
Hiscox 606 Insurance Policy wording





Contents

General terms and conditions	2
Your home and personal possessions	8
Your legal liabilities	18
Family legal protection	22
Home emergency	28
Family protection	32
Travel	37
Personal cyber	46

General terms and conditions

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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.

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.

Hacker	<p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> computer or digital technology; or data held electronically by you or on your behalf. <p>This definition does not apply to the Personal cyber section of the policy.</p>
Period of insurance	The time for which this policy is in force as shown in your schedule .
Policy	This insurance document and the schedule , including any endorsements .
Program(s)	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.
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Social engineering communication	Any request directed to you or someone on your 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.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
We/us/our	The insurer named in the schedule in respect of each section of the policy .
You/your	The policyholder named in the schedule and anyone else identified as 'you/your' in the Special definitions of any section of this policy .

Our promise to you	<p>We will:</p> <ol style="list-style-type: none"> cover you in accordance with the terms and conditions of this policy in return for the premium you pay; and pay covered claims as quickly and efficiently as possible.
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Your promise to us	<p>You must:</p> <ol style="list-style-type: none"> take care when providing any information we ask for and ensure that it is true, accurate and complete. Tell us or your broker if this information changes. If you are in any doubt, please talk to us or your broker. We will tell you if a change in information affects your insurance; and comply with the terms and conditions of this policy, including the terms of each section. <p>If you do not, it may affect the validity of the policy, our ability to pay a claim or the amount we pay in respect of a claim.</p>
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How to make a claim	<p>In order for us to deal with your claim you must:</p> <ol style="list-style-type: none"> tell us or your broker 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 as soon as possible; not admit responsibility or make any offer of payment without our prior agreement; send any correspondence regarding a claim to us or your broker if you have one, as soon as you can; give us all the co-operation we need to investigate and resolve your claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents we may reasonably require;
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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 you give to us is important as we use this in setting the terms and premium for the policy . You must take reasonable care not to give us information that is untrue, incomplete or inaccurate. |
| Deliberately or recklessly given information | 2. Occasionally, we are deliberately or recklessly given false information. If this happens we will treat this policy as if it never existed and refuse all claims. You must repay any payments already made by us under the policy and we will not return the premium to you . |
| Carelessly given information | <p>3. If you acted carelessly when giving us your information, several things could happen:</p> <ol style="list-style-type: none"> a. 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 and you must repay any payments already made by us under the policy; b. if we would have insured you on different terms, we will amend this policy retrospectively and apply these amended terms to all claims under the policy, including any claims you have already made; or c. if we would have charged you more premium if you had provided accurate information, you must pay us the difference between the premium we actually charged and the premium we would have charged. We may deduct this amount from any claim payment. <p>Paragraphs 3. b. and c. above do not apply where:</p> <ol style="list-style-type: none"> i. the information concerned relates to the value of any physical property covered under this policy; and ii. the underinsurance condition in the Your home and personal possession section applies |
| Changes to information | <p>4. If there are any significant or material changes during the period of insurance to any information you have given us, you must let us know as soon as possible. This includes anything that could result in any limit within the policy not being sufficient, such as acquiring new property. We may then change the terms of the policy, charge an additional premium or cancel the policy in accordance with the cancellation condition. If you do not tell us about such change, we will be entitled to the remedies set out under 3. a. to c. above with effect from the date of the change.</p> <p>You do not need to tell us about any newly acquired property covered under 'New possessions' in the Home and personal possessions section, where you 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 we have agreed that you can pay us the premium by instalments and we have not received an instalment 15 days after the due date, we may cancel the policy . We will contact you before we cancel your policy in order to give you the opportunity to pay any premium due to us . If the policy is cancelled, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Renewal	9. We will write to you or your broker if you have one, 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 policy . The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance 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 .
Premium payment	10. We will not make any payment under this policy unless you have paid the premium due to us . If you make a claim under the policy , we will keep the premium that is due to us . If you pay your premium by instalment we will ask you to either continue paying your premium by instalment or we may deduct any outstanding instalment from any claim payment we have agreed to make.
Cover under multiple sections	11. Where you , or anyone else entitled to cover under the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.

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 you or anyone acting on your behalf.
Terrorism	2. directly or indirectly due to: <ol style="list-style-type: none"> a. biological or chemical contamination; or b. any failure in the supply of gas, water, electricity or phone service to your home; which is caused by an act of terrorism.
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 your 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.

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.

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**.

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

We 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 **incidental farming** carried out by **you** or on **your** behalf at **your home**.

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

What is covered

Home	If your schedule includes cover for your home , we will cover the home against physical loss or physical damage which happens during the period of insurance .
Alternative accommodation	<p>If your home cannot be lived in because of:</p> <ol style="list-style-type: none"> 1. physical loss or physical damage we have agreed to pay; 2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting you from accessing your home. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to your home; or 3. a local authority or emergency service issuing an instruction to leave your home or prohibiting you from accessing your home which lasts for more than 24 hours in a row; <p>we will also cover the reasonable and necessary costs for alternative accommodation and any ground rent you have paid or are obliged to pay for the period your home cannot be lived in. This includes accommodation for your horses and domestic pets.</p>
Personal possessions	If your schedule includes cover for your personal possessions , we will cover them against physical loss or physical damage which happens during the period of insurance whilst at your home and whilst temporarily removed from your home anywhere in the world.
Loss of keys	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.
Garden restoration costs	We will cover the reasonable and necessary costs you incur to restore your garden if it is damaged during the period of insurance .
Home upgrades	If we have agreed to pay your claim for physical loss or physical damage caused by the escape of water or flood, we will also pay towards the cost of improvements intended to prevent or minimise the likelihood of a future occurrence of the same type. We will only do this if the covered loss we have agreed to pay is more than £10,000.
Additional covers for your home	If we insure your home , we will also provide you with the following cover up to the corresponding amount insured :
Selling your home	<p>If you are selling your home or any part of your home covered by this section of the policy, we will cover the home or the relevant sold part 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.</p> <p>The other Additional covers do not apply to this cover.</p>
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, outbuildings and other structures** or **your personal possessions**; or
2. water leak from the underground service pipes for which **you** are legally responsible which service and are located 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**.

Buying a new home

If **we** already insure the **home** of **your** main residence shown in the **schedule** and **you** are buying a new main residence within the **United Kingdom** during the **period of insurance**, **we** will automatically cover the **home** at the new address while **you** are arranging insurance for it. This cover only applies to physical loss or physical damage caused by fire. The cover is in force from the time **you** exchange contracts until **your** new insurance starts or the purchase is complete, but for no longer than 60 days. However, **we** will only do this if the **home** at the new address is not insured by the vendor, and provided it is in a good state of repair.

The other additional covers do not apply to this cover.

Building works

We will cover the building works, materials and supplies for use on any work to extend, renovate or build **your home** 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 £100,000 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 £100,000 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**.

Carpets, curtains and appliances

If **your home** is let **unfurnished**, **we** will cover **your** carpets, curtains and domestic appliances against physical loss or physical damage which happens during the **period of insurance**.

Domestic utility expenses

If **we** have agreed to pay **your** claim for physical loss or physical damage to the solar panels attached to **your home** or wind turbines at the address shown in the **schedule**, **we** will also pay **you** for the loss of income which would have been payable to **you** from **your** energy supplier had such a loss not occurred.

This cover will start from the date on which physical loss or physical damage happens and will continue until such time as **you** are able to generate **your** own electricity, but for no longer than the period stated in the **schedule**.

Emergency access

We will pay towards the cost of repairs following forcible access to **your home** due to a medical emergency or to prevent or minimise physical loss or physical damage insured under this section.

Environmental upgrades	<p>If we have agreed to pay your claim for physical loss or physical damage under this section and as part of the agreed repair costs you decide to install a solar, wind or geothermal power generating system to your home, we will pay towards the cost of installing such a system.</p> <p>We will only do this if:</p> <ol style="list-style-type: none"> 1. the heating system at the home is physically damaged and such damage is part of the loss or damage we have agreed to pay under this section; 2. the covered loss we have agreed to pay is more than £10,000; and 3. at the time of loss, there is no solar, wind or geothermal power generating system installed at your home.
Fly tipping	<p>We will pay towards the reasonable and necessary costs incurred by you in removing rubbish and waste material which has been deposited on your land at the address shown in your schedule without your permission during the period of insurance.</p>
Rent owed to you	<p>We will pay for rent which you cannot recover as landlord while your home cannot be lived in because of physical loss or physical damage we have agreed to pay under this section.</p>
Additional covers for personal possessions	<p>If we cover your personal possessions, we will also provide you with the following cover up to the corresponding amount insured:</p>
New possessions	<p>We will increase each amount insured for contents which are not covered on an unlimited basis, art and collections and jewellery, watches and valuable items by up to 25% but no more than £100,000, to cover any items you acquire during the period of insurance. We will not charge for this additional cover unless you request any adjustments to the policy. You must tell us about any new possessions at the renewal of the policy, at which point we may increase the premium for the following period of insurance to reflect the value of the additional possessions.</p>
Acquired disability	<p>We will pay towards the cost of reasonable and necessary alterations to your home to enable you to live there unassisted if you have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the period of insurance.</p> <p>We will only do this if:</p> <ol style="list-style-type: none"> 1. we agree to the alterations and the amount of our contribution towards them before the alterations are carried out; and 2. you allow a medical adviser chosen by us to examine you and to see all medical records, if we consider it necessary. <p>For the purposes of this additional cover:</p> <ol style="list-style-type: none"> 1. the definition of 'you' does not include domestic employees; and 2. 'permanently physically disabled' means that you: <ol style="list-style-type: none"> a. have permanently lost all use of a complete arm, hand, foot or leg; or b. are registered blind.
Death of the artist	<p>We will increase the amount insured for any item listed in the specification for art and collections agreed by us and held by us or your insurance broker by up to 100% if the artist dies during the period of insurance. We will only do this for the six months immediately following the death of that artist and provided you can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any physical loss or physical damage we have agreed to pay. You must be able to prove the increased value if you make a claim for that item.</p> <p>We will also reimburse you for any costs or expenses you have paid but are unable to recover on works of art and collections commissioned by you which remain incomplete at the time of the artist's death. We will only do this if the artist dies during the period of insurance and you are legally entitled to a refund of such costs or expenses.</p> <p>If you are unable to provide evidence of the costs or expenses that are legally due to you or a professional valuation or purchase receipt and proof of increased value then this additional cover will not apply.</p>
Defective title	<p>If, during the period of insurance, someone claims that an item of specified art and collections is not rightfully yours and you are legally obliged to return the item to its rightful</p>

owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the value shown in the specification agreed by **us** and held by **us** or **your** insurance broker if this is less. **We** will only do this if **you**:

1. bought the item during the period that the **art and collections** has been insured with **us**;
2. tell **us** about the claim during the **period of insurance**; and
3. made reasonable enquiries about the item's provenance before **you** bought it.

We do not cover any items **you** inherit or that were given to **you**.

Hole in one

We will pay towards the cost of celebrating **your** hole in one during an official golf competition round during the **period of insurance**.

We will only pay **your** claim if **you** provide **us** with **your** scorecard and certification form signed by **your** club or match secretary.

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.

Marquees

We will cover any marquee that **you** hire temporarily while it is at the premises shown in the **schedule** against physical loss or physical damage covered under this section. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

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** and bank cards against physical loss or physical damage which happens anywhere in the world during the **period of insurance**.

We will pay any amounts which **you** legally have to pay if **your** bank cards have been used without **your** permission after they have been lost or stolen, provided **you** follow all terms under which the bank cards were issued.

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.

Personal documents

We will pay for the reasonable and necessary clerical and administrative costs involved in replacing or reconstituting personal documents or title deeds, as a result of physical loss or physical damage covered under this section.

We do not cover the cost of any indemnity policy **you** are required to provide in respect of the replacement of lost or damaged share certificates, or any similar costs or expenses.

Personal property of visitors and domestic employees

We will cover the personal property belonging to **your** visitors and **domestic employees** who do not live in the **home** against physical loss or physical damage covered under this section occurring in the **home** during the **period of insurance**.

Rent you owe

We will pay the rent **you** have to pay as a tenant if **your home** cannot be lived in because of physical loss or physical damage **we** have agreed to pay. **We** will not provide such cover if **we** pay **you** for alternative accommodation as a result of the same loss.

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.

Residential care

We will cover **your** parents' or grandparents' household goods, clothing and personal property while in the nursing or care home where they reside against physical loss or physical damage covered under this section which happens during the **period of insurance**.

This cover does not apply to **money**.

For the purposes of this cover, 'you/your' means the person named as the insured in the **schedule** and their spouse or common-law partner residing at the **home**.

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**.

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 fixtures 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. pollution or contamination;
 - c. storm or flood to gates, fences, wind turbines, hedges, lawns, plants or trees. This exclusion shall not apply to damage:
 - i. caused by falling trees and the cost of removing a fallen tree in order to carry out repairs on such property; or
 - ii. to electric gates attached to brick, concrete or stone pillars;
 - d. 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;
 - e. **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;
 - f. moths, insects, rats, mice, squirrels, rodents or other vermin.
2. faulty workmanship or design, or the use of unsuitable or faulty materials.
3. mechanical or electrical faults or breakdown.
4. loss or damage caused by coastal or river erosion.
5. 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**.
6. loss caused by **you** not personally 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. 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.
9. quad bikes, motor bikes, electric bikes, e-scooters or golf buggies while being used, caravans or trailers other than trailers and non-motorised horseboxes up to 15 feet or 4.5 metres in length.
10. 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.
11. watercraft and their accessories, other than rowing boats and dinghies up to 12 feet or 3.6 metres in length, sail boards and surfboards.
12. land, water or animals.
13. any **building or outbuilding and other structures** used for any business activity other than:
 - a. **incidental farming**;
 - b. work of a clerical and administrative nature; or
 - c. letting the **building or outbuilding and other structures**.
14. **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.
15. electronic data.
16. the cost of maintenance or routine redecoration.
17. any property belonging to visitors or **domestic employees** insured elsewhere.
18. loss or damage to **unfurnished homes** other than by fire, lightning or explosion.
19. 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

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim, along with any limits for any item, pair or set. This amount will be shown as an **amount insured**.

We will not pay the cost of preparing a claim.

Excess

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**. However, **we** agree to waive **your excess** for any:

1. claim under the cover for Loss of keys or Hole in one;

2. alternative accommodation costs if a local authority or emergency service prohibits **you** from accessing **your home**;
3. loss of or damage to the contents of the freezer at **your home**; or
4. claim which is more than £25,000 and which is not subject to any compulsory excess shown in the **schedule**. **We** will reduce this waiver of **your** excess to £15,000 if **your policy** has continuously been in force with **us** for the last three years.

Buildings

We will pay the cost of repairing or reinstating the damaged **building** and **outbuildings or other structures** including the required fees, costs and expenses agreed by **us**, which are reasonably and necessarily incurred in the repair or reinstatement of the damaged **building** and **outbuildings or other structures**. **We** will normally expect **you** to have repairs carried out, but if **you** and **we** agree that it is not reasonable to do this, **we** will pay **you** an amount **we** both consider is fair.

We will not pay the cost of complying with any government or local authority requirement if:

1. **you** received notice of the requirement before the damage happened; or
2. the **building** or **outbuildings or other structures** were not originally built in line with any government and local authority regulation in force at that time.

Contents

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.

Tenants' improvements

For tenants' improvements **we** will decide whether **we** repair or replace damaged parts.

Specified items of art, collections, jewellery, watches and valuable items

Items, pairs or sets worth more than £50,000 each for **your art and collections** and more than £25,000 each for **jewellery, watches and valuable items** must be specified individually. Any items that have not been individually specified will be covered as unspecified items.

The most **we** will pay is the corresponding **amount insured** for each specified item in the specification agreed by **us** and held by **us** or **your** insurance broker

Art and collections

For specified **art and collections**, if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the loss in value of the damaged item.

Jewellery, watches and valuable items

For specified **jewellery, watches and valuable items**, if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the loss in value of the damaged item.

Loss in value

If **we** repair a damaged specified item, **we** will also pay for any loss in value. The most **we** will pay in total for a damaged item and its loss in value is the amount shown for that item shown in the specification agreed by **us** and held by **us** or **your** insurance broker.

Destruction

If any specified item is lost or destroyed, **we** will pay the value shown for that item in the specification agreed by **us** and held by **us** or **your** insurance broker.

Professional valuation

If:

1. any specified item has had a professional valuation carried out within the last three years; and
2. the values in the specification agreed by **us** and held by **us** or **your** insurance broker reflect this valuation;

we agree to cover these items on an increased value basis.

This means **we** will pay the value of the item at the time of loss even if it is more than the value shown for that item in the specification.

The most **we** will pay for the increase in value:

1. in respect of each specified item of **art and collections, jewellery, watches and valuable items** is an additional 25% of the value shown for that item in the specification; or
2. is £100,000 in total for each incident of loss,

whichever is the lower.

Unspecified items of art, collections jewellery,

For items that are not specified, **we** will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement, **we** will pay the market value of the item on the date of loss. If **we** repair it, **we** will also pay for any

watches and valuable items	<p>loss in value.</p> <p>The most we will pay for any one unspecified item, pair or set is the corresponding amount insured.</p> <p>The most we will pay in total for each incident of loss is the amount insured for each category of unspecified items.</p>
Index linking	<p>If your schedule shows an amount insured for buildings, contents, art and collections and jewellery, watches we will adjust these amounts each month according to an appropriate index. We will not increase your premium for this during the period of insurance. However, you must check all amounts insured regularly, especially when you renew the policy, to make sure they reflect the full value of all corresponding items.</p>
Pairs and sets	<p>If any specified or unspecified items which have an increased value because they form part of a pair or set are lost or damaged, any payment we make will take account of the increased value.</p>
Full payment	<p>If we pay the full value for any specified or unspecified item, pair or set, we will then have the right to take possession of it.</p>
Recovered item	<p>If we recover any specified or unspecified item after we have paid a claim, we will write to you at your correspondence address shown in the schedule and you can buy it back from us within 60 days. We will charge you the lesser of:</p> <ol style="list-style-type: none"> 1. the amount we paid for the claim; or 2. the fair market value of the item at the time we recover it.

Your obligations

Drones	<p>You must ensure that:</p> <ol style="list-style-type: none"> 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. <p>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.</p>
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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

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

What is covered

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

What is not covered

We do not cover:

- | | |
|------------------------------------|--|
| Limitations in North America | 1. your liability for any act or incident which happens 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 period of insurance . |
| Your own property | 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. |
| Contractual liability for premises | 3. your liability as owner of any premises, which arises under contract or agreement, unless you would have been liable in the absence of the contract or agreement. |
| Rectifying defects | 4. your 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. your liability arising out of: <ol style="list-style-type: none"> a. owning, occupying, using or possessing any land or building not at the address in the schedule, other than: <ol style="list-style-type: none"> i. damage to property for which you as tenant are legally liable to the owner; ii. any liability in respect of property previously occupied by you, 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 iii. any land covered under Additional cover, Newly acquired land in the United Kingdom; |
| Revenue generating activities | <ol style="list-style-type: none"> b. revenue generating activities, other than letting your home, incidental farming and clerical and administrative work you carry out in your home; c. passing on any infectious disease or any virus, syndrome or illness. However, this does not apply to your liability to any domestic employee; |
| 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, we will not in any event cover any liability for which you 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 | <ol style="list-style-type: none"> f. any aircraft, other than a drone. However, we do not in any event cover your liability arising out of any drone flown: <ol style="list-style-type: none"> i. in any controlled airspace; ii. within an aerodrome traffic zone; |

	<ul style="list-style-type: none"> 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	<p>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:</p> <ul style="list-style-type: none"> 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	<p>7. your liability arising out of:</p> <ul style="list-style-type: none"> 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	<p>If you have employees, the following extra exclusions apply to your liability to them:</p> <p>We do not cover:</p> <ul style="list-style-type: none"> 1. your liability arising out of: <ul style="list-style-type: none"> 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.

How much we will pay

Costs and expenses	<p>We will pay up to the corresponding amount insured for each actual or threatened claim.</p> <p>In addition to the amount insured, we will pay the costs and expenses we agree to in advance to defend a covered claim.</p> <p>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.</p>
Claims arising from the same incident	<p>The most we will pay for any one act, incident, claim or unrecovered court award is the amount insured.</p> <p>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.</p>

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 drone ;
Employees	2. bodily injury to any employee of yours ;
Defective Premises Act	3. your 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.

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-LEGHNW(3)
18781 07/21

You are automatically covered by 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	You can phone our UK-based call centre at any time on the telephone number shown in your schedule to receive legal advice or to make a claim under this section. To help us check and improve our service standards, we may record all calls. 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.
DAS Householdlaw	You have access to legal guides, document builders and more. Whether you want to challenge an employment decision, apply for flexible working rights, contend a parking ticket or create a will, DAS Householdlaw can help. Visit www.dashouseholdlaw.co.uk and use the voucher code detailed in your schedule to sign up.
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.

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 preferred law firm , law firm, accountant or other suitably qualified person we will appoint to act on your behalf.
Costs and expenses	<ol style="list-style-type: none"> All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with our standard terms of appointment. The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.
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, which could include a conditional fee agreement (no win, no fee).
Date of occurrence	<ol style="list-style-type: none"> 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 different times from the same originating 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 you first became aware of it). For criminal cases, the date of occurrence is when you began or are alleged to have begun to break the criminal law in question. For insured incident 6 – tax protection, the date of occurrence is when HM Revenue & Customs first notifies you in writing of its intention to make enquiries.
Preferred law firm	A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the standard terms of appointment .
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%. We , or

a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

Secondary home

Private dwellings and/or private land in the **United Kingdom** which is owned by **you**.

Territorial limit

- a. For insured incident 3 – bodily injury: anywhere in the world.
- b. For insured incident 2 – contract disputes (excluding 2.2): The **United Kingdom**, the **European Union**, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- c. For all other insured incidents: the **United Kingdom**.

You/your

- a. The insured named on the **schedule** (the policyholder).
- b. **We** will also cover any member of the policyholder's family who always lives with the policyholder, on the same basis that the policyholder would be entitled to cover under this section. This includes:
 - i. unmarried partners of the family members; and
 - ii. **domestic employees**,
who live in **your home**; and
 - iii. students temporarily living away from **your home**

Anyone included within (b) above who is claiming under this section of the **policy** must have the policyholder's agreement to claim.

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 **your** 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**.
 - 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. **You** must not negotiate or agree to a settlement without **our** written consent.
 - 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** and court attendance and jury service expenses, that **we** have to pay and must pay to **us** all such costs or 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, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details available from 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 jointly agreed barrister, solicitor or other suitably qualified person. 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 the parties or one party may pay all the costs.
 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.
- If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

What is covered

1. **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 the insured incident happens within the **territorial limit**;
 - c. any legal proceedings, or any other proceedings to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and
 - d. **reasonable prospects** exist for the duration of the claim.

How much we will pay

- We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:
1. 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**;
 2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**;
 3. 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;
 4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the **policy**, **we** must agree that **reasonable prospects** exist; and
 5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs**

and expenses is the value of the likely award.

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**.

The first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your own law firm**, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Insured incidents we will cover

Insured incident 1 –
employment disputes

We will pay **costs and expenses** for **your** legal rights:

1. in a dispute relating to **your** employment where **you** are an employee, worker or office holder;
2. following a dispute relating to or arising from the contract of employment between **you** and **domestic employees**, ex **domestic employees** or prospective **domestic employees**;
3. against **domestic employees** or ex **domestic employees** to recover possession of premises **you** own or are responsible for.

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

1. disciplinary hearings or internal grievance procedures.
2. any claim relating solely to bodily injury (please refer to insured incident 3 bodily injury).

Insured incident 2 –
contract disputes

We will pay **costs and expenses** for **your** legal rights:

1. in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:
 - a. buying or hiring in goods or services; or
 - b. selling goods;
2. in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into in a personal capacity for the buying or selling of your **home** and/or **secondary home**.

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

1. a lease of less than eight years, or a licence or tenancy of land or buildings or the sale or purchase of land or buildings (other than disputes arising from **you** buying or selling **your** principal **home** or **your secondary home** or **you** renting **your** principal **home** as a tenant). However, **we** do cover a dispute with a professional adviser in connection with these matters.
2. the settlement payable under an insurance policy. However, **we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim.

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**.

Please note that **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.

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

1. any illness or bodily injury which happens gradually.
2. clinical negligence (please refer to insured incident 4 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 alleged failure to correctly diagnose **your** condition.

Insured incident 5 – property protection

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

1. any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100;

*Please note **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.*

2. any legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your home** or **secondary home**, or some right over, or in connection with it); or
3. trespass.

*Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or material property that are the subject of the dispute.*

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** and **secondary home**;
 - c. someone legally taking **your home** and/or **secondary home** or material property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** and/or **secondary home** or material property by any government or public;
 - 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. The first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Insured incident 6 – tax protection

We will pay **costs and expenses** for a comprehensive examination by HM Revenue & Customs that considers all areas of **your** self-assessment tax return, but not enquiries limited to one or more specific area.

We will not pay for:

1. any claim if **you** are self-employed, a sole-trader, or in a business partnership.
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 for 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

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

service and court attendance	<ol style="list-style-type: none"> 1. to attend any court or tribunal at the request of the appointed representative. 2. to perform jury service. <p>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.</p> <p>We will not pay any claim if you are unable to prove your loss.</p>
Insured incident 9 – education admissions appeals	<p>We will pay costs and expenses:</p> <ol style="list-style-type: none"> 1. in an appeal against a refusal to admit your child to their chosen educational establishment; 2. in a dispute arising from the temporary exclusion or permanent expulsion of your child from their educational establishment.
Insured incident 10 – planning application refusal appeals	<p>We will pay costs and expenses to appeal the refusal of the Local Planning Authority to grant planning permission following your request for planning approval.</p> <p>We will not pay any claim unless you;</p> <ol style="list-style-type: none"> 1. have taken all reasonable steps to ensure planning permission is granted, including consulting with the Local Authority prior to submitting your application; and 2. have exhausted every alternative option to secure planning approval prior to launching a planning application appeal. <p>We will not pay for any planning applications you make which are not for land already owned by you at the address shown in your schedule.</p>

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 written or verbal remarks which damage **your** reputation.
 6. a dispute with **us** not otherwise dealt with under extra condition 7. above.
 7. **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
 8. 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**.
 9. 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.
 10. any claim where **you** are not represented by a law firm, barrister or tax expert.
 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.

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.

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.

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.

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.

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

Extra conditions	<p>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.</p> <p>This section is not a maintenance contract. It does not cover the cost of day to day maintenance for which you are responsible.</p> <p>We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.</p> <p>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.</p> <p>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.</p> <p>All permanent repairs are guaranteed for 12 months.</p> <p>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.</p>
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What is covered	<p>We agree to cover the costs of:</p> <ol style="list-style-type: none"> 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; <p>provided that:</p> <ol style="list-style-type: none"> 1. such insured event is sudden, unexpected and requires immediate corrective action to: <ol style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>If you think there is a gas leak, you should contact the National Gas Emergency Service on 0800 111 999.</p> <p>If there is an emergency relating to another service such as the mains water or electricity supply, you should contact your supplier.</p>
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Insured incidents

Roof damage	Any physical damage to the roof of your home 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 you are responsible for within the legal boundaries of your home . We do not cover pipes for which your water supply or sewerage company are responsible.
Heating failure	The failure of the main heating system in your home . We 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 your home . We 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 your home .
Home security	The failure of or physical damage to external doors, windows or locks resulting in your home becoming insecure.
Keys	The only available set of keys to your home is lost, stolen or damaged and you can't replace them, or can't gain normal access to your home .
Vermin	An infestation by vermin in your home which prevents the use of the loft or one or more rooms in your home .

How much we will pay

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

What is not covered

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

Nobody at home	The costs incurred where our contractor has attended at an agreed time but nobody aged 18 or over was at your home .
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 you failed to carry out work or repairs that you 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 our 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 your 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 subsidence, landslip or heave .
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 policy e.g. time taken off work or replacement carpet damaged by a leak.

Family protection

WD-APC-UK-PROT(1)
18775 05/18

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.

If **you** are the victim of a **kidnap**, please also refer to 'Your obligations' shown below.

Special definitions for this section

Additional costs	<ol style="list-style-type: none"> 1. Your wasted travel and accommodation costs during the period of the kidnap. 2. Costs of medical expenses incurred as a direct result of a kidnap. 3. A reward agreed by us which you pay to an informant for information which leads to the resolution of a kidnap. 4. Reasonable rest and rehabilitation expenses you, as the victim of a kidnap, or your family incur following your return. 5. Funeral expenses or the cost of transporting your remains to your home if you die as a direct result of your kidnap.
Air rage	A violent and unprovoked physical attack against you during the period of insurance by a person unknown to you while you are occupying an aircraft as a passenger.
Control Risks	Crisis management consultants recommended by us .
Disablement	<p>Physical injury suffered during the period of insurance which results in the permanent and total loss of:</p> <ol style="list-style-type: none"> 1. sight in an eye; 2. hearing; 3. use of a complete arm, hand, foot or leg; or 4. speech; <p>within 12 calendar months of such physical injury.</p>
Hijack	The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which you are travelling.
Identity fraud	An individual person or a group of people knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Kidnap	The illegal taking and holding captive of you by people who then demand a ransom as a condition of your release.
Medical expenses	<p>The costs incurred 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.</p> <p>We do not include within medical expenses:</p> <ol style="list-style-type: none"> 1. any costs incurred more than 12 months after the date you were first injured or first became ill; or 2. the costs of any psychiatric services.
Ransom	Cash or marketable goods or services surrendered or to be surrendered by you or on your behalf to meet a kidnap demand.

Road rage	A violent and unprovoked physical attack against you or your chauffeur while you or your chauffeur are using a car or a motor vehicle which is owned, rented or used by you on a regular basis.
Stalking threat	Any act committed during the period of insurance by any person with the intent to damage property owned by you or to harass, injure or harm you . The person committing the act must be the subject of a court order or injunction issued to protect you .
You/your	The person named as the insured in the schedule and all permanent members of that person's household, including domestic employees who live in the home.

What is covered

Aggravated assault	<p>We will cover you against death or disablement if, during the period of insurance, you are physically injured as a result of the use of force, violence or intimidation by a person who has stolen or attempted to steal any possession from you while you are away from your home.</p> <p>We will also cover the following costs or expenses reasonably and necessarily incurred as a direct result of such physical injury:</p> <ol style="list-style-type: none"> 1. medical expenses; and 2. any salary you do not receive due to your absence from work during the first 60 days from the date of your injury.
Aggravated burglary	<p>We will cover you against any death or disablement that occurs as a result of the use of force, violence or intimidation by a person who illegally enters your home or temporary place of residence during the period of insurance.</p> <p>We will also cover you for the following costs or expenses reasonably and necessarily incurred as a direct result of the physical injuries you sustain:</p> <ol style="list-style-type: none"> 1. medical expenses; 2. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the date of injury; 3. any salary you do not receive due to your absence from work during the first 60 days from the date of your injury; 4. the costs that you have to pay to temporarily relocate away from your home; 5. the costs to improve your home security; 6. the cost of security consultancy and professional security guard services; and 7. the costs that you have to pay, excluding stamp duty, if you permanently relocate away from the home at which an incident of loss occurred. We will only pay your permanent relocation expenses if you relocate within six months of the illegal entry to your home and if your home was not for sale prior to the incident.
Air rage or hijack	<p>We will cover you for the following costs or expenses reasonably and necessarily incurred if you are the victim of a hijack or an air rage incident during the period of insurance:</p> <ol style="list-style-type: none"> 1. medical expenses; 2. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the date of the hijack or air rage incident. 3. travel and accommodation expenses for one family member to be located closer to the hospital where you are receiving care or treatment.
Car-jacking	<p>If you suffer a physical injury during the period of insurance as a result of the use of force, violence or intimidation during the theft or attempted theft of the motor vehicle, or property within the motor vehicle, in which you are travelling we will cover you:</p> <ol style="list-style-type: none"> 1. for psychiatric services which are reasonably and necessarily prescribed by a qualified medical practitioner and incurred within 12 months of the date of injury; and 2. against death or disablement occurring within 12 months of the date of such injury.
Identity fraud	We will cover you for the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud :

1. solicitor's fees to defend a claim against **you** by financial institutions, remove incorrect judgments, challenge a consumer credit rating or witness **your** signature;
2. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
3. fees charged when **you** re-apply for a loan that was originally rejected; and
4. **your** lost earnings because **you** have to take time off work to talk to the police, financial institutions or credit agencies.

Kidnap and ransom

If **you** are the victim of a **kidnap** during the **period of insurance** we will cover **you** against the following:

1. a **ransom** which has been surrendered. If the **ransom** involves marketable goods or services, **we** will pay the actual cash value at the time of their surrender;
2. the fees and expenses of **Control Risks** for a maximum period of 30 days; and
3. **additional costs**.

Road rage

We will cover **you** against the following costs or expenses reasonably and necessarily incurred if **you** or **your** chauffeur are the victim of a **road rage** incident during the **period of insurance**:

1. **medical expenses**;
2. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the date of the **road rage** incident; and
3. travel and accommodation expenses for one family member to be located closer to the hospital where **you** or **your** chauffeur are receiving care or treatment.

Stalking threat

We will cover **you** against the following costs or expenses reasonably and necessarily incurred if **you** are the victim of a **stalking threat**:

1. the costs that **you** have to pay to temporarily relocate away from **your** home;
2. the costs to improve **your** home security;
3. the cost of security consultancy and professional security guard services; and
4. psychiatric services which are prescribed by a qualified medical practitioner and incurred within 12 months of the first incident of a **stalking threat** against **you**.

What is not covered

We do not cover:

1. any loss from aggravated assault, aggravated burglary or car-jacking caused or initiated by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.
2. any death occurring more than 12 months after the date of the incident or event that gave rise to cover under this section.
3. any **identity fraud** connected with **your** business, profession or occupation.
4. any **ransom** surrendered in a face to face encounter involving the use or threat of force or violence unless it is surrendered by a person who is in possession of the **ransom** at that time for the sole purpose of taking it to pay a previously communicated **ransom** demand.
5. any **ransom** surrendered at the place where the **kidnap** occurs unless it is taken there after receipt of the **ransom** demand and for the sole purpose of paying the **ransom**.
6. any act by **you** which would be a criminal offence if it was carried out by **you** in the same country as the **kidnap**.
7. any loss connected with any **road rage** incident caused by any person acting on **your** behalf or any person who is known to **you** or **your** chauffeur.

How much we will pay

The maximum amount **we** will pay for each agreed claim is shown below, unless stated otherwise on the **schedule**. This amount will be shown as an **amount insured**.

Aggregate limit for aggravated assault, aggravated burglary, car-jacking, kidnap and ransom

The most **we** will pay in total during the **period of insurance** for aggravated assault, aggravated burglary, car-jacking and **kidnap** and **ransom** is the **amount insured**.

The most **we** will pay in total during the **period of insurance** for each of the following covers is:

Air rage, hijack or road rage

1. £30,000 for costs and expenses arising from any **air rage**, **hijack** or **road rage** incident.

Identity fraud

2. £30,000 for costs and expenses arising from **identity fraud**. An act or a series of acts against **you** by the same person or group of people is considered to be one **identity fraud**.

Stalking threat

3. £30,000 for costs and expenses arising from a **stalking threat**.

Special limits

The following special limits are included within and not in addition to the amounts shown above or in the **schedule**. For a covered loss involving the benefits shown below, **we** will pay **you** up to the following amounts for each incident of loss:

1.
 - a. £10,000 for **medical expenses** arising from any **air rage** or **road rage** incident.
 - b. £30,000 for all other covered **medical expenses**, other than those arising from **kidnap**.
2. £30,000 for loss of salary.
3.
 - a. £10,000 for psychiatric services arising from any **air rage** or **road rage** incident.
 - b. £30,000 for all other covered psychiatric services.
4. £10,000 for temporary relocation expenses.
5. £10,000 for permanent relocation expenses.
6. £10,000 for travel and accommodation expenses.
7. £10,000 for security expenses.
8. £10,000 for security advice.
9.
 - a. £10,000 for a reward **you** pay to any **kidnap** informant;
 - b. £10,000 for rest and rehabilitation costs;
 - c. £10,000 for funeral expenses or cost of transporting **your** remains; and
 - d. £30,000 for **medical expenses** arising from **kidnap**; but no more than £30,000 in total for all **additional costs**.
10.
 - a.
 - i. £5,000 for the death of a child aged 16 years of age or under; and
 - ii. £100,000 for the death of anyone else; falling within the definition of **you**.
 - b. £100,000 for the total and irrecoverable loss of sight of both eyes.
 - c. £50,000 for total and irrecoverable loss of sight of one eye.
 - d. £100,000 for loss of two limbs.
 - e. £50,000 for loss of one limb.
 - f. £100,000 for total and irrecoverable loss of sight in one eye and loss of one limb.
 - g. £50,000 for the loss of hearing.
 - h. £50,000 for the loss of speech.
 - i. £100,000 for the loss of speech and hearing.
 - j. £100,000 for the loss of speech or hearing and one limb or one eye.

Your obligations

Medical examination	<p>If a claim is made under this section, you must submit to physical examination by a physician that we choose. We may also require a post mortem examination by a physician that we choose, unless prohibited by law. If we require a physical examination or a post mortem examination, this will be paid for by us.</p> <p>We will not make any payment under this section if you do not comply with this condition.</p>
Visits to high-risk areas	<p>You are not covered under this section while visiting countries or areas against the recommendation or advice of the Foreign Office or the Department of Health unless we give our prior written permission. If we agree to this extra cover, revised terms and conditions and an additional premium will apply.</p> <p>Foreign Office website: www.fco.gov.uk.</p> <p>Department of Health website: www.doh.gov.uk.</p>
If a kidnap occurs	<p>If a kidnap and ransom insured event occurs, you or someone on your behalf must:</p> <ol style="list-style-type: none">1. tell us and Control Risks about it as soon as possible and give us or them whatever information we or they need;2. tell the appropriate local authorities of the ransom demand, or allow Control Risks to do so, as soon as possible having regard to the personal safety of the victim;3. be able to show, when you make a claim for the ransom under this section, that the ransom was surrendered under duress. <p>The telephone number for Control Risks is shown on the schedule.</p>
Confidentiality	<p>You must take reasonable steps at all times to ensure that as far as reasonably possible, no one else knows about the existence of the kidnap and ransom cover in your policy.</p>

Travel

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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.

Special definitions for this section

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

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.

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

- 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. snowkiting; 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, parascending other than over water, paragliding, microlighting, 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:

- Pre-booked activities
- 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.
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,

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

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>.

Personal cyber

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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.

Special definitions for this section

Computer system	Any computer network, hardware, software, information technology and communications system, including any mobile phone or tablet, owned by you and used mainly by you for personal purposes, and which is located at your home .
Cyber threat	Any threat from a third party to: <ol style="list-style-type: none"> 1. damage, destroy or corrupt by any means, including but not limited to the introduction of a computer virus: <ol style="list-style-type: none"> a. your personal digital data or personal digital data for which you are responsible; or b. a computer system; or 2. disseminate, divulge or use any electronically held personal information which is not in the public domain, following any unauthorised external electronic access of a computer system by that third party.
Domestic employee	Any person working for you in connection with domestic duties or incidental farming duties who is: <ol style="list-style-type: none"> 1. employed by you under a contract of service; or 2. self-employed and working on a labour-only basis under your control or supervision.
Hacker	Anyone, other than a domestic employee , who maliciously targets you and gains unauthorised access to a computer system solely by circumventing, electronically, the security systems in place to protect against such unauthorised access.
Incidental farming	Farming, including livery (looking after horses), carried out by you on a part-time basis at the address shown in the schedule , as long as any people you employ for this purpose do not work more than 1,000 hours between them during the period of insurance .
Personal contact	Your spouse, partner, relative, personal friend, work colleague or any person with whom you have entered into a contract for goods or services.
Ransom	Cash or marketable goods or services surrendered or to be surrendered by you or on your behalf to meet a cyber threat demand.
You/your	Also includes all permanent members of your household, including domestic employees who live in the home .

What is covered

Hacker damage	If during the period of insurance you discover that your computer system has been damaged, altered or corrupted by a hacker during the period of insurance , we will pay the reasonable and necessary cost of: <ol style="list-style-type: none"> 1. repairing or replacing your computer system; 2. replacing programs to your personal computer, laptop, tablet or mobile phone;
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3. retrieving **your** personal digital data, digital photographs or digital video from **your** personal computer, laptop, tablet or mobile phone; and
4. replacing **your** personal digital music and digital video downloaded to **your** personal computer, laptop, tablet or mobile phone.

Social engineering

If **you** receive a fraudulent email request during the **period of insurance** and **you** transfer funds from **your** personal account to the account of a third party as a direct result of such request, **we** will cover the amount of the funds **you** have transferred.

Cyber theft

If, during the **period of insurance** **you** discover that:

1. **your** personal funds, personal documents or title deeds have been lost as a result of a **hacker** or transferred by a **hacker**; or
2. **you** have incurred charges as a result of the use of **your** personal digital data or call allowance by a **hacker**;

during the **period of insurance**, **we** will pay the cost of the charges **you** have incurred, the funds a **hacker** has transferred or the reasonable and necessary cost of replacing or reconstituting **your** personal documents or title deeds.

Cyber extortion

If **you** are the victim of a **cyber threat** during the **period of insurance**, **we** will cover **you** against:

1. a **ransom** which has been surrendered. If the **ransom** involves marketable goods or services, **we** will pay the actual cash value at the time of their surrender;
2. the fees and expenses of a consultant incurred by **you** with **our** prior written agreement, for advising **you** on handling and negotiating a **ransom** demand; and
3. the loss in transit of a **ransom** by actual damage, destruction, disappearance, confiscation, seizure, theft or wrongful abstraction while being conveyed to the order of such persons as have demanded it, by any person who is authorised to do so by **you**.

Personal cyber media liability

We will pay **you** the amount required to settle a claim or a judgment or arbitration award against **you** if, during the **period of insurance**, a party brings a claim against **you** for actual or alleged:

1. infringement of any intellectual property rights;
2. defamation, including libel, slander, disparagement or malicious falsehood; or
3. negligent transmission of a computer virus;

occurring during the **period of insurance** which arises directly from a **hacker** gaining unauthorised access to the content of **your** personal email, personal social media posting or personal website.

We will also pay reasonable costs and expenses incurred with **our** prior written agreement to defend the claim.

General terms and conditions, What is not covered, Computer error and virus does not apply to this cover.

What is not covered

We do not cover:

1. physical loss or damage to tangible property, other than damage to **your computer system** by a **hacker**.
2. loss arising from the failure of services to **your home** from any third-party service provider.
3. any loss where **you** have wilfully paid or transferred **money**, personal documents or title deeds, whether deception is involved or not. This exclusion does not apply to any claim **we** have agreed to pay under **What is covered**, Social engineering.
4. any:
 - a. loss or liability arising from the use, whether authorised or not, of any email, social media posting or website; or
 - b. loss of or damage to any document, program or software, that relates to, or is used for the purposes of, **your** trade, business or profession.

5. the costs of repairing or replacing any programs, data, photographs, video or music that **you** are able to access from a cloud, remote server or back-up copies.
6. any **ransom** surrendered in a face to face encounter, unless it is surrendered by a person who is authorised by **you** to be in possession of the **ransom** at that time for the sole purpose of taking it to pay a previously communicated **ransom** demand.
7. any matter that prior to the start of this **policy you** knew or reasonably ought to have known would be likely to lead to a covered claim or loss.

How much we will pay

Excess

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim. This amount will be shown as an **amount insured**.

Claims arising from one incident

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**.

All claims 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 affected and regardless of the number of claims actually made. All claims caused by one incident are agreed to be one claim.

Your obligations

If a problem arises

You must not reveal the amount of cover available under this section of the **policy**.

Social engineering

We will not make any payment under **What is covered**, Social engineering for any loss unless before agreeing to any payment **you** or someone on **your** behalf took reasonable steps to:

1. authenticate and verify the identity of the person who sought to obtain **money** from **you**; and
2. establish that person's entitlement to request and receive payment.

Cyber extortion

We will not make any payment under **What is covered**, Cyber extortion for any **ransom** unless **you**:

1. made all reasonable efforts to determine that the **cyber threat** was genuine and not a hoax before agreeing to the payment of the **ransom**;
2. can demonstrate to **us** that the **ransom** is to be paid, or the goods or services are to be surrendered, under duress; and
3. have obtained **our** prior written agreement before the **ransom** is paid or goods or services are surrendered.

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