



**Hiscox Home Insurance**  
Your policy wording



## Introduction

Thank you for choosing Hiscox to protect your home and personal possessions. We hope that the language and layout of this policy wording are clear because we want you to understand the insurance we provide as well as the responsibilities we have to each other. Please read this document, including the schedule, and let us know as soon as possible if any of the details are shown incorrectly.

We always try to deliver to 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.

Please note that some of the words we use in this insurance are shown in bold type. These words are defined at the back of your policy. If you have home emergency or legal expenses cover please be aware that there are extra definitions shown in those sections.

## General terms which apply to the whole of this insurance

### Our promise to you We will:

1. insure **you** in accordance with the terms and conditions of this **policy** in return for the premium **you** pay;
2. pay covered claims as quickly and efficiently as possible;
3. refund **your** premium in full if, for any reason, **you** feel that this insurance is not right for **you**. To receive a full refund **you** need to cancel this insurance within 15 days of insuring with **us** and not have made a claim. 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 **your** insurance;
4. only cancel **your** insurance 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**. **We** will return a pro-rata proportion of **your** premium;
5. write to **you** at least 21 days in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next period of cover which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your policy**.

### Your promise to us Please ensure that **you** fulfil the obligations set out below. Not doing so may affect a claim or could result in **your** insurance being invalid.

Please:

1. take care when providing any information **we** ask for and ensure that it is accurate, complete and up-to-date. Tell **us** if this information changes. If **you** are in any doubt, please talk to **us**. **We** will tell **you** if a change in information affects **your** insurance;
2. always try to prevent accident or injury and protect **your** property against loss or damage. Not doing so can mean a claim is more likely or is worse than it should have been;
3. let **us** know before **you** have any work to extend, renovate, build or demolish any part of the **buildings** if the estimated cost of this work is more than £75,000. Please tell **us** at least 30 days before this work starts so that **we** can assess any potential increase in the risk of **your home** being damaged. **We** will tell **you** if the building works affect **your** insurance. For example **we** may be unable to continue insuring **your home** or **we** may ask **you** to pay more for **your** insurance;
4. tell **us** if **your home** is going to be **unoccupied** or **unfurnished**. Losses are more likely to occur in **unoccupied** or **unfurnished** properties so **we** may amend the terms of **your** insurance;
5. pay **your** premium within the agreed credit terms. If **you** pay by instalments, please ensure these are paid. If they remain unpaid for 15 days, **we** will contact **you** to understand why but **we** may cancel **your** insurance from the date the last instalment was paid.

### How to make a claim

In order for **us** to deal with **your** claim please ensure that **you** fulfil the obligations set out below. Not doing so may affect a claim or could result in **your** insurance being invalid.

1. Please tell **us** as soon as possible if something has happened which may result in a claim. If a crime has been committed, **you** must also tell the police.
2. Please do not admit responsibility or make an offer of payment without talking to **us** first.
3. If **you** have any correspondence regarding a claim please send it to **us** as soon as **you** can.
4. To help **us** settle **your** claim **we** will require **you** to prove that **your** loss has happened. Please give **us** all the co-operation **we** need to investigate **your** claim, including evidence of the value of the items involved in a claim as well as any other relevant information and documents **we** may reasonably require.

## General terms which apply to the whole of this insurance

5. If **you** are being held responsible for causing an injury or damage to property, **we** may take over and deal with the defence or settlement of any claim in **your** name.
6. **We** may start recovery proceedings in **your** name. **We** ask that **you** give **us** all the assistance **we** need to do this.
7. If **you** have home emergency or legal expenses cover please also refer to the claims conditions in those sections.

### Information you have given us

The information **you** give to **us** is important as **we** use this in setting the terms and premium for this insurance. Occasionally, **we** are deliberately or recklessly given false information. If this happens **we** will treat this insurance as if it never existed and decline all claims.

If **you** acted carelessly when giving **us your** information several things could happen:

1. If **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you** back **your** premium;
2. If **we** would have insured **you** on different terms, **we** will amend this insurance retrospectively and apply these amended terms to the claim;
3. If **we** would have charged **you** more premium, **we** will proportionately reduce the amount of any claim payment.

If **we** do any of the above, **we** will write to **you** explaining why this is happening. If **you** disagree with what **we** are doing, please tell **us**. If **you** are still not satisfied, **you** may ask the Financial Ombudsman Service to review **your** case without affecting **your** legal rights.

### Other things to be aware of

This **policy** is governed by English law and any disputes will be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated. When a claim is made, **we** will only ever pay up to the relevant **amount insured**.

If a false claim is made, **we** can refuse to pay it or **we** can treat this insurance as if it never existed.

If there is more than one person named in the **schedule** (known as a joint insured), the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**. Unless **you** have advised **us** otherwise, **we** will pay each person named in the **schedule** their respective share of such claim.

**You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

### 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 claims:

1. arising out of a deliberate act by **you** or anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff;
2. directly or indirectly arising from:
  - i. biological or chemical contamination; or
  - ii. any failure in the supply of gas, water, electricity or phone service to **your home**; which is caused by an act of terrorism;
3. directly or indirectly caused by any nuclear reaction, nuclear radiation or radioactive contamination;
4. due to war or civil war;
5. due to the deliberate actions of any government or public or local authority;
6. that would be covered under another insurance if this **policy** did not exist. **We** will pay the amount exceeding the cover available under that other insurance;
7. directly or indirectly caused by a computer virus.

## Your home and personal possessions

**Your schedule** will show an amount or use the word 'covered' to indicate if **your buildings** and **personal possessions** are insured by this **policy**.

All the general terms and definitions apply to this section. Some extra exclusions for this section are also shown below.

If **you** need to make a claim, please refer to 'how to make a claim' within general terms.

### What is covered

**We** will insure the property shown in **your schedule** against physical loss or physical damage which happens during the **period of insurance**. If **your home** cannot be lived in because of damage **we** have agreed to pay **we** will also cover the reasonable costs for alternative accommodation and any ground rent **you** have paid or are obligated to pay.

If **your schedule** includes cover for **your personal possessions** **we** will insure them while at **your home** and while temporarily removed for no longer than 60 consecutive days anywhere else in the world.

If **you** lose the keys to outside doors, windows, safes and alarms of **your home** during the **period of insurance** **we** will pay the cost of changing the locks.

**We** will also pay **you** for the reasonable and necessary cost **you** incur to restore **your** garden if it is damaged during the **period of insurance**. If rubbish and waste material has been deposited on **your** land and at the address shown in **your schedule** during the **period of insurance** without **your** permission **we** will also pay the reasonable and necessary cost of its removal.

### Additional covers

Please refer to **your schedule** to see the maximum amount **we** will pay for each claim concerning the additional covers shown below.

If **we** insure **your buildings** **we** will also provide **you** with the following cover:

#### Selling your home

If **you** are selling the **buildings** covered by this insurance, **we** will insure the **buildings** for the buyer against physical loss or physical damage **we** have agreed to pay, which happens during the **period of insurance**. Cover will start from the time **you** exchange contracts to the time the sale is complete. The other additional covers do not apply to this cover.

#### Tracing a leak

**We** will pay the costs incurred to find and access the point of escape of a:

1. domestic heating fuel leak within **your home** or a water leak from **your** permanent plumbing or heating system which is likely to cause damage to the **building** or **your personal possessions**;
2. water leak from the underground service pipes serving **your home** for which **you** are legally responsible outside of the **home** but at the address shown in **your schedule**.

**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**.

If **we** insure **your personal possessions** **we** will also provide **you** with the following covers:

#### Metered water and heating oil

**We** will insure **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 insure **your** bank notes, coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, saving stamps, certificates and premium bonds against physical loss or physical damage which happens anywhere in the world during the **period of insurance**.



## Your home and personal possessions

Rent	<b>We</b> will pay the rent <b>you</b> have to pay as a tenant if <b>your home</b> cannot be lived in because of physical damage <b>we</b> have agreed to pay. <b>We</b> will not pay this benefit if <b>we</b> pay <b>you</b> for alternative accommodation as a result of the same loss.
Retrieving data	<b>We</b> will pay the costs involved in retrieving <b>your</b> personal data from the computer in <b>your home</b> or from <b>your</b> other personal electronic devices which have suffered physical damage <b>we</b> have agreed to pay.
Students' belongings	<p><b>We</b> will insure the <b>personal possessions</b> of permanent members of <b>your</b> household in full time education against physical loss or physical damage which happens during the <b>period of insurance</b> while they are studying away from <b>home</b>.</p> <p><b>We</b> do not cover theft or attempted theft of <b>personal possessions</b> located within a building unless violence and force are used to enter or leave the building.</p>
Tenants improvements	<b>We</b> will insure the fixture and fittings and interior decorations which are fixed to and form part of the structure of <b>your home</b> against physical loss or physical damage which happens during the <b>period of insurance</b> . This cover applies where <b>you</b> do not own or are not responsible for insuring the buildings of <b>your home</b> .
<b>Optional home office covers</b>	The following covers only apply if <b>your</b> business activity is of a clerical and administrative nature and <b>you</b> employ no more than two people for that work. <b>Your schedule</b> will show if home office cover is in force and the maximum amount <b>we</b> will pay for each claim:
Home office contents	<b>We</b> will insure the furniture and office equipment used for clerical and administrative work <b>you</b> carry out in <b>your home</b> against physical loss or physical damage which happens during the <b>period of insurance</b> . The cover applies while such property is located within <b>your home</b> and while temporarily removed for no longer than 60 consecutive days anywhere else in the world. When settling <b>your</b> claim <b>we</b> will decide whether to repair or replace the lost or damaged item or pay <b>you</b> the replacement cost. <b>We</b> will not deduct anything for wear and tear.
Increased cost of working	<p><b>We</b> will pay <b>you</b> for the extra necessary and reasonable costs of continuing the clerical and administrative work that <b>you</b> carry out in <b>your home</b> during the time <b>your</b> work is interrupted, if:</p> <ol style="list-style-type: none"> <li>1. there is an accidental failure in the supply of the utility services to <b>your home</b> which lasts for more than 24 hours in a row during the <b>period of insurance</b>; or</li> <li>2. <b>your home</b> or its <b>contents</b> suffer physical loss or physical damage <b>we</b> have agreed to pay.</li> </ol> <p>This cover will start from the date of interruption to utility services or physical loss or physical damage happens and will continue until <b>you</b> are able to start work in <b>your home</b> but for no longer than 12 months.</p>
Business records and reconstitution of data	<p>If the business records for the clerical and administrative work that <b>you</b> carry out in <b>your home</b> are lost or damaged as a result of physical loss or physical damage <b>we</b> have agreed to pay, <b>we</b> will pay <b>you</b> for:</p> <ol style="list-style-type: none"> <li>1. the reasonable cost of replacing or reconstituting <b>your</b> business documents and data which <b>you</b> need in order to continue <b>your</b> business;</li> <li>2. amounts owed to <b>you</b> which <b>you</b> are unable to recover following the physical loss or physical damage of <b>your</b> accounting records.</li> </ol> <p>Please keep a record of all amounts owed to <b>you</b> and protect <b>your</b> electronic data by making back up copies at least once a week. Not doing so can mean a claim is more likely or is worse than it should have been, in which case a claim can be refused.</p> <p><b>We</b> will not pay the value to <b>you</b> of any lost information.</p>

## Your home and personal possessions

### How we settle your claim

**Your schedule** will show **you** the maximum amount **we** will pay for each agreed claim. **Your schedule** will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an excess. Please note **we** do not apply an excess for loss or damage to the contents of **your** freezer or to the cover for replacement locks.

### Buildings

For **your buildings**, **we** will pay the cost of repairing or reinstating the damaged **buildings** including the fees, costs and expenses agreed by **us**, which are necessarily incurred in the repair or reinstatement of the damaged **buildings**.

### Personal possessions

For **your contents**, **we** will decide whether to repair or replace the item or pay **you** the replacement cost. **We** will not deduct anything for wear and tear.

For **your art and collections** and **jewellery and watches**, **we** will repair or replace the item if this is possible, or pay **you** the market value on the date the loss happened.

If **we** repair a damaged item, **we** will also pay for any loss in value based on its current market value. It is **your** responsibility to prove the loss in value.

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

If **we** pay the full value for an item, pair or set, **we** will then have the right to take possession of it.

Occasionally **we** find that the values declared to **us** do not represent the amount it would cost to replace all of the items to be insured. If this happens **we** will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance **we** will divide the **amount insured** by the current replacement cost and multiply this figure by the amount of the agreed claim.

**We** will only apply this calculation if **we** find that the values given to **us** are less than 75% of the current replacement cost. The calculation will apply both to the **amount insured** for individually listed items and, where relevant, to the overall **amount insured**.

### What is not covered

The following extra exclusions apply to this section:

**We** do not cover:

1. loss 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 gazebos, pergolas, arbours, gates, fences, hedges, 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 five days in a row during the months of October through to April. This exclusion shall not apply if **your home** is adequately heated 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 and fences, 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;
2. the cost of removing an infestation from **your home**;

## Your home and personal possessions

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. loss caused by **you** not receiving goods or services **you** have paid for;
7. 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;
8. loss or damage from, in or on any unattended vehicle unless the vehicle is locked, windows closed and insured items are hidden out of sight;
9. loss or damage to ride on lawn mowers unless **you** keep them in a locked building when not in use;
10. loss or damage to bicycles left unattended away from **your home** unless locked to a fixed structure or located within a locked building;
11. motorised vehicles and their accessories other than domestic gardening equipment and wheel chairs;
12. aircraft, watercraft and their accessories, other than sail boards and surfboards;
13. sports equipment while being used, caravans, trailers or marquees;
14. land, water or animals;
15. 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 **buildings**;
16. **buildings** used for any business activity which is not of a clerical and administrative nature;
17. **personal possessions** used for any business activity. This exclusion shall not apply to furniture and office equipment if **your schedule** shows that **you** have home office cover and **your** business activity is of a clerical and administrative nature only;
18. electronic data.



## Your legal liabilities

All the general terms and definitions apply to this section. Some extra exclusions for this section are also shown below.

If **you** need to make a claim, please refer to 'how to make a claim' within general terms.

### What is covered

**We** will cover **you** against any claim for compensation which **you** legally have to pay following an accident which happens during the **period of insurance** anywhere in the world. **We** will also pay costs and expenses **we** agree to in advance to defend the claim.

If, within three months, **you** have not received the full amount of any damages and taxed costs awarded to **you** in a personal capacity during the **period of insurance** by any court of law within the **United Kingdom** for bodily injury or property damage, **we** will pay **you** the amount **you** are owed. **We** will only do this if:

1. the incident giving rise to the injury or 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 injury or 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**.

The most **we** will pay for any one accident, claim or unrecovered court award is the **amount insured**. All claims caused by one accident are agreed to be one claim however many of **you** may be legally liable for the accident.

### What is not covered

**We** do not cover:

1. **your** liability for accidents which happen in the United States of America or Canada if **you** have been in either or both of those countries for more than 90 days in total during the 12 months from the start of this **policy** or from the last anniversary;
2. **your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than physical damage to property for which **you** are legally liable to the owner as a tenant;
3. **your** liability arising out of:
  - a. owning, occupying, using or possessing any land or building not at the address in the **schedule**;
  - b. revenue generating activities other than clerical and administrative work **you** carry out in **your home** where **your schedule** shows that **you** have home office cover;
  - c. passing on any infectious disease or any virus, syndrome or illness;
  - d. any mechanically propelled vehicle other than domestic gardening equipment or wheelchairs. The most **we** will pay in total for all such claims covered during the **period of insurance** is the **amount insured**, including costs and expenses;
  - e. any motorised vehicle being used on a public road or in circumstances where any legislation requires **you** to have motor liability insurance;
  - f. any aircraft;
  - g. any watercraft other than sailboards or surfboards;
  - h. any animal other than horses, cats or dogs which are not labelled as 'specially controlled dogs' under the Dangerous Dogs Act 1991 or any similar or successor legislation;
  - i. any contract, unless **you** would have been legally liable if the contract had not existed;

## Your legal liabilities

4. **your** liability from pollution or contamination of air, water or soil unless this was caused by an accident in the **United Kingdom** during the **period of insurance**, 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.

**We** will treat all pollution or contamination which arises out of one accident as having happened at the time the accident took place. The most **we** will pay in total for all such pollution and contamination claims covered in the **period of insurance** is the **amount insured**, including costs and expenses;

5. **your** liability arising out of the provision of any goods or services;
6. claims arising out of **you** or **your** employees doing anything for or to a third-party for a fee;
7. the liability of anyone whose main **home** is in the United States of America or Canada;
8. **your** liability for fines or penalties, or for damages intended to punish or make an example of **you**;
9. **your** liability for the cost of putting right any fault or alleged fault 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.

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. any work **your** employees do for **you** other than domestic duties relating to **your home** and gardens;
  - b. any employees who are employed to provide care for **you**;
  - c. 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**.
2. amounts **you** legally have to pay after a judgment or award from courts outside the **United Kingdom** or any member state of the European Union. This also applies to the enforcement of such awards in courts in the **United Kingdom** or within the European Union.

## Home emergency

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

All the general terms, except for 'how to make a claim', apply to this section. Some extra conditions and exclusions for this section are also shown below.

### What is covered

**We** will cover **you** against and will organise repair work if, during the **period of insurance**, **you** suffer a sudden and unforeseen incident resulting in an emergency at **your home** which, if not dealt with immediately, will:

1. pose a health risk to **you** or anyone else in **your home**; or
2. make **your home** unsafe or insecure; or
3. create a risk of physical loss or physical damage to **your home** or its **contents**; or
4. leave **your home** without electricity, gas or water supply or mains drainage within the boundaries of **your home**; or
5. leave **your home** without its main source of heating or hot water and where no alternative exists; or
6. make it impossible for **you** to live in or gain access to **your home**.

### How we settle your claim

For each emergency described in the 'What is covered' section above, **we** will pay up to the amount shown in **your schedule**, which includes valued added tax, towards the total cost of call out charges, labour, parts and materials to:

1. carry out a temporary repair; or
2. carry out a permanent repair if it can be done at a similar cost to a temporary repair; or
3. undertake remedial action to stop or prevent any further damage occurring; or
4. gain access to **your home** and make it safe and secure.

There may be times when replacement parts are delayed because of circumstances beyond **our** control, or when parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, the tradesperson authorised in advance by **us** to carry out repairs will provide **you** with a quotation for a suitable repair.

### What is not covered

The following extra exclusions apply to this section.

**We** do not cover any claim arising from the loss of keys where alternative keys are available.

**We** do not cover the cost of:

1. repairs for the following events:
  - a. any loss or damage known about before the start of this **policy**;
  - b. any leaking or dripping tap that requires re-washing or replacing;
  - c. any boiler that needs descaling;
  - d. replacing sanitary ware, cylinders, tanks, radiators, external overflows and septic tanks;
  - e. loss of keys for outbuildings;
  - f. interruption in the electricity supply to, or failure of, burglar or fire alarm systems, CCTV surveillance systems or swimming pools and their plumbing and filtration systems;
  - g. burst or leaking flexible hoses or leaking appliances or saniflow toilets and other mechanical equipment;
  - h. any incident in **your home** if it has not been lived in for more than 30 days in a row;

## Home emergency

2. repairs to:
  - a. any boiler over 15 years old;
  - b. boilers with an output over 60 kw per hour;
  - c. warm air or solar powered heating systems.
3. responding to or rectifying intermittent faults.
4. replacing **your** boiler or heating system.
5. repairing any loss or damage arising because a utility company has deliberately disconnected or interrupted the mains service.
6. providing any equipment or services which are the responsibility or property of the utility company.
7. normal day-to-day maintenance at **your home**.
8. replacing items that wear out over a period of time.

### How to make a claim

If **you** suffer an emergency described in this section, **you** should tell **us** as soon as **you** can by calling the 24-hour home emergency line shown in **your schedule**.

**We** will not pay the cost of any repairs unless **you** have told **us** in advance and **we** have authorised a tradesperson in advance.

Please give **us your policy** number when **you** call for help. **You** must produce any relevant identification requested by the contractor or anyone else **we** nominate.

**You** must co-operate with **us** if **we** start proceedings in **your name** against anyone whose actions may have caused the damage in order to recover, for **our** benefit, the amount of any payment **we** have made under this section.

### Extra conditions

**We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this **policy**.

If any cost covered under this section is also covered by any other insurance or 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.

## Legal expenses

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

All the general terms, except for 'how to make a claim', apply to this section. Some extra definitions, conditions and exclusions for this section are also shown 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

**You** can phone **us** at any time on the number shown in **your schedule** to receive legal advice or to make a claim under this section. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will provide **you** with a claim reference number. At this point **we** will not be able to confirm that **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams, and explain what to do next.

If **you** prefer to report **your** claim in writing or by email **you** can send it to **our** claims department at the address shown in **your schedule**.

When we cannot help

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

### 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 keep any amount **we** have to pay as low as possible;
  - d. send everything **we** ask for, in writing;
  - e. give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2.
  - a. On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer 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** or **our** in-house lawyer 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 the **DAS standard terms of appointment**.
  - 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. **We** will have direct contact with the **appointed representative**.
  - f. **You** must give the **appointed representative** any instructions that **we** require.
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 amount of damages that **you** are claiming or that is being claimed against **you**, instead of starting or continuing legal proceedings.
4.
  - a. **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
  - b. **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

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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 at once, 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 an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through our internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
8. **We** may at **our** discretion require **you** to obtain at **your expense** an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us** as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

### 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**; and
- d. **reasonable prospects** exist for the duration of the claim.

For all insured incidents **we** will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that **you** want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that reasonable prospects exist.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this. The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**.

### How much we will pay

**Your schedule** will show **you** the maximum amount **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause.

### Insured incidents we will cover

Insured incident 1  
– employment disputes

**We** will negotiate for **your** legal rights following a dispute relating to **your** contract of employment.

**We** do not cover any claim relating to the following:

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



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Insured incident 2  
– contract disputes

**We** will negotiate 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** do not cover 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.
4. Any loan, mortgage, pension, investment or borrowing.

Insured incident 3  
– bodily injury

**We** will negotiate for **your** legal rights after an event which causes **your** death or bodily injury to **you**.

**We** do not cover any claim relating to the following.

1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
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**.

Insured incident 4  
– clinical negligence

**We** will negotiate 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** do not cover 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:

1. negotiate for **your** legal rights in a civil action; and/or
2. arrange mediation;

for a dispute relating to material property (including **your home**), which is owned by **you** or for which **you** are responsible 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** do not cover:

1. any claim relating to the following:
  - a. a contract entered into by **you**;
  - b. any building or land other than **your home**;

## Legal expenses

- 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 negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of an enquiry by HM Revenue & Customs into **your** personal tax affairs.

**We** do not cover any claim relating to the following:

- 1. **your** business or profession;
- 2. any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office.

Insured incident 7  
– legal defence

- 1. **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
  - a. **you** being prosecuted in a court of criminal jurisdiction; or
  - b. civil action being taken against **you** under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion; or
  - c. civil action being taken against **you** under section 13 of the Data Protection Act 1998.
- 2. **We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We** do not cover any claim relating to the following:

- 1. parking offences;
- 2. the driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

Insured incident 8  
– attendance expenses

**We** will pay **your** salary or wages for the time that **you** are off work while attending jury service or attending a court or tribunal at the request of the **appointed representative** in relation to a claim accepted under this section of the **policy**. **We** will pay **your** salary or wages for each half or whole day of such attendance as far as they are not recoverable from the court or **your** employer.

The amount **we** will pay is based on the following.

- a. The time **you** are off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is eight hours.
- b. If **you** work full time, the salary or wages for each whole day equals 1/250th of **your** yearly salary or wages.
- c. If **you** work part-time, the salary or wages will be a proportion of **your** salary or wages.
- d. If **you** are self-employed, **we** will pay the net salary or wages that **you** draw from the business to cover **your** personal cost-of-living expense

## Legal expenses

**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.

### Extra definitions

**Appointed representative**

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

**Costs and expenses**

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS standard terms of appointment**.
- b. The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

**DAS standard terms of appointment**

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim.

**Date of occurrence**

- a. 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.
- b. For criminal cases, the **date of occurrence** is when **you** began or are alleged to have begun to break the criminal law in question.
- c. For Insured incident 6 – tax protection, the **date of occurrence** is when the HM Revenue & Customs first notifies in writing the intention to make enquiries.

**Preferred law firm**

A law firm or barristers' chambers **we** choose to provide legal services.

**Reasonable prospects**

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** 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**

- a. For Insured incident 3 – bodily injury: anywhere in the world.
- b. For all other insured incidents: the **United Kingdom**.

## General definitions

<b>Definitions</b>	Words shown in <b>bold</b> type have the same meaning throughout this <b>policy</b> and are defined below. Any extra definitions are shown in the section to which they apply.
<b>Amount insured</b>	The most <b>we</b> will pay as shown in the <b>schedule</b> .
<b>Art and collections</b>	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability all of which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Buildings</b>	Any permanent structure, including items that are fixed to and form part of such structure, fixed fuel tanks, underground service pipes, cables, drains and sewers, within the grounds of <b>your home</b> at the address shown in the <b>schedule</b> and which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Contents</b>	Household goods, clothing and personal property, all of which belong to <b>you</b> or for which <b>you</b> are legally responsible. <b>We</b> do not include money, bank cards, gold or <b>jewellery and watches</b> within <b>contents</b> .
<b>Heave</b>	The upward movement of the ground beneath the <b>buildings</b> as a result of the expansion or swelling of the subsoil.
<b>Home</b>	The private residence at the address shown in <b>your schedule</b> .
<b>Jewellery and watches</b>	Jewellery, watches or gold which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Landslip</b>	Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.
<b>Normal settlement</b>	The downward movement of the ground beneath the <b>buildings</b> as a result of the soil being compressed by the weight of the <b>buildings</b> .
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your schedule</b> .
<b>Personal possessions</b>	<b>Art and collections, contents, jewellery and watches</b> all of which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Policy</b>	This insurance document and the <b>schedule</b> , including any endorsements.
<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>Subsidence</b>	The downward movement of the ground beneath the <b>buildings</b> other than by <b>normal settlement</b> .
<b>Unfurnished</b>	The <b>home</b> is not equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
<b>Unoccupied</b>	The <b>home</b> has not been lived in for 60 days in a row by <b>you</b> .
<b>We, us, our</b>	The insurer named in the <b>schedule</b> .
<b>You, your</b>	The person(s) named in the <b>schedule</b> and all permanent members of that person(s) household, including any employees who live in the <b>home</b> whose duties are for domestic purposes relating to the <b>home</b> and its gardens.  For Home emergency and Legal expenses, <b>you</b> means the person(s) named in the <b>schedule</b> and all members of that person's family who live at the same address.



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