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## Hiscox Home Insurance Policy wording







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## General terms and conditions

WD-APC-UK-GTC(2)  
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### Introduction

**Thank you for choosing to insure with Hiscox.** Please read this wording, together with any endorsements and the schedule, very carefully.

If anything is not correct, please tell us or your broker as soon as possible.

**We always try to deliver the highest standards of service.** Your views are important to us, so if you feel that our service is below the standard you would expect from Hiscox, please contact us on the phone number shown in your schedule.

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### General definitions

Words shown in bold type have the same meaning throughout this **policy** and are defined below. Any extra definitions are shown in the section to which they apply.

#### Act of terrorism

An act, including using or threatening to use force or violence, which:

1. is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
2. is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

#### Amount insured

The most **we** will pay as shown in the **schedule**.

#### Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

#### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. ongoing operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

#### Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of;
4. cause damage to,

any data or **computer or digital technology**, including but not limited to:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

#### Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

#### European Union

The countries within the European Union.

#### Excess

The amount **you** are required to pay as the first part of each agreed claim.

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<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> <li><b>computer or digital technology</b>; or</li> <li>data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol> <p>This definition does not apply to the Personal cyber section of the <b>policy</b>.</p>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your schedule</b> .
<b>Policy</b>	This insurance document and the <b>schedule</b> , including any <b>endorsements</b> .
<b>Program(s)</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.
<b>Schedule</b>	The document showing <b>your</b> name, <b>your</b> address and <b>your</b> insurance details that <b>we</b> sent <b>you</b> when <b>we</b> accepted this insurance or following any subsequent amendment to <b>your</b> cover, whichever is the more recent.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
<b>We/us/our</b>	The insurer named in the <b>schedule</b> in respect of each section of the <b>policy</b> .
<b>You/your</b>	The policyholder named in the <b>schedule</b> and anyone else identified as 'you/your' in the Special definitions of any section of this <b>policy</b> .

<b>Our promise to you</b>	<p><b>We</b> will:</p> <ol style="list-style-type: none"> <li>cover <b>you</b> in accordance with the terms and conditions of this <b>policy</b> in return for the premium <b>you</b> pay; and</li> <li>pay covered claims as quickly and efficiently as possible.</li> </ol>
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<b>Your promise to us</b>	<p><b>You</b> must:</p> <ol style="list-style-type: none"> <li>take care when providing any information <b>we</b> ask for and ensure that it is true, accurate and complete. Tell <b>us</b> or <b>your</b> broker if this information changes. If <b>you</b> are in any doubt, please talk to <b>us</b> or <b>your</b> broker. <b>We</b> will tell <b>you</b> if a change in information affects <b>your</b> insurance; and</li> <li>comply with the terms and conditions of this <b>policy</b>, including the terms of each section.</li> </ol> <p>If <b>you</b> do not, it may affect the validity of the <b>policy</b>, <b>our</b> ability to pay a claim or the amount <b>we</b> pay in respect of a claim.</p>
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<b>How to make a claim</b>	<p>In order for <b>us</b> to deal with <b>your</b> claim <b>you</b> must:</p> <ol style="list-style-type: none"> <li>tell <b>us</b> or <b>your</b> broker as soon as possible if something has happened which may result in a claim. If a crime has been committed, <b>you</b> must also tell the police as soon as possible;</li> <li>not admit responsibility or make any offer of payment without <b>our</b> prior agreement;</li> <li>send any correspondence regarding a claim to <b>us</b> or <b>your</b> broker if <b>you</b> have one, as soon as <b>you</b> can;</li> <li>give <b>us</b> all the co-operation <b>we</b> need to investigate and resolve <b>your</b> claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents <b>we</b> may reasonably require;</li> </ol>
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5. allow **us** to take over and deal with the defence or settlement of any claim in **your** name, if **you** are being held responsible for causing an injury or damage to property; and
6. allow **us** to start recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment we have suffered as a result of **your** failure to comply with these obligations.

**You** must also comply with any other conditions contained within the specific sections of the **policy**.

## Information you have given us

- |  |   |
|--|---|
| Reasonable care                              | 1. The information <b>you</b> give to <b>us</b> is important as <b>we</b> use this in setting the terms and premium for the <b>policy</b> . <b>You</b> must take reasonable care not to give <b>us</b> information that is untrue, incomplete or inaccurate.  |
| Deliberately or recklessly given information | 2. Occasionally, <b>we</b> are deliberately or recklessly given false information. If this happens <b>we</b> will treat this <b>policy</b> as if it never existed and refuse all claims. <b>You</b> must repay any payments already made by <b>us</b> under the <b>policy</b> and <b>we</b> will not return the premium to <b>you</b> .   |
| Carelessly given information                 | 3. If <b>you</b> acted carelessly when giving <b>us your</b> information, several things could happen: <ol style="list-style-type: none"> <li>a. if <b>we</b> provided insurance cover that <b>we</b> would not otherwise have offered, <b>we</b> will treat this insurance as if it had never existed. If this happens, <b>we</b> will give <b>you</b> back <b>your</b> premium and <b>you</b> must repay any payments already made by <b>us</b> under the <b>policy</b>;</li> <li>b. if <b>we</b> would have insured <b>you</b> on different terms, <b>we</b> will amend this <b>policy</b> retrospectively and apply these amended terms to all claims under the <b>policy</b>, including any claims <b>you</b> have already made; or</li> <li>c. if <b>we</b> would have charged <b>you</b> more premium if <b>you</b> had provided accurate information, <b>you</b> must pay <b>us</b> the difference between the premium <b>we</b> actually charged and the premium <b>we</b> would have charged. <b>We</b> may deduct this amount from any claim payment.</li> </ol> <p>Paragraphs 3. b. and c. above do not apply where:</p> <ol style="list-style-type: none"> <li>i. the information concerned relates to the value of any physical property covered under this <b>policy</b>; and</li> <li>ii. the underinsurance condition in the Your home and personal possessions section applies</li> </ol> |
| Changes to information                       | 4. If there are any significant or material changes during the <b>period of insurance</b> to any information <b>you</b> have given <b>us</b> , <b>you</b> must let <b>us</b> know as soon as possible. This includes anything that could result in any limit within the <b>policy</b> not being sufficient, such as acquiring new property. <b>We</b> may then change the terms of the <b>policy</b> , charge an additional premium or cancel the <b>policy</b> in accordance with the cancellation condition. If <b>you</b> do not tell <b>us</b> about such change, <b>we</b> will be entitled to the remedies set out under 3. a. to c. above with effect from the date of the change. <p><b>You</b> do not need to tell <b>us</b> about any newly acquired property covered under 'New possessions' in the Home and personal possessions section, where <b>you</b> benefit from that additional cover.</p>  |

## Your obligations

**You** must:

1. always try to prevent accident or injury and protect **your** property against loss or damage;
2. keep **your** property in good condition and repair; and
3. arrange for urgent repairs to be undertaken as soon as possible, if such repairs are needed to prevent further damage.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

Full value

**You** must ensure that the **amount insured** represents the full value of the property covered under the **policy**, as set out below:

1. for buildings, the full value is the estimated cost of rebuilding the buildings to the same specification, including fees and expenses involved in the rebuilding. This is not the same as the market value.
2. for tenant's improvement, the full value is the cost to repair or replace as new.
3. for contents, the full value is the current cost as new.
4. for jewellery, watches and valuable items that are not specified individually, the full value is the higher of the replacement cost and the current market value.

If the **amount insured** does not represent the full value, **we** may reduce the amount **we** pay for a claim.

## General conditions

Governing law

1. Unless agreed otherwise in writing, this **policy** is governed by the law, and any disputes in relation to the **policy** will be dealt with in the courts, of the country within the **United Kingdom** in which **your** main residence is situated. If **your** main residence is not in the **United Kingdom**, the law and courts of England and Wales will apply.

The most we will pay

2. When a claim is made, **we** will only ever pay up to the relevant **amount insured**.

Multiple insureds

3. If more than one person is entitled to cover under the **policy**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one such person. Unless **you** have advised **us** otherwise, **we** will pay each person named in the **schedule** their respective share of such claim.

Fraudulent claims

4. If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:
  - a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
  - b. tell **you** that **we** are terminating **your policy** and back-date the termination to the date of the fraud, dishonesty or exaggeration;
  - c. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and
  - d. not return any premium.

If **we** have paid any claims after the date of any fraud, dishonesty or exaggeration, **you** must pay **us** back.

Third parties

5. No third party will have any right, or be able to enforce any term of this **policy**, under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act.

Cooling-off

6. a. If for any reason **you** feel that this **policy** is not right for **you**, **you** can cancel the **policy** within 15 days of insuring with **us**. If **you** have not made a claim, **we** will return **your** premium in full.

Cancellation by you

- b. **You** can cancel the **policy** by notifying **us** at any time. If **you** cancel after the first 15 days and have not made a claim, **we** will return a pro-rata proportion of **your** premium.

**We** will never charge **you** a fee for cancelling the **policy**.

Cancellation by us

7. a. **We** may cancel this **policy**, but **we** will only do so for a valid reason and only after giving **you** at least 30 days' notice, which will be sent by recorded post to the

correspondence address shown in **your schedule**.

This does not apply to the Motor physical damage or Motor third-party liability sections of the **policy**, where applicable.

- b. If **we** cover **you** under the Motor physical damage or Motor third-party liability sections of the **policy**, **we** may cancel those sections by giving **you** 14 days' notice, which will be sent by recorded post to the correspondence address shown in **your schedule**.

If **we** cancel the **policy** or any section of the **policy** for any reason, **we** will return a pro-rata proportion of **your** premium, provided **you** have not made a claim.

- |                               |   |
|-------------------------------|---|
| Premium instalments           | 8. If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 15 days after the due date, <b>we</b> may cancel the <b>policy</b> . <b>We</b> will contact <b>you</b> before <b>we</b> cancel <b>your policy</b> in order to give <b>you</b> the opportunity to pay any premium due to <b>us</b> . If the <b>policy</b> is cancelled, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b> . <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.   |
| Renewal                       | 9. <b>We</b> will write to <b>you</b> or <b>your</b> broker if <b>you</b> have one, at least 21 days in advance of <b>your</b> renewal date with <b>our</b> offer to renew, or to give <b>you</b> plenty of time to make other arrangements if <b>we</b> are unable to renew <b>your policy</b> . The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance which, unless <b>you</b> have advised <b>us</b> otherwise, will automatically proceed if <b>you</b> continue to pay <b>your</b> premium. Where <b>we</b> have agreed to collect this premium automatically, <b>we</b> will continue to do so unless <b>you</b> tell <b>us</b> differently. If <b>you</b> do not wish to renew <b>your</b> insurance please let <b>us</b> know before the renewal date of <b>your policy</b> . |
| Premium payment               | 10. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium due to <b>us</b> .<br><br>If <b>you</b> make a claim under the <b>policy</b> , <b>we</b> will keep the premium that is due to <b>us</b> . If <b>you</b> pay <b>your</b> premium by instalment <b>we</b> will ask <b>you</b> to either continue paying <b>your</b> premium by instalment or <b>we</b> may deduct any outstanding instalment from any claim payment <b>we</b> have agreed to make.   |
| Cover under multiple sections | 11. Where <b>you</b> , or anyone else entitled to cover under the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.  |

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## What is not covered

The following exclusions apply to the whole of **your policy**. There are more specific exclusions which are shown in the sections to which they apply.

**We** do not cover any claim, loss, damage or liability:

- |                           |  |
|---------------------------|--|
| Deliberate acts           | 1. arising out of a deliberate or dishonest act by <b>you</b> or anyone acting on <b>your</b> behalf.  |
| Terrorism                 | 2. directly or indirectly due to: <ul style="list-style-type: none"> <li>a. biological or chemical contamination; or</li> <li>b. any failure in the supply of gas, water, electricity or phone service to <b>your home</b>;</li> </ul> which is caused by an <b>act of terrorism</b> . |
| Nuclear and radiation     | 3. directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.   |
| War                       | 4. directly or indirectly due to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.   |
| Confiscation by authority | 5. directly or indirectly due to <b>your</b> property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.   |



Other insurance

6. that would be covered under another insurance if this **policy** did not exist. However, **we** will pay the amount exceeding the cover available under that other insurance.

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## Claims promise

**We** pride ourselves on offering a service that is fast, efficient and helpful. Please let **us** know if **we** do not pay **your** claim within four working days after receiving **your** acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up-to-date.

**We** can only keep this promise if **your** bank is in the **United Kingdom** and if **you** give **us** **your** bank details at the time **you** accept **our** offer. **We** can then transfer the money into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

## Your home and personal possessions

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**Your schedule** will show an amount or use the word 'covered' to indicate if **your building, outbuildings and other structures, contents, art and collections** and **jewellery, watches and valuable items** are covered by this section of the **policy**.

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

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### Special definitions for this section

#### Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability all of which belong to **you** or for which **you** are legally responsible, including:

1. furniture;
2. paintings, drawings, etchings, prints and photographs;
3. tapestries and rugs;
4. manuscripts;
5. porcelain and sculptures;
6. stamps or coins;
7. gold, silver and gold- and silver-plated items;
8. clocks and barometers;
9. books;
10. wine;
11. dolls and toys;
12. memorabilia;
13. medals and militaria;
14. furs and guns.

**We** do not include **jewellery, watches and valuable items** and any items which are business property within this definition.

#### Building

The principal structure at each address shown in **your schedule**, and the following items within the grounds of **your home** at the same address:

1. items that are fixed to and form part of such structure;
2. domestic fixed fuel tanks;
3. solar panels attached to such structure and used for domestic purposes;
4. underground service pipes, cables, drains and sewers that are attached to such structure; and
5. walls, gates, hedges, fences, paths, terraces, driveways and patios:
  - a. that are attached to or immediately servicing such structure; or
  - b. that are shared with **outbuildings and other structures**;

which belong to **you** or for which **you** are legally responsible.

**We** do not include within this definition any **outbuildings and other structures** or any structure, or part of a structure, used for any business activity other than clerical and administrative work or **incidental farming** carried out by **you** or on **your** behalf at **your home**.

<b>Contents</b>	<p>Household goods, clothing and personal property, all of which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>We</b> do not include within this definition:</p> <ol style="list-style-type: none"> <li>1. <b>money</b>, bank cards or <b>jewellery, watches and valuable items</b>;</li> <li>2. more than the <b>amount insured</b> for <b>art and collections</b> as stated in the Contents section of <b>your schedule</b>; or</li> <li>3. any item used for any business activity, other than office furniture, equipment and supplies used in the <b>home</b>.</li> </ol>
<b>Domestic employee</b>	<p>Any person working for <b>you</b> in connection with domestic duties or <b>incidental farming</b> duties who is:</p> <ol style="list-style-type: none"> <li>1. employed by <b>you</b> under a contract of service; or</li> <li>2. self-employed and working on a labour-only basis under <b>your</b> control or supervision.</li> </ol>
<b>Drone</b>	<p>Any remotely controlled unmanned aerial vehicle which is not used for commercial purposes and which belongs to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>We</b> do not include within this definition any unmanned aerial vehicle that exceeds seven kilograms in weight or such other weight stipulated by the Air Navigation Order 2009, or similar or successor legislation, as constituting a small unmanned aircraft.</p>
<b>Heave</b>	<p>The upward movement of the ground beneath the <b>building</b> or <b>outbuildings and other structures</b> as a result of the expansion or swelling of the subsoil.</p>
<b>Home</b>	<p>The private residence at the address shown in <b>your schedule</b> including the <b>building</b> and <b>outbuildings and other structures</b> at the same address, but not the <b>personal possessions</b>.</p>
<b>Incidental farming</b>	<p>Farming, including livery (looking after horses), carried out by <b>you</b> on a part-time basis at the address shown in the <b>schedule</b>, as long as any people <b>you</b> employ for this purpose do not work more than 1,000 hours between them during the <b>period of insurance</b>.</p>
<b>Jewellery, watches and valuable items</b>	<p>Jewellery, watches, gemstones, krugerrand, gold bullion or precious metals held as commodities which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p>
<b>Landslip</b>	<p>Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.</p>
<b>Money</b>	<p>Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings stamps and certificates, premium bonds or other negotiable documents.</p>
<b>Normal settlement</b>	<p>The downward movement of the ground beneath the <b>building</b> or <b>outbuildings and other structures</b> as a result of the soil being compressed by the weight of such structure.</p>
<b>Outbuildings and other structures</b>	<p>Any permanent structure within the grounds of <b>your home</b> which is not attached to the <b>building</b> and which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>1. those structures other than the <b>building</b> used for domestic, clerical and administrative or <b>incidental farming</b> purposes;</li> <li>2. greenhouses;</li> <li>3. garages used for domestic purposes;</li> <li>4. swimming pools;</li> <li>5. wind turbines used for domestic purposes;</li> <li>6. hard tennis courts; and</li> <li>7. all terraces, patios, driveways, footpaths, walls, gates, hedges and fences connected to such structures, other than those shared with the <b>building</b>.</li> </ol> <p><b>We</b> do not include within this definition, any structure or part of a structure used for any business activity other than clerical and administrative work or <b>incidental farming</b> carried out by <b>you</b> or on <b>your</b> behalf at <b>your home</b>.</p>

<b>Personal possessions</b>	<b>Art and collections, contents, jewellery, watches and valuable items</b> all of which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Subsidence</b>	The downward movement of the ground beneath the <b>building</b> or <b>outbuildings and other structures</b> other than by <b>normal settlement</b> .
<b>Unfurnished</b>	The <b>home</b> is not furnished with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.
<b>You/your</b>	Also includes all permanent members of <b>your</b> household, including <b>domestic employees</b> who live in the <b>home</b> .

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## What is covered

Home	If <b>your schedule</b> includes cover for <b>your home</b> , <b>we</b> will cover the <b>home</b> at the addresses <b>shown in the schedule</b> against physical loss or physical damage which happens during the <b>period of insurance</b> .
Alternative accommodation	If <b>your home</b> cannot be lived in because of: <ol style="list-style-type: none"> <li>1. physical loss or physical damage <b>we</b> have agreed to pay;</li> <li>2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting <b>you</b> from accessing <b>your home</b>. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to <b>your home</b>; or</li> <li>3. a local authority or emergency service issuing an instruction to leave <b>your home</b> or prohibiting <b>you</b> from accessing <b>your home</b> which lasts for more than 24 hours in a row,</li> </ol> <b>we</b> will also cover the reasonable costs for alternative accommodation and any ground rent <b>you</b> have paid or are obliged to pay for the period <b>your home</b> cannot be lived in. This includes accommodation for <b>your</b> horses and domestic pets.
Personal possessions	If <b>your schedule</b> includes cover for <b>your personal possessions</b> , <b>we</b> will cover them against physical loss or physical damage which happens during the <b>period of insurance</b> whilst at <b>your home</b> and whilst temporarily removed from <b>your home</b> for no longer than 60 consecutive days anywhere in the world.
Loss of keys	If <b>you</b> lose the keys to outside doors, windows, safes and alarms of <b>your home</b> during the <b>period of insurance</b> , <b>we</b> will pay the cost of changing the locks.
Garden restoration costs	<b>We</b> will cover the reasonable and necessary costs <b>you</b> incur to restore <b>your</b> garden if it is damaged during the <b>period of insurance</b> . If rubbish and waste material has been deposited without <b>your</b> permission on <b>your</b> land at the address shown in <b>your schedule</b> during the <b>period of insurance</b> , <b>we</b> will also pay the reasonable and necessary cost of its removal.
<b>Additional covers for your home</b>	If <b>we</b> insure <b>your home</b> , <b>we</b> will also provide <b>you</b> with the following cover up to the corresponding <b>amount insured</b> :
Selling your home	If <b>you</b> are selling <b>your home</b> or any part of <b>your home</b> covered by this section of the <b>policy</b> , <b>we</b> will cover the <b>home</b> or the relevant sold part for the buyer against physical loss or physical damage <b>we</b> have agreed to pay, which happens during the <b>period of insurance</b> . Cover will start from the time <b>you</b> exchange contracts to the time the sale is complete. The other additional covers do not apply to this cover.
Tracing a leak	<b>We</b> will pay the costs incurred to find and access the point of escape of a: <ol style="list-style-type: none"> <li>1. domestic heating fuel leak within <b>your home</b> or a water leak from <b>your</b> permanent plumbing or heating system which is likely to cause damage to the <b>building, outbuildings or other structures</b> or <b>your personal possessions</b>; or</li> <li>2. water leak from the underground service pipes for which <b>you</b> are legally responsible which service and are located outside of the <b>home</b> but at the address shown in <b>your schedule</b>.</li> </ol>

**We** will also pay the cost to make good any damage caused by the above work.  
The leak must happen during the **period of insurance**.

#### Building works

**We** will cover the building works, materials and supplies for use on any work to extend, renovate or build **your home** in the **United Kingdom** against physical loss or physical damage which happens during the **period of insurance**. **We** will only cover such works, materials and supplies which belong to **you** or for which **you** are legally responsible while located within the grounds of **your home**.

**You** must tell **us** if the estimated or quoted value of the above building work is more than £75,000 at least 30 days before the work starts and before **you** enter into any contract for the works.

If the value of **your** building work is more than £75,000 several things could happen. **We** may:

1. amend the terms of this **policy**;
2. cancel **your policy** in accordance with the cancellation condition; or
3. require **you** to pay more for **your** cover.

If **you** do not tell **us** of the above building work and **we** provided insurance cover that **we** would not otherwise have offered, in addition to 1 to 3 above, **we** may:

1. amend the cover retrospectively and apply these amended terms to all claims under the **policy**; and
2. treat the **policy** as if it had been cancelled by **us** in accordance with the cancellation condition on the date **you** should have told **us** about the works, if **we** can demonstrate that **we** would have cancelled the **policy** when **we** were told about the works.

If this happens, **we** will give **you** back any premium **you** have paid for any period after the effective date of cancellation and **you** must repay any payments made by **us** under the **policy** relating to any loss or damage after that date.

If **we** do any of the above **we** will write to **you** explaining why this is happening.

**We** will not pay for loss or damage if **you** have waived **our** right to take proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** would have made under this **policy**.

#### Additional covers for personal possessions

If **we** insure **your personal possessions** **we** will also provide **you** with the following cover up to the corresponding amount insured:

#### Increased cost of working

**We** will pay **you** for the extra necessary and reasonable costs of continuing the clerical and administrative work that **you** carry out in **your home** during the time **your** work is interrupted, if:

1. there is an accidental failure in the supply of the utility services to **your home** which lasts for more than 24 hours in a row during the **period of insurance**; or
2. **your home** or its **contents** suffer physical loss or physical damage **we** have agreed to pay.

This cover will start from the date of the interruption to utility services or physical loss or physical damage and will continue until **you** are able to start work in **your home**, but for no longer than 12 months.

#### Metered water and heating oil

**We** will cover **you** against the accidental loss of metered water or domestic heating fuel from **your** fixed heating fuel tank, apparatus or pipes which occurs during the **period of insurance**.

#### Money

**We** will cover **your money** against physical loss or physical damage which happens anywhere in the world during the **period of insurance**.

**We** do not cover loss of or damage to any electronic, online or crypto currency, including Bitcoin, even where such currency exists in physical form.

#### Retrieving data

**We** will pay the costs involved in retrieving **your** personal data from the computer in **your home** or from **your** other personal electronic devices which have suffered physical damage **we** have agreed to pay.

Students' belongings

**We** will cover the **personal possessions** of permanent members of **your** household in full time education against physical loss or physical damage covered under this section which happens during the **period of insurance** while they are studying away from **home**.

**We** do not cover theft or attempted theft of **personal possessions** located within a building unless violence and force are used to enter or leave the building.

Tenants' improvements

**We** will cover:

1. the fixtures and fittings and interior decorations which are fixed to and form part of the structure of **your home** against physical loss or physical damage which happens during the **period of insurance**; and
2. the costs incurred to:
  - a. find and access the point of escape of a domestic heating fuel leak within **your home**; or
  - b. find a water leak from **your** permanent plumbing or heating system,
 which happens during the **period of insurance** and is likely to cause damage to the fixture and fittings and interior decorations described in 1. above. **We** will also pay the cost to make good any damage caused by such work.

This cover applies where **you** do not own or are not responsible for insuring the buildings of **your home**.

**What is not covered**

**We** do not cover:

1. loss of or damage caused by:
  - a. wear and tear, rust, rot, fungus or mould, **normal settlement** or anything which happens gradually;
  - b. cleaning, repair, renovation, restoration or any similar process;
  - c. pollution or contamination;
  - d. storm or flood to gates, fences, wind turbines, hedges, lawns, plants or trees. This exclusion shall not apply to damage caused by falling trees and the cost of removing a fallen tree in order to carry out repairs on such property;
  - e. freezing of water in fixed water tanks, apparatus and pipes while **your home** is not being lived in for more than 60 days in a row during the months of October through to April. This exclusion shall not apply if **your home** is constantly heated to a temperature of at least ten degrees centigrade during these months;
  - f. **subsidence, heave or landslip**:
    - i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges, fences or wind turbines, unless the main house is also physically damaged at the same time; or
    - ii. to solid floors unless the load bearing walls are physically damaged at the same time;
  - g. moths, insects, rats, mice, squirrels, rodents or other vermin.
2. the cost of removing an infestation from **your home**.
3. faulty workmanship or design, or the use of unsuitable or faulty materials.
4. mechanical or electrical faults or breakdown.
5. loss or damage caused by coastal or river erosion.
6. damage caused by flood, storm, **subsidence, heave or landslip** to any normally submerged or partially submerged structure. However, this exclusion does not apply to the main **buildings** at the **home**.
7. loss caused by **you** not personally receiving goods or services **you** have paid for.
8. loss of or damage to an item being transported unless it is adequately packed and

- secured well enough given the nature of the item and how it is transported.
9. loss or damage from, in or on any unattended vehicle unless the vehicle is locked, the windows are closed and insured items are completely hidden from view.
  10. loss or damage to ride on lawn mowers unless **you** keep them in a locked building when not in use.
  11. loss or damage to bicycles left unattended away from **your home** unless:
    - a. i. secured through the frame by a suitable lock to a securely fixed purpose-built motor vehicle roof rack or cycle rack; and
    - ii. the vehicle to which such roof rack or cycle rack is fixed is locked and windows closed;
    - b. locked to a fixed structure; or
    - c.. located within a locked building.
  12. motorised vehicles and their accessories other than quad bikes, motor bikes under 51cc, electric bikes, e-scooters, golf buggies, domestic gardening equipment, mobility scooters and wheelchairs.
  13. watercraft and their accessories, other than sail boards and surfboards.
  14. rowing boats, dinghies or sail boards while being raced.
  15. aircraft other than a **drone**. However, **we** do not in any event cover loss or damage arising out of any **drone** flown:
    - a. in any controlled airspace;
    - b. within an aerodrome traffic zone;
    - c. at a height of more than 120 metres above the surface; or
    - d. in any race.
  16. sports equipment, quad bikes, motor bikes electric bikes, e-scooters, or golf buggies while being used, caravans, trailers or marquees.
  17. land, water or animals.
  18. if **you** let any part of **your home** to a lodger:
    - a. loss or damage caused deliberately by **your** lodger; or
    - b. theft or attempted theft unless violence and force are used to enter or leave the **building or outbuilding and other structures**.
  19. any **building or outbuilding and other structures** used for any business activity other than **incidental farming** or work of a clerical and administrative nature.
  20. **personal possessions** used for any business activity. This exclusion shall not apply to furniture and office equipment where **your** business activity is of a clerical and administrative nature only.
  21. electronic data.
  22. the cost of maintenance or routine redecoration.
  23. any property belonging to visitors or **domestic employees** insured elsewhere.
  24. loss or damage to **unfurnished homes** other than by fire, lightning or explosion.
  25. damage to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:
    - a. a **cyber attack** or fear or threat of a **cyber attack**;
    - b. a **hacker** or fear or threat of a **hacker**;
    - c. **computer or digital technology error**;
    - d. **social engineering communication**; or
    - e. the item's digital connectivity to any other item of **computer or digital technology**

which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack**, **hacker**, **computer or digital technology error** or **social engineering communication**.

## How much we will pay

Excess	<p><b>Your schedule</b> will show <b>you</b> the maximum amount <b>we</b> will pay for each agreed claim, along with any limits for any item, pair or set. This amount will be shown as an <b>amount insured</b>.</p> <p><b>We</b> will not pay the cost of preparing a claim.</p>
Building	<p><b>We</b> will pay the cost of repairing or reinstating the damaged <b>building</b> and <b>outbuildings or other structures</b> including the required fees, costs and expenses agreed by <b>us</b>, which are reasonably and necessarily incurred in the repair or reinstatement of the damaged <b>building</b> and <b>outbuildings or other structures</b>. <b>We</b> will normally expect <b>you</b> to have repairs carried out, but if <b>you</b> and <b>we</b> agree that it is not reasonable to do this, <b>we</b> will pay <b>you</b> an amount <b>we</b> both consider is fair.</p> <p><b>We</b> will not pay the cost of complying with any government or local authority requirement if:</p> <ol style="list-style-type: none"> <li>1. <b>you</b> received notice of the requirement before the damage happened; or</li> <li>2. the <b>building</b> or <b>outbuildings or other structures</b> were not originally built in line with any government and local authority regulation in force at that time.</li> </ol>
Contents	<p>For <b>your contents</b>, <b>we</b> will decide whether to repair or replace the item or pay <b>you</b> the replacement cost. <b>We</b> will not deduct anything for wear and tear.</p>
Tenants' improvements	<p>For tenants' improvements <b>we</b> will decide whether <b>we</b> repair or replace damaged parts.</p>
Art, collections, jewellery, watches and valuable items	<p>For <b>art and collections</b> and <b>jewellery, watches and valuable items</b>, <b>we</b> will decide whether <b>we</b> repair, replace or pay the market value on the date the loss happened.</p>
Under insurance	<p>Occasionally <b>we</b> find that the values declared to <b>us</b> for <b>contents</b> which are not covered on an unlimited basis, <b>art and collections</b> and <b>jewellery, watches and valuable items</b> do not represent the amount it would cost to replace all of the items <b>you</b> own or are legally responsible for. If this happens <b>we</b> will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance <b>we</b> will divide the <b>amount insured</b> by the current replacement cost and multiply this figure by the amount of the agreed claim.</p> <p><b>We</b> will only apply this calculation if <b>we</b> find that the values given to <b>us</b> are less than 75% of the current replacement cost. The calculation will apply both to the <b>amount insured</b> for individually listed items and, where relevant, to the overall <b>amount insured</b>.</p>
Loss in value	<p>If <b>we</b> repair a damaged item, <b>we</b> will also pay for any loss in value based on its current market value. It is <b>your</b> responsibility to prove the loss in value.</p>
Pairs and sets	<p>If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment <b>we</b> make will take account of the increased value.</p>
Full payment	<p>If <b>we</b> pay the full value for an item, pair or set, <b>we</b> will then have the right to take possession of it.</p>
Recovered item	<p>If <b>we</b> recover any item after <b>we</b> have paid a claim, <b>we</b> will write to <b>you</b> at <b>your</b> correspondence address shown in the <b>schedule</b> and <b>you</b> can buy it back from <b>us</b> within 60 days. <b>We</b> will charge <b>you</b> the lesser of:</p> <ol style="list-style-type: none"> <li>1. the amount <b>we</b> paid for the claim; or</li> <li>2. market value of the item at the time <b>we</b> recover it.</li> </ol>

## Your obligations

### Drones

**You** must ensure that:

1. **you** or the person in charge of the **drone** maintain direct, unaided visual contact with it sufficient to monitor its flight path in relation to other aircraft, persons, vehicles, vessels and structures;
2. no item, either with or without a parachute, is dropped from the **drone** so as to endanger persons or property; and
3. **you** or the person in charge of the **drone** only fly it if reasonably satisfied that the flight can safely be made.

If **you** do not and **we** can demonstrate that the amount of any loss has been increased, **we** will reduce the amount **we** pay by the amount of any detriment caused.

## Your legal liabilities

WD-APC-UK-LB(2)  
18773 06/21

This section covers **you** for **bodily injury** and **property damage** claims made against **you** by others. It does not cover **your** liability arising out of the use or ownership of a motor vehicle.

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

### Special definitions for this section

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Domestic employee</b>	Any person working for you in connection with domestic duties or <b>incidental farming</b> duties who is: <ol style="list-style-type: none"> <li>employed by <b>you</b> under a contract of service; or</li> <li>self-employed and working on a labour-only basis under <b>your</b> control or supervision.</li> </ol>
<b>Incidental farming</b>	Farming, including livery (looking after horses), carried out by <b>you</b> on a part-time basis at the address shown in the <b>schedule</b> , as long as any people <b>you</b> employ for this purpose do not work more than 1,000 hours between them during the <b>period of insurance</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property, including the resulting loss of use of such property.
<b>You/your</b>	Also includes all permanent members of <b>your</b> household, including <b>domestic employees</b> who live in the <b>home</b> .

### What is covered

Claims against you	<p><b>We</b> will cover any claim made against <b>you</b> for compensation arising from any:</p> <ol style="list-style-type: none"> <li><b>bodily injury</b>; or</li> <li><b>property damage</b>;</li> </ol> <p>occurring during the <b>period of insurance</b> anywhere in the world.</p> <p><b>We</b> will also cover the costs and expenses <b>we</b> agree to in advance to defend the claim.</p>
<b>Additional cover</b>	<p><b>We</b> will also provide <b>you</b> with the following cover up to the corresponding <b>amount insured</b>.</p>
Newly acquired land in the United Kingdom	<p><b>We</b> will cover <b>your</b> liability as owner of any land <b>you</b> acquire in the <b>United Kingdom</b> during the <b>period of insurance</b>, for <b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>, provided that:</p> <ol style="list-style-type: none"> <li>the land has not been acquired for property development, farming activities or any business pursuits;</li> <li>there are no buildings on the acquired land; and</li> <li><b>you</b> notify <b>us</b> within 60 days of the acquisition and pay any additional premium <b>we</b> require.</li> </ol> <p><b>We</b> will also cover the costs and expenses <b>we</b> agree to in advance to defend the claim.</p>
Unpaid damages	<p>If, within three months, <b>you</b> have not received the full amount of any damages and assessed costs awarded to <b>you</b> in a personal capacity during the <b>period of insurance</b> by any court of law within the <b>United Kingdom</b> for <b>bodily injury</b> or <b>property damage</b>, <b>we</b> will pay <b>you</b> the amount <b>you</b> are owed. <b>We</b> will only do this if:</p>

1. the incident giving rise to the **bodily injury** or **property damage** did not occur in the course of any business activity, profession or occupation;
2. **we** would have covered **your** liability if **you** had caused the **bodily injury** or **property damage**; and
3. **you** are not waiting for an appeal on the judgment.

If **you** receive any damages after **we** have paid **you** for them, **you** must return that amount to **us**.

Cyber claims

**We** will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

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## What is not covered

**We** do not cover:

- |                                    |  |
|------------------------------------|--|
| Limitations in North America       | 1. <b>your</b> liability for any act or incident which happens in the United States of America or Canada if <b>you</b> have been in either or both of those countries for more than 90 days in total during the <b>period of insurance</b> .   |
| Your own property                  | 2. <b>your</b> liability for loss of or damage to property which belongs to <b>you</b> or is in <b>your</b> or <b>your</b> employee's care, other than physical damage to property for which <b>you</b> are legally liable to the owner as a tenant.   |
| Contractual liability for premises | 3. <b>your</b> liability as owner of any premises, which arises under contract or agreement, unless <b>you</b> would have been liable in the absence of the contract or agreement.   |
| Rectifying defects                 | 4. <b>your</b> liability for the cost of putting right any fault or alleged fault with any building, under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, including any similar or successive legislation.   |
| Other land or buildings            | 5. <b>your</b> liability arising out of: <ol style="list-style-type: none"> <li>a. owning, occupying, using or possessing any land or building not at the address in the <b>schedule</b>, other than:           <ol style="list-style-type: none"> <li>i. damage to property for which <b>you</b> as tenant are legally liable to the owner;</li> <li>ii. any liability in respect of property previously occupied by <b>you</b>, where liability arises under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, or any similar or successor legislation; or</li> <li>iii. any land covered under Additional cover, Newly acquired land in the United Kingdom;</li> </ol> </li> </ol> |
| Revenue generating activities      | <ol style="list-style-type: none"> <li>b. revenue generating activities, other than letting <b>your home</b>, <b>incidental farming</b> and clerical and administrative work <b>you</b> carry out in <b>your home</b>;</li> <li>c. passing on any infectious disease or any virus, syndrome or illness. However, this does not apply to <b>your</b> liability to any <b>domestic employee</b>;</li> </ol>  |
| Mechanically propelled vehicles    | d. any mechanically propelled vehicle, other than quad bikes, motorbikes under 51cc, electric bikes, e-scooters, golf buggies, domestic gardening equipment, mobility scooters and or wheelchairs provided that such items are being used in accordance with all applicable laws and regulations. However, <b>we</b> will not in any event cover any liability for which <b>you</b> are obliged to hold insurance under any compulsory motor insurance laws, rules or regulation;  |
| Racing of vehicles                 | e. any mechanically propelled vehicle whilst involved in racing, rallies, trials, pace-making or speed testing in any prearranged or organised event or any track use;   |
| Aircraft                           | f. any aircraft, other than a <b>drone</b> . However, <b>we</b> do not in any event cover <b>your</b> liability arising out of any <b>drone</b> flown: <ol style="list-style-type: none"> <li>i. in any controlled airspace;</li> <li>ii. within an aerodrome traffic zone;</li> </ol>   |

- iii. at a height of more than 120 metres above the surface; or
  - iv. in any race;
- Watercraft g. any watercraft other than rowing boats, dinghies, sail boards and surfboards;
- Animals h. any animal, other than **incidental farming** livestock, horses, cats or dogs which are not labelled as a 'specially controlled dog' under the Dangerous Dogs Act 1991 or any similar or successor legislation; or
- Contracts i. any contract, unless **you** would have been legally liable if the contract had not existed.
- Pollution and contamination 6. **your** liability from pollution or contamination of air, water or soil unless this was caused by an accident during the **period of insurance** in the country in which **your home** is situated and:
- a. **you** tell **us** about the accident as soon as possible but no later than 60 days after the end of the **period of insurance**; and
  - b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutant or contaminant.
- Business activities 7. **your** liability arising out of:
- a. the provision of any goods or services; or
  - b. **you** or **your** employees doing anything for or to a third party for a fee.
- Fines and penalties 8. liability for fines or penalties, or for damages intended to punish or make an example of **you**.
- Exclusions if you have employees** If **you** have employees, the following extra exclusions apply to **your** liability to them:
- We** do not cover:
- 1. **your** liability arising out of:
    - a. work **your** employees do for **you**, other than clerical and administrative work **you** carry out in **your home**, domestic duties relating to **your home** and gardens or **incidental farming** duties;
    - b. work **your** employees do in the United States of America or Canada after they have been in either or both countries for 90 days in total during the **period of insurance**; or
    - c. **bodily injury** which is, or should be, payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with or due to employment; or
  - 2. amounts **you** legally have to pay after a judgment or award from courts outside the **European Union**, the **United Kingdom** or Gibraltar. This also applies to the enforcement of such awards in courts in the **European Union**, the **United Kingdom** or Gibraltar.

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## How much we will pay

- We** will pay up to the corresponding **amount insured** for each actual or threatened claim.
- Costs and expenses In addition to the **amount insured**, **we** will pay the costs and expenses **we** agree to in advance to defend a covered claim.
- If a payment greater than the **amount insured** has to be paid for a covered claim, the amount **we** will pay for costs and expenses will be limited to the proportion the **amount insured** bears to the amount paid in respect of the claim.
- Claims arising from the same incident The most **we** will pay for any one act, incident, claim or unrecovered court award is the **amount insured**.
- All claims and losses which arise from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim, however many of **you** may be legally liable and regardless of the number of claims actually made.

**Special limits**

The most **we** will pay for claims arising from each of the following is the corresponding **amount insured**:

- |                             |   |
|-----------------------------|---|
| Drones                      | 1. the use, possession or ownership of any <b>drone</b> ;   |
| Employees                   | 2. <b>bodily injury</b> to any employee of <b>yours</b> ;   |
| Defective Premises Act      | 3. <b>your</b> liability under any defective premises legislation;  |
| Pollution and contamination | 4. pollution and contamination; and   |
| Motorised items             | 5. quad bikes, motorbikes under 51cc, electric bikes, e-scooters, golf buggies, domestic gardening equipment, mobility scooters and or wheelchairs. |

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**Your obligations**

## Drones

**You** must ensure that:

1. the person in charge of any **drone** maintains direct, unaided visual contact with it sufficient to monitor its flight path in relation to other aircraft, persons, vehicles, vessels and structures;
2. no item, either with or without a parachute, is dropped from any **drone** so as to endanger persons or property; and
3. the person in charge of any **drone** only flies it if reasonably satisfied that the flight can safely be made.

If **you** do not, **we** will not make any payment for any claim arising directly or indirectly due to the use of any **drone** if **we** can establish that **your** failure to comply with the obligations caused or contributed to the event giving rise to the claim.

## Family legal protection

WD-APC-UK-LEGHM(2)  
18782 06/20

**Your schedule** will indicate if **your policy** includes this section.

The General terms and conditions, except for 'How to make a claim', and the following terms and conditions all apply to this section. What to do when **you** have a claim under this section is set out below.

To make sure **you** get the most from **your** cover, it will help if **you** keep the following points in mind:

How we can help	<p><b>You</b> can phone <b>us</b> at any time on the number shown in <b>your schedule</b> to receive legal advice or to make a claim under this section. When phoning, please tell <b>us your policy</b> number. <b>We</b> will ask <b>you</b> about <b>your</b> legal dispute and if necessary call <b>you</b> back at an agreed time to give <b>you</b> legal advice. If <b>your</b> dispute needs to be dealt with as a claim under this section, <b>we</b> will provide <b>you</b> with a claim reference number. At this point <b>we</b> will not be able to confirm that <b>you</b> are covered but <b>we</b> will pass the information <b>you</b> have given <b>us</b> to <b>our</b> claims handling teams, and explain what to do next.</p> <p>If <b>you</b> prefer to report <b>your</b> claim in writing or by email <b>you</b> can send it to <b>our</b> claims department at the address shown in <b>your schedule</b>.</p>
When we cannot help	Please do not ask for help from a solicitor or accountant before <b>we</b> have agreed. If <b>you</b> do, <b>we</b> will not pay the costs involved.

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### Special definitions for this section

The following extra definitions apply to this whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Home and personal possessions sections of this **policy**.

Appointed representative	The <b>preferred law firm</b> , law firm, accountant or other suitably qualified person <b>we</b> will appoint to act on <b>your</b> behalf.
Costs and expenses	<ol style="list-style-type: none"> <li>All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>us</b> in accordance with <b>our Standard Terms of Appointment</b>.</li> <li>The costs incurred by opponents in civil cases if <b>you</b> have been ordered to pay them, or <b>you</b> pay them with <b>our</b> agreement.</li> </ol>
Standard terms of appointment	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim. Where a law firm is acting as an <b>appointed representative</b> the hourly rate is shown in <b>your schedule</b> . This amount may vary from time to time.
Date of occurrence	<ol style="list-style-type: none"> <li>For civil cases (except under Insured incident 6 – tax protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> first became aware of it).</li> <li>For criminal cases, the date of occurrence is when <b>you</b> began or are alleged to have begun to break the criminal law in question.</li> <li>For Insured incident 6 – tax protection, the date of occurrence is when the HM Revenue &amp; Customs first notifies in writing the intention to make enquiries.</li> </ol>
Preferred law firm	A law firm or barristers' chambers <b>we</b> choose to provide legal services.
Reasonable prospects	For civil cases, the prospects that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.
Territorial limit	<ol style="list-style-type: none"> <li>For Insured incident 3 – bodily injury: anywhere in the world.</li> <li>For all other Insured incidents: the <b>United Kingdom</b>.</li> </ol>
You/your	The insured named on the <b>schedule</b> .

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**Extra conditions**

1. **You** must:
  - a. keep to the terms and conditions of this **policy**;
  - b. try to prevent anything happening that may cause a claim;
  - c. take reasonable steps to avoid incurring unnecessary costs;
  - d. send everything **we** ask for, in writing; and
  - e. give **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
2.
  - a. On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
  - b. If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
  - c. If **you** choose a law firm as **your appointed representative** who is not a preferred law firm, **we** will give **you** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to **our standard terms of appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is the hourly rate shown in **your schedule**. This amount may vary from time to time.
  - d. The **appointed representative** must co-operate with **us** at all times and must keep **us** up-to-date with the progress of the claim.
  - e. **You** must give the **appointed representative** any instructions that **we** ask **you** to.
  - f. **You** must co-operate fully with **us** and the **appointed representative**.
3.
  - a. **You** must tell **us** if anyone offers to settle a claim.
  - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
  - c. **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
4. **You** must:
  - a. instruct the **appointed representative** to have costs and expenses taxed, assessed or audited, if **we** ask for this; and
  - b. take every step to recover **costs and expenses**, that **we** have to pay and must pay to **us** all such **costs and expenses** that are recovered.
5. If an **appointed representative** refuses to continue acting for **you** with good reason or if **you** dismiss an appointed representative without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.
6. If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and **we** will be entitled to reclaim from **you** any costs and expenses paid by **us**.
7. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.
8. **We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle.

The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages, obtain any other legal remedy that **we** have agreed to or make a successful defence.

9. In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
10. For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this **policy**, **we** must agree that **reasonable prospects** exist.

## What is covered

**We** agree to provide **you** with the insurance in this section, as long as:

- a. the premium has been paid;
- b. the **date of occurrence** of the insured incident is during the **period of insurance** and within the **territorial limit**;
- c. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**;
- d. **reasonable prospects** exist for the duration of the claim.

## How much we will pay

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the corresponding **amount insured**.

The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is the hourly rate shown in **your schedule**. This amount may vary from time to time.

## What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside **our standard terms of appointment** and these will not be paid by **us**.

## Insured incidents we will cover

Insured incident 1 –  
employment disputes

**We** will pay **costs and expenses** for **your** legal rights following a dispute relating to **your** contract of employment.

**We** will not pay for any claim relating to the following:

1. disciplinary hearings or internal grievance procedures;
2. any claim relating solely to personal injury;
3. a settlement agreement while **you** are still employed.

Insured incident 2 –  
contract disputes

**We** will pay **costs and expenses** for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

1. the buying or hiring in of any goods or services; or
2. the selling of any goods;

provided that:

- a. the amount in dispute is more than £100;
- b. **you** have entered into the agreement during the **period of insurance**.

**We** will not pay for any claim relating to the following:

1. a contract regarding **your** trade, profession, business or employment.
2. a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional advisor in connection

with these matters.

3. the settlement payable under an insurance policy. However, **we** will cover the reasonable and necessary costs **you** incur in a dispute with **your** insurer, if **your** insurer refuses **your** claim.
4. any loan, mortgage, pension, investment or borrowing.

Insured incident 3 –  
bodily injury

**We** will pay **costs and expenses** for **your** legal rights following a specific or sudden accident that causes **your** death or bodily injury to **you**.

**We** will not pay for any claim relating to the following:

1. any illness or bodily injury which happens gradually.
2. defending **your** legal rights, but defending a counter-claim is covered.
3. psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.
3. clinical negligence.

Insured incident 4 –  
clinical negligence

**We** will pay **costs and expenses** for **your** legal rights where it is alleged that accidental death or bodily injury to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

**We** will not pay for any claim relating to the following:

1. the alleged failure to correctly diagnose **your** condition.
2. psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

Insured incident 5 –  
property protection

**We** will pay **costs and expenses** for **your** legal rights in a civil action or arrange mediation for a dispute relating to material property **you** own (including **your home**) following:

- a. any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
- b. any legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your home** or some right over, or in connection with it) or trespass, provided that **you** are responsible for the first £250 of any claim.

**We** will not pay for:

1. any claim relating to the following:
  - a. a contract entered into by **you**;
  - b. any building or land other than **your home**;
  - c. someone legally taking **your home** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** by any government or public or local authority unless the claim is for accidental physical damage;
  - d. work done by any government or public or local authority unless the claim is for accidental physical damage;
  - e. **subsidence** caused by mining.
2. defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.

Insured incident 6 –  
tax protection

**We** will pay **costs and expenses** to represent **you** in any appeal proceedings in respect of an enquiry by HM Revenue & Customs into **your** personal tax affairs if the enquiry resulted from **your** work as an employee.

**We** will not pay for:

1. any claim relating to or arising from **your** business or profession.
2. any investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Insured incident 7 –  
legal defence

**We** will pay **costs and expenses** to defend **your** legal rights:

1. if an event arising from **your** work as an employee leads to:

- a. **you** being prosecuted in a court of criminal jurisdiction;
  - b. civil action being taken against **you** under any discrimination legislation; or
  - c. civil action being taken against **you** under data protection legislation.
2. if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We** will not pay any claim:

1. relating to parking offences.
2. relating to the driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.
3. resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

Insured incident 8 –  
jury service and  
court attendance  
expenses

**We** will cover **your** absence from work:

- a. to attend any court or tribunal at the request of the **appointed representative**.
- b. to perform jury service.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

**We** will not pay any claim if **you** are unable to prove **your** loss.

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## What is not covered

**We** do not cover the following:

1. any incident or matter arising before the start of this **policy**.
2. any costs and expenses incurred before **our** written acceptance of a claim.
3. fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
4. any incident intentionally brought about by **you**.
5. any claim relating to **your** alleged dishonesty or alleged violent behaviour.
6. any claim relating to written or verbal remarks which damage **your** reputation.
7. a dispute with an insurer shown in **your** schedule not otherwise dealt with under extra condition 7 above.
8. **costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
9. any legal action **you** take which **we** or the appointed representative have not agreed to, or where **you** do anything that hinders us or the appointed representative.
10. any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
11. a claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or **we** consider our position has been prejudiced.
12. any claim where **you** are not represented by a law firm, barrister or tax expert.

## Home emergency

WD-APC-UK-HEM(2)  
18780 03/20

This home emergency section of **your policy** gives **you** 24-hour assistance in **your home** which is located within the **United Kingdom** if **you** suffer one of the incidents described in the insured events section below. **Your schedule** will indicate if **your policy** includes this home emergency section.

The General terms and conditions, except for 'How to make a claim', and the following terms and conditions all apply to this section. If **you** need to make a claim, please refer to 'How we can help' below.

To make sure **you** get the most from **your** cover, please take time to read this section which explains when **we** can help and when **we** can't.

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### How we can help

Once **you've** checked that **your** emergency is an insured event as described below, it's important that **you** tell **us** about it as soon as **you** can. Please call the home emergency phone number in **your schedule**. If **we** accept **your** claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

1. carry out a temporary repair (or a permanent repair if this is no more expensive); or
2. take other action, such as isolating a leaking component or gaining access to **your home**.

At all times **we** will decide the best way of providing help.

When **you** phone **us** **we** will ask **you** to confirm:

1. **your** name and **your home** address including postcode;
2. the nature of the problem.

**Our** phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

**We** ask that **you** don't arrange for a contractor yourself because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at **home** when **our** contractor arrives.

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### When we cannot help

**We** will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

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### Special definitions for this section

The following extra definitions apply to the whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Home and personal possessions sections of this **policy**.

#### Emergency assistance

The amount shown in **your schedule** for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation** and replacement boiler costs.

#### Home

The private residence at the address shown in **your schedule** including the **building** and the **outbuildings and other structures** at the same address.

#### Hotel accommodation

The cost of hotel accommodation for **you**, including transportation, if **your home** remains uninhabitable following an insured event.

#### Main heating system

The main hot-water or central-heating system in **your home**. This includes pipes that connect components of the system.

<b>Plumbing and drainage</b>	The cold-water supply and drainage system in the boundary of <b>your home</b> and for which <b>you</b> are legally responsible.
<b>Vermin</b>	<ol style="list-style-type: none"> <li>1. Wasps' and/or hornets' nests;</li> <li>2. rats;</li> <li>3. mice;</li> <li>4. grey squirrels;</li> <li>5. flies;</li> <li>6. cockroaches;</li> <li>7. bees; or</li> <li>8. ants.</li> </ol>
<b>You/your</b>	The person(s) named in the <b>schedule</b> and all permanent members of that person's household including <b>domestic employees</b> who live in the <b>home</b> .

**Extra conditions**

If any cost covered under this section is also covered by any maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of the claim.

This section is not a maintenance contract. It does not cover the cost of day to day maintenance for which **you** are responsible.

**We** will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

**We** will make every effort to provide the services described in this section at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.

If **you** would like to arrange a central heating boiler service at **your** expense, please contact **us** on the 24-hour home emergency line and advise the operator of **your** requirements, making it clear **you** are not making a claim under this **policy** for an emergency.

All permanent repairs are guaranteed for 12 months.

**You** must maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**.

**What is covered**

**We** agree to cover the costs of:

1. **emergency assistance** following an insured event described below; and
2. **hotel accommodation** if **your home** remains uninhabitable overnight following an insured event described below;

provided that:

1. such insured event is sudden, unexpected and requires immediate corrective action to:
  - a. prevent damage or further damage to **your home**; or
  - b. make **your home** secure; or
  - c. relieve unreasonable discomfort, risk to health or difficulty to an **insured person**;
2. such insured event happens during the **period of insurance**.

If **we** are unable to cover **your** claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. The terms of such a service are a matter for **you** and the supplier.

For situations that could result in serious risk to **you** or substantial damage to **your home you** should immediately contact the fire, ambulance or police service.

If you think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**.

If there is an emergency relating to another service such as the mains water or electricity supply, **you** should contact **your** supplier.

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## Insured incidents

Roof damage	Any physical damage to the roof of <b>your home</b> where internal physical damage has been caused or is likely.
Plumbing and drainage	Physical damage to, or blockage, breakage or leaking of, the drains or plumbing system that <b>you</b> are responsible for within the legal boundaries of <b>your home</b> . <b>We</b> do not cover pipes for which <b>your</b> water supply or sewerage company are responsible.
Heating failure	The failure of the <b>main heating system</b> in <b>your home</b> . <b>We</b> do not cover cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.
Power supply failure	The failure of the domestic electricity or gas supply, in the boundaries of <b>your home</b> . <b>We</b> do not cover the failure of the mains supply.
Toilet unit	Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet, or toilets in <b>your home</b> .
Home security	The failure of or physical damage to external doors, windows or locks resulting in <b>your home</b> becoming insecure.
Keys	The only available set of keys to <b>your home</b> is lost, stolen or damaged and <b>you</b> can't replace them, or can't gain normal access to <b>your home</b> .
Vermin	An infestation by <b>vermin</b> in <b>your home</b> which prevents the use of the loft or one or more rooms in <b>your home</b> .

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## How much we will pay

Contractors expenses	<b>We</b> will arrange and pay, up to the <b>emergency assistance</b> limit shown in <b>your schedule</b> , for a contractor to take action for each insured event.
Hotel accommodation	<b>We</b> will pay up to £150 (including VAT) per night, including transport costs, for a maximum of three consecutive nights if <b>your home</b> remains uninhabitable overnight following an insured event. <b>You</b> must send <b>us</b> all relevant invoice(s) before <b>we</b> will reimburse <b>you</b> . The decision on whether <b>your home</b> is uninhabitable will take into account whether it would be fair and reasonable for <b>you</b> to remain in <b>your home</b> .
Contribution for replacement boiler	If the total estimated cost of <b>our</b> contractors' labour and replacement parts required to repair <b>your</b> boiler exceeds the <b>emergency assistance</b> limit shown in <b>your schedule</b> , or if the parts are not available, <b>we</b> will not repair <b>your</b> boiler, but <b>we</b> will pay £250 contribution towards the cost of a replacement boiler.

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## What is not covered

	<b>We</b> do not cover:
Unoccupied homes	The costs of an incident that happens when <b>your home</b> has been left unoccupied for 60 or more consecutive days.
Costs we haven't agreed	The costs incurred by <b>you</b> before <b>we</b> have accepted a claim.
Home maintenance	The costs of normal day-to-day <b>home</b> maintenance that <b>you</b> should carry out or pay for, such as servicing of heating and hot water systems.
Communal areas	The costs of an incident that would require <b>us</b> to undertake repairs or any other remedial action to: <ol style="list-style-type: none"> <li>shared or communal areas of a property; or</li> <li>any shared fixtures and fittings, facilities or services outside the legal boundary of <b>your home</b>.</li> </ol>

Nobody at home	The costs incurred where <b>our</b> contractor has attended at an agreed time but nobody aged 18 or over was at <b>your home</b> .
Replacement appliances	The costs, or any contribution towards the costs, of replacing a storage heater or any other heating or domestic appliance. This does not apply to replacement boiler costs.
Repair is uneconomical	The costs of any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.
Failure to carry out previously recommended repairs	The costs of an incident which happens because <b>you</b> failed to carry out work or repairs that <b>you</b> were advised to undertake which would've meant the incident didn't happen.
Risk to health and safety	The costs of an incident that cannot be resolved safely by <b>our</b> contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
Incorrect installation or repairs	The costs of an incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.
Damage caused during repairs	Damage caused by gaining access to carry out repairs.
Main supplies	The costs of an incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or <b>your</b> failure to buy or provide enough gas, electricity or other fuel.
Connected homes	The failure of, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.
Septic tanks, cess pits and fuel tanks	The costs of an incident arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks.
Subsidence, landslip and heave	The costs of an incident arising from <b>subsidence, landslip or heave</b> .
Cyber	The costs of an incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber-attack.
Indirect losses	Any losses that are not directly covered by this section of the <b>policy</b> e.g. time taken off work or replacement carpet damaged by a leak.

## Travel

WD-APC-UK-TRAV(3)  
18776 07/21

**Your schedule** will indicate if **your policy** includes this section.

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

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### Special definitions for this section

<b>Accidental bodily injury</b>	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the <b>insured trip</b> .
<b>Hijack</b>	The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which <b>you</b> are travelling.
<b>Insured peril</b>	A strike, riot, civil commotion, fire, flood, earthquake, tsunami, volcanic activity, landslip, avalanche, bad weather, accident or mechanical breakdown directly or indirectly affecting the vehicle in which <b>you</b> are travelling.
<b>Insured trip</b>	<p>A trip which takes place during the <b>period of insurance</b> and is expected to last for no longer than the period shown in the <b>schedule</b>. Trips to the United States of America or Canada are limited to the corresponding period shown in the <b>schedule</b>.</p> <p>If <b>your</b> trip continues beyond the period shown in the <b>schedule</b>, <b>we</b> will continue to provide cover but only in the following circumstances:</p> <ol style="list-style-type: none"><li>1. <b>you</b> are involved in a <b>hijack</b> or <b>kidnap</b> during <b>your</b> trip. <b>We</b> will then extend <b>your</b> trip for up to an extra 12 months while <b>you</b> are being held. No extra premium will be due for this extended period of cover; or</li><li>2. <b>you</b> cannot end <b>your</b> trip as originally planned because of circumstances beyond <b>your</b> control. <b>We</b> will then extend cover for <b>your</b> trip for up to an extra 30 days. No extra premium will be due for this extended period of cover.</li></ol> <p>The trip starts from the time <b>you</b> leave <b>your</b> home in the <b>United Kingdom</b> during the <b>period of insurance</b> and ends at the earlier of:</p> <ol style="list-style-type: none"><li>1. the time <b>you</b> arrive back at <b>your</b> home in the <b>United Kingdom</b>; or</li><li>2. the expiry date of the <b>period of insurance</b>. If any trip continues beyond the expiry date of the <b>period of insurance</b> <b>we</b> will continue to cover <b>you</b> but only if <b>you</b> have renewed this insurance with <b>us</b>.</li></ol>
<b>Kidnap</b>	The illegal taking and holding captive of <b>you</b> by people who then demand a <b>ransom</b> as a condition of <b>your</b> release.
<b>Loss of eye</b>	Permanent and total loss of sight in an eye.
<b>Loss of limb</b>	Permanent and total loss of use of an arm, hand, foot or leg.
<b>Permanent total disablement</b>	<p>Physical disablement which totally prevents <b>you</b> from working in <b>your</b> usual occupation, which lasts continuously for 12 calendar months and which at the end of that period, in the opinion of a qualified medical practitioner approved by <b>us</b>, is without prospect of improvement.</p> <p>If <b>you</b> do not have a full-time occupation, physical disablement which lasts continuously for 12 calendar months and is of such severity that it is improbable that <b>you</b> will ever be able to have gainful employment, other than employment specifically reserved for the disabled.</p>
<b>Ransom</b>	Cash or marketable goods or services surrendered or to be surrendered by <b>you</b> or on <b>your</b> behalf to meet a <b>kidnap</b> demand.
<b>You/your</b>	<ol style="list-style-type: none"><li>1. Those people named in the <b>schedule</b> for travel cover; and</li></ol>

2. any minors accompanying a person in 1. above on a single trip, provided that they are 16 years old or younger and do not permanently reside at **your** main home.

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## What is covered

### Medical emergency travel and repatriation expenses

#### Medical expenses

1. If **you** are injured or become ill during an **insured trip**, **we** will reimburse **you** for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.

- a. 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. This includes dental expenses incurred in an emergency for immediate pain relief.

**We** will also cover medical expenses, as described above, which are incurred within:

- i. the Channel Islands, provided **you** are permanently resident in England, Scotland, Wales or Northern Ireland; or
- ii. England, Scotland, Wales or Northern Ireland provided **you** are permanently resident on the Channel Islands.

**We** will not cover:

1. dental expenses other than those which are incurred in an emergency for immediate pain relief;
2. any costs or expenses incurred more than 12 months after the date **you** were injured or first became ill;
3. medical expenses arising out of a medical condition:
  - i. which **you** knew about at the time the **insured trip** was booked or began;
  - ii. for which **you** are awaiting tests or the results of such tests when **you** booked or began the **insured trip**; or
  - iii. for which **you** are scheduled to undergo treatment for such condition when **you** booked or began the **insured trip**;

unless the condition is normally stable, under control and **you** have not been required to have more than one check-up or in-patient treatment, or emergency medical care in the preceding 12 months.

#### Emergency travel expenses

- b. The extra travel and accommodation expenses incurred by **you** and up to two people who need to travel to **you**, remain with **you** or escort **you** home to the **United Kingdom** if the qualified medical practitioner treating **you** says this is necessary.

#### Repatriation expenses

- c. The cost of sending **you** back to the **United Kingdom** by the most suitable transport if **our** medical adviser in consultation with the qualified medical practitioner treating **you** agrees that this is necessary.

**We** will not pay for **you** to be sent back more than 12 months after the date **you** were injured or first became ill.

#### Hospital in-patient benefit

- d. **We** will pay the amount shown in the **schedule** for each complete 24-hour period **you** have to spend as a hospital in-patient outside the **United Kingdom**. This is in addition to any amount paid for medical, emergency travel and repatriation expenses.

Hospital in-patient benefit is intended to contribute towards any reasonable incidental costs while **you** are in hospital. These costs include but are not limited to telephone calls, subsistence meals and drinks.

#### Funeral expenses

- e. If **you** die during the **insured trip**, **we** will pay for funeral expenses abroad or the cost of transporting **you** back to the **United Kingdom**. This is in addition to any amount paid for medical and emergency travel expenses.

### Cancellation and curtailment

2. **We** will cover cancellation and curtailment as described below if a booked trip is cancelled or an **insured trip** is cancelled or cut short as a direct result of any of the following circumstances happening during the **period of insurance**:

- a. **your** death, accidental injury or illness;

- b. the death, accidental injury or illness of **your** travelling companion or **your** or **your** travelling companion's spouse or partner, close relative, fiancée or fiancé, business partner or someone **you** or **your** travelling companion are planning to stay with or conduct business with during the **insured trip**;
- c. the death of a close friend;
- d. **you**, **your** travelling companion or someone **you** are planning to stay with or conduct business with during the **insured trip** being:
  - i. put in quarantine;
  - ii. called for jury service or as a court witness;
  - iii. made redundant, as long as the redundancy qualifies for payment under current law; or
  - iv. required to be in the **United Kingdom** following a burglary at or major damage to their home;
- e. major damage to **your** pre-arranged accommodation making it impossible for **you** to stay there;
- f. a **hijack** or **kidnap** which prevents **you** from starting or continuing the **insured trip**;
- g. the cancellation or delayed departure for 24-hours or more of the scheduled transport on which **you** are booked to travel because of an **insured peril**; or
- h. **you** missing the scheduled transport on which **you** are booked to travel on **your** outward journey because **you** are unable to leave **your** home in the **United Kingdom** for 24-hours or more or complete **your** journey due to heavy snow, flood, landslip, earthquake or severe storm. However, **you** must ensure that **you** have done everything **you** reasonably can to arrive at the departure point in good time.

If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

**We** will also cover cancellation as described below if **you** have to cancel an **insured trip** within the 48-hours prior to **your** scheduled date of departure, as a direct result of specific travel advice from:

- a. any regional, local, devolved, state or national governmental body or government official, provided that the advice applies to **you** at the address shown as **your** main residence in **your schedule**;
- b. the World Health Organization; or
- c. any government officials of the country to which **you** are travelling,

which is in force at any time during such 48-hour period, warning against travelling to that country or part of that country for health or safety reasons.

However, **we** will not give this cover:

- i. if such travel advice or warning was given before **you** booked the **insured trip**; or
- ii. for any **insured trip** booked before the start of **your** travel cover with **us** where such travel advice or warning existed at the start of the period of insurance of the first year of **your** travel cover with **us**.

All cover under this section ends at the expiry date of the **period of insurance** if **you** do not renew **your** travel insurance with **us**.

#### Missed travel arrangements

- 3. **We** will pay **you** for the reasonable and necessary extra travel and accommodation expenses that **you** have to pay to continue or complete **your** journey if at any time during an **insured trip** **you** miss the scheduled transport on which **you** are booked to travel because:
  - a. **you** are prevented from reaching its departure point as a result of an **insured peril**; or
  - b. a fellow passenger or crew member on the transport in which **you** are travelling is injured or taken ill.

**We** will not make any payment for:

- a. missed scheduled transport unless **you** have done everything **you** reasonably can to arrive at the departure point in good time.
- b. missed travel arrangements:
  - i. due to a strike or industrial action which existed or for which advance warning

had been given before the date on which the **insured trip** was booked;

- ii. unless **you** provide written confirmation from the transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it;
- iii. due to avalanche or landslip where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at **your** intended resort.

**Travel delay**

4. If the scheduled transport on which **you** are booked to travel at either the start or the end of an **insured trip** has been delayed for more than eight hours because of an **insured peril**, **we** will pay the amount shown in the **schedule** for the period of delay. This benefit is intended to contribute towards reasonable costs which include but are not limited to telephone calls, subsistence meals and drinks and essential toiletries.

**We** will not make any payment for:

- a. 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 **insured trip** was booked; or
- b. travel delay, unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.

**Enforced extended stay**

5.

Extra accommodation

- a. **We** will reimburse **you** for the reasonable extra accommodation expenses which are reasonably and necessarily incurred by **you** if the departure date of the scheduled transport on which **you** are booked to travel at the end of an **insured trip** has been delayed for longer than 24-hours as a direct result of an **insured peril** or is confirmed in writing by the travel company or travel operator to be delayed for such period.

**We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.

Extra travel expenses

- b. **We** will reimburse **you** for the reasonable extra travel expenses which are necessarily incurred by **you** in order to return home at the end of an **insured trip** if the departure date of the scheduled transport on which **you** are booked to travel has been delayed for longer than 72-hours as a direct result of an **insured peril** or is confirmed in writing by the travel company or travel operator to be delayed for such period.

**We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.

**Temporary loss of baggage**

6. If **your** baggage is temporarily lost for more than eight hours from the time of arrival on **your** outward journey **we** will pay towards the cost of buying or hiring essential and reasonable replacement items.

**Travel documents**

7. If **you** lose or accidentally damage **your** essential travel documents during an **insured trip**, **we** will pay the cost of replacing them and reimburse **you** for the reasonable and necessary travel and accommodation expenses **you** incur in doing so.

**Hi-jack and kidnap**

8. **We** will pay the amount shown in the **schedule** for each complete day that **you** are detained as the result of a **hijack** or **kidnap** which starts during an **insured trip**.

**Sports activity**

9. **We** will cover the following:

Equipment hire

- a. **We** will pay the reasonable cost of hiring replacement equipment if **your** golf clubs, pedal cycles or scuba equipment are accidentally damaged, stolen or temporarily lost for more than eight hours during the **insured trip**.

Sports package

- b. If **you** are unable to cycle, scuba dive or play golf due to illness or an injury during an **insured trip** and **you** have made a claim for medical expenses under this section for that illness or injury, **we** will pay for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused green fees, equipment hire, excursion, tuition or guide.

**Personal accident**

10. **We** will pay **you** the benefit shown in the **schedule** if **you** suffer **accidental bodily injury** during an **insured trip** which directly results in **your** death, **loss of limb**, **loss of eye** or

**permanent total disablement** within 12 calendar months of the date of the accident.

**Additional cover**

**We** will also provide **you** with the following additional cover up to the corresponding **amount insured**.

- |                                  |  |
|----------------------------------|--|
| Cruise cover – missed port       | <p>1. <b>We</b> will pay if <b>your</b> scheduled port visit is cancelled due to adverse weather or timetable restrictions.</p> <p><b>We</b> will not make any payment for:</p> <ul style="list-style-type: none"> <li>a. any claim arising from <b>your</b> ship's failure to put people ashore due to the mechanical or operations failure of the ship's tender;</li> <li>b. any claim where a monetary amount has been offered to <b>you</b> by the ship or tour operator; or</li> <li>c. any claim where <b>you</b> do not have written confirmation from <b>your</b> carrier or tour operator confirming <b>your</b> scheduled port visit was cancelled.</li> </ul>   |
| Cruise cover – cabin confinement | <p>2. <b>We</b> will pay for each full day that <b>you</b> are confined by the ship's medical officer to <b>your</b> cabin as a result of medical reasons during <b>your insured trip</b>.</p> <p><b>We</b> will not make any payment for confinement unless the confinement was confirmed to <b>you</b> in writing by the ship's medical officer.</p>   |
| Motor excess waiver              | <p>3. <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>a. the reimbursement of the accidental damage or theft excess applied to <b>your</b> car hire insurance if the hire vehicle is stolen, damaged or involved in an accident during the rental period; and</li> <li>b. the cost of replacing rental car keys if these are lost, stolen, or damaged during the rental period, this includes where necessary the costs to replace locks or for a locksmith to break in to the hire vehicle.</li> </ul> <p><b>We</b> will not make any payment for:</p> <ul style="list-style-type: none"> <li>a. any claim where <b>you</b> have not followed the terms of <b>your</b> rental agreement;</li> <li>b. any person aged under 21 years old;</li> <li>c. any claim for damage caused as a result of theft of the vehicle, unless a written police report is obtained.</li> </ul>                               |
| <b>Winter sports cover</b>       | <p>4. <b>We</b> will cover the following, provided Winter sports is showing as covered in <b>your schedule</b>:</p>  |
| Winter sports equipment hire     | <ul style="list-style-type: none"> <li>a. <b>We</b> will pay the reasonable cost of hiring replacement equipment if <b>your</b> skis, snowboard, poles or ski boots are accidentally damaged, stolen or temporarily lost for more than eight hours during the <b>insured trip</b>.</li> </ul>  |
| Winter package                   | <ul style="list-style-type: none"> <li>b. If <b>you</b> are unable to ski or snowboard due to illness or an injury during an <b>insured trip</b> and <b>you</b> have made a claim for medical expenses under this section for that illness or injury, <b>we</b> will pay for amounts <b>you</b> have paid or legally have to pay and which cannot be recovered for <b>your</b> own unused ski pass, winter sports equipment hire, excursion, tuition or guide.</li> </ul>  |
| Piste closure                    | <ul style="list-style-type: none"> <li>c. <b>We</b> will pay for the reasonable extra travel expenses that <b>you</b> have to pay in order to reach the nearest alternative skiing area if all the winter sports facilities at <b>your</b> pre-booked resort are closed during an <b>insured trip</b> and no alternative area is available within <b>your</b> ski pass area.</li> </ul> <p><b>We</b> will not make any payment for:</p> <ul style="list-style-type: none"> <li>a. piste closure when <b>you</b> are on an <b>insured trip</b> which starts or ends outside that resort's declared ski season;</li> <li>b. piste closure where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at <b>your</b> intended resort;</li> <li>c. off-piste skiing unless <b>you</b> are accompanied;</li> <li>d. free-style skiing or ski jumping;</li> </ul> |

- e. skiing or snowboarding:
  - i. outside of the resort boundary, backcountry or any alpine ski touring;
  - ii. by helicopter or snow cat; or
  - iii. on any terrain park within resort;
- f. ice hockey;
- g. use of a bobsled/bobsleigh, including use of any bobsleigh runs;
- h. use of a kite wing on snow;
- i. snow kiting; or
- j. any competition, other than races organised by ski schools.

**Cyber claims and losses**

**We** will pay for any claim or loss that is otherwise covered under this section, where such claim or loss arises from a cyber attack, hack or other computer or cyber-related incident.

**What is not covered**

**We** do not cover:

1. loss arising from any trip within the **United Kingdom** unless:
  - a. **you** have pre-booked accommodation or travel; and
  - b. the trip is for a minimum of two nights.
2. any medical expenses incurred in the **United Kingdom**.
3. any travel, accommodation, activity or excursion expenses which any transport company, tour operator, travel association or financial protection scheme has agreed to pay or is obliged to pay.
4. any trip 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 trip unless he or she is on an organised school trip or is to be accompanied for the whole trip by an adult.
5. cancellation or curtailment of any trip because of a medical condition, unless **you** provide:
  - a. a doctor's certificate; or
  - b. in respect of a coronavirus disease (Covid-19) related medical condition:
    - i. proof of a positive coronavirus disease (Covid-19) test result that **you** took within 72 hours of the scheduled departure date or during **your** trip; or
    - ii. written confirmation from a transport operator refusing **you** travel due to **you** showing coronavirus disease (Covid-19) symptoms,
 to support **your** claim.
6. any claim:
  - a. arising out of a medical condition:
    - i. which **you** knew about at the time the **insured trip** was booked or began;
    - ii. for which **you** are awaiting tests or the results of such tests when **you** booked or began the **insured trip**; or
    - iii. for which **you** are scheduled to undergo treatment for such condition when **you** booked or began the **insured trip**;
 unless the condition is normally stable, under control and **you** have not been required to have more than one check-up or in-patient treatment or emergency medical care in the preceding 12 months.  
  
 This exclusion does not apply to any of the conditions shown below under **Pre-existing medical conditions**;
  - b. arising out of a medical condition where **you** have been advised not to travel by **your** medical practitioner;
  - c. arising out of a set of circumstances which **you** knew about or could reasonably

be expected to have known about at the time the **insured trip** was booked or **your** travel cover came into effect unless **you** could not reasonably have expected such circumstances to result in a claim.

This exclusion does not apply to any of the conditions shown below under **Pre-existing medical conditions**;

- d. resulting from **you** taking or using drugs or controlled substances, other than drugs prescribed by **your** doctor and used in accordance with **your** doctor's instructions;
  - e. resulting from **you** committing suicide, deliberately injuring **yourself** or putting **yourself** in unnecessary danger, unless trying to save a human life; or
  - f. resulting from any criminal act by **you**.
7. the cost of any medication **you** need and were taking before the start of the **insured trip**.
8. any claim resulting from **you** taking part in any of the following hazardous activities:
- a. any winter sports, unless the **schedule** shows **you** have winter sports cover;
  - b.
    - i. any unaccompanied dive;
    - ii. any dive involving visits to wrecks or caves;
    - iii. any other scuba diving activities unless **you**:
      - 1. 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
      - 2. dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
    - iv. potholing, caving, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping;
    - v. hang-gliding, parachuting, sky-diving, parasailing, land yachting, flying as a passenger in a glider or ultralight, flying as a pilot or passenger of a private light aircraft;
    - vi. white-water rafting unless **you** are accompanied by a suitably qualified guide in rapids classified Grade 3 and below;
    - vii. any kind of race, endurance test or competition.

This exclusion does not apply to events on foot less than 27 miles, events on bicycle less than 100 miles or swimming events less than two miles.
9. any claim resulting from **you** taking part in:
- a. any sporting activity for gain or reward;
  - b. armed forces activities including operations, exercises or training; or
  - c. flying as a pilot or any other aerial activities other than travel by air as a passenger.

## How much we will pay

**We** will pay up to the relevant **amount insured** for each individual covered under this section and each **insured trip**.

**You** must pay the **excess** shown in the **schedule**, where applicable.

Cancellation and curtailment

For cover under **What is covered, Cancellation and curtailment**, the amount **we** pay will be as follows:

Cancellation

1. **We** will reimburse **you** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused travel, accommodation and pre-booked activities and excursions if **you** are unable to proceed with an **insured trip** prior to its commencement.

This cover also applies to bookings **you** make during the **period of insurance** and trips already booked at the start of the **period of insurance**.

All cover under this cancellation section ends at the expiry date of the **period of insurance** if **you** do not renew **your** travel insurance with **us**.

Curtailment

2. If the **insured trip** is cut short **we** will reimburse **you** up to the **amount insured** for:

- a. the reasonable extra travel and accommodation expenses incurred by **you** to return home; and
- b. **your** own unused travel, accommodation and pre-booked activities and excursions **you** have paid or legally have to pay and which cannot be recovered.

Pre-booked activities

3. **We** will reimburse **you** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** pre-booked activities and excursions if **you** proceed with an **insured trip** but where **you** are unable to proceed with **your** pre-booked activities and excursions due to accidental injury or illness to **you** or **your** travelling companion.

This cover also applies to bookings **you** make during the **period of insurance** and trips already booked at the start of the **period of insurance**.

## Your obligations

Hiscox Assistance

1. In the event of a medical emergency outside of the **United Kingdom**, **you** should ring the number shown in **your schedule** for help and advice.

The number is open 24-hours every day. **You** must ring this number as soon as reasonably practicable if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation.

To help Hiscox Assistance deal with **your** emergency quickly, please have the following information available:

- a. **your** name;
- b. the telephone or fax number, or email address where **you** can be reached;
- c. the nature of the emergency; and
- d. **your** Hiscox policy number.

Injury or illness overseas

2. If injury or illness overseas results in the need for in-patient hospital treatment overseas or the possible need for emergency travel or repatriation **you** or someone on **your** behalf must call Hiscox Assistance on the number shown in **your** schedule as soon as possible. If not, **we** will not have to pay the claim.

If **you** have to pay any medical expenses outside the **United Kingdom**, **you** must keep the original receipts and bills to support any request for payment under this section.

If **we** consider it necessary, **you** must allow a medical adviser chosen by **us** to examine **you** and to see all medical records.

**We** will not pay any medical expenses or personal accident benefit unless **you** see a suitably qualified medical practitioner as soon as possible after suffering illness or injury and follow any medical advice **you** are given.

## Pre-existing medical conditions

There are exclusions in this policy for pre-existing conditions, see the What is not covered section above for more detail. To ensure adequate policy cover, it is important that **you** disclose pre-existing medical conditions – other than those detailed below – which affect **you**, the people travelling or other people upon whose health **your** trip depends.

The conditions listed below are automatically covered for no additional premium and **you** are not required to declare them to **us** unless **you** have any other pre-existing condition.

Those declared to **us** may incur an additional charge if **we** agree to provide cover.

Pre-existing medical conditions:

ADHD, Anaphylaxis provided that **you** have not needed inpatient treatment in the last 12 months, Arthritis, Asthma provided that **you** do not have Acute Severe Asthma, Blindness or partial sightedness, Carpel tunnel syndrome, Cataracts, Cholesterol Hyper/Hypo, Coeliac Disease, Cystitis (providing there is no ongoing treatment), Deafness/Impaired Hearing, Diabetes provided controlled by diet or tablets, Downs Syndrome, Dyspepsia, Eczema, Enlarged prostate (benign only), Glaucoma, Gout, Haemorrhoids, Hay fever, HRT, Hyperlipidemia, Indigestion, Irritable Bowel Syndrome, Lichen Planus, Macular degeneration, Melanosis, Menopause, Migraine Nasal polyps, Psoriasis, Raynaud's Syndrome, Registered disabled, Rhinitis, Rosacea, RSI, Sinusitis,

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Tinnitus, Underactive Thyroid (Hypothyroidism), Urticaria, Varicose veins in the legs, Vertigo.

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**Additional travel benefits**

As a Hiscox Travel Insurance policyholder, you also enjoy the following benefits.

Card Sentry – card and document assistance

You receive complimentary access to Card Sentry courtesy of Hiscox Travel Insurance. This is a free and exclusive service available to all Hiscox Travel Insurance policyholders for the duration of your policy only.

Card Sentry is designed for global travellers and provides a simple way to manage the cancellation of all your cards if they are lost or stolen at home or abroad. Card Sentry also offers secure electronic document storage and retrieval for passports, driving licences and insurance documents.

You will need to register your details at <https://secure.cardsentry.com/hiscox> to use this service.

Full terms and conditions together with details on how to register, can be found at <https://secure.cardsentry.com/hiscox>.

Smart delay

Enjoy complimentary access to a LoungeKey™ airport lounge courtesy of Hiscox Travel Insurance. This is a free service available to all Hiscox customers once your flight is delayed for more than 90 minutes.

You will need to register your flight online on <https://hiscox.smartdelay.com> at least 24 hours before your scheduled departure time. Once you have registered you will be contacted with details on how to access the lounge if your flight is delayed by more than 90 minutes.

Full terms and conditions, FAQ's and details on how to register your flight, can be found on <https://hiscox.smartdelay.com>.

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