentation in support of your claim that we reasonably require within 30 days of request.
c) In the event of an insured person suffering injury or illness resulting in a claim under this section, we will not make any payment unless the originals of all receipts and bills in support of the claim have been provided.

d) In the event of a claim involving injury or illness the insured person shall, as often as required and at our expense, submit to examination by a medical practitioner of our choice.

e) We shall be entitled to a post mortem examination at our own expense in the event of the death of an insured person.

3) Emergency claims service

If an injury or illness affecting an insured person arises whilst they are on a journey overseas requiring in-patient hospital treatment, the emergency assistance service must be contacted as soon as possible. Our operator, in conjunction with the attending local practitioner, will co-ordinate the most suitable and practical solution to the medical problem, including the option of repatriation.

We will not have to pay medical and other expenses following injury or illness if the emergency assistance service is not contacted in the above circumstances.

Emergency claims service contact details

Telephone: +44 (0)1245 396245

The service is available 24 hours every day of the year. When calling, please have the following information available.

- Your name and the insured person’s name.
- The telephone or fax number or email address where you can be contacted.
- The nature of the medical emergency.
- Your policy number.

Notification of claims under this section

If you need to notify us of a claim, or of any circumstance that may cause a claim, other than as described in condition 3) above, in the first instance you should contact your insurance intermediary.

Alternatively, you may contact us on 01245 396688.
In the event of an insured person suffering injury or illness resulting in a claim under this section, we will not make any payment unless the originals of all receipts and bills in support of the claim have been provided.

In the event of a claim involving injury or illness the insured person shall, as often as required and at our expense, submit to examination by a medical practitioner of our choice.

We shall be entitled to a post mortem examination at our own expense in the event of the death of an insured person.

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Alternatively, you may contact us on 01245 396688.
TL Dallas & Co Limited is authorised and regulated by the Financial Conduct Authority. Cover is underwritten by Amlin UK Limited, an Appointed Representative of Amlin Underwriting Limited, authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and Prudential Regulatory Authority under reference number 204918.