

Hiscox Home Insurance Policy wording





Contents

General terms and conditions	2
Your home and personal possessions	6
Your legal liabilities	13
Family legal protection	17
Home emergency	22
Travel	25



General terms and conditions

WD-APC-UK-GTC(1) 18769 05/18

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
	 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 .
Endorsement	A change to the terms of the policy agreed by us in writing.
European Union	The countries within the European Union, the United Kingdom and Gibraltar.
Excess	The amount you are required to pay as the first part of each agreed claim.
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.
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.
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	We will:
	1. cover you in accordance with the terms and conditions of this policy in return for the premium you pay; and
	2. pay covered claims as quickly and efficiently as possible.
Your promise to us	You must:
	 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



2. comply with the terms and conditions of this **policy**, including the terms of each section.

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.

How to make a claim	In order for us to deal with your claim you must:		
	1.	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;	
	2.	not admit responsibility or make any offer of payment without our prior agreement;	
	3.	send any correspondence regarding a claim to us or your broker if you have one, as soor as you can;	
	4.	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;	
	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.	
		bu do not, we may reduce any payment we make under this policy by an amount equal to detriment we have suffered as a result of your failure to comply with these obligations.	
		I must also comply with any other conditions contained within the specific sections of 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	3.	If you acted carelessly when giving us your information, several things could happen:
		 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.
Your obligations	Yo	u 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.
		ou do not, we may reduce any payment we make under this policy by an amount equal he detriment we have suffered as a result of your failure to comply with these obligations.



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:
		 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		following exclusions apply to the whole of your policy . There are more specific usions which are shown in the sections to which they apply.
	We c	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:
		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.
Computer error and virus	7.	directly or indirectly due to the loss or distortion of information resulting from computer error or malfunction or computer virus.
Claims promise	if we offer	pride ourselves on offering a service that is fast, efficient and helpful. Please let us know to not pay your claim within four working days after receiving your acceptance of our and we will pay you interest, at your bank's base rate. We will only do this if your nium payments are up-to-date.
	your	can only keep this promise if your bank is in the United Kingdom and if you give us bank details at the time you accept our offer. We can then transfer the money into 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:
	1. money, bank cards or jewellery, watches and valuable items;
	 more than the amount insured for art and collections as stated in the Contents section of your schedule; or
	3. 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:
	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 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:
	 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
	 all terraces, patios, driveways, footpaths, walls, gates, hedges and fences connected to such structures, 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 at the addresses shown in the schedule against physical loss or physical damage which happens during the period of insurance .
Alternative accommodation	If your home cannot be lived in because of:
	1. physical loss or physical damage we have agreed to pay;
	 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
	 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,
	we will also cover the reasonable 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.
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 for no longer than 60 consecutive days 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. If rubbish and waste material has been deposited without your permission on your land at the address shown in your schedule during the period of insurance, we will also pay the reasonable and necessary cost of its removal.
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	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.
	The other additional covers do not apply to this cover.
Tracing a leak	We will pay the costs incurred to find and access the point of escape of a:
	 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 or 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. Building works We will cover the building works, materials and supplies for use on any work to extend. renovate or build your home in the United Kingdom against physical loss or physical damage which happens during the period of insurance. We will only cover such works, materials and supplies which belong to you or for which you are legally responsible while located within the grounds of your home. You must tell us if the estimated or quoted value of the above building work is more than £75.000 at least 30 days before the work starts and before you enter into any contract for the works. If the value of your building work is more than £75,000 several things could happen. We may: amend the terms of this **policy**; 1 2. cancel your policy in accordance with the cancellation condition; or require you to pay more for your cover. 3 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: amend the cover retrospectively and apply these amended terms to all claims under the 1. policy; and treat the **policy** as if it had been cancelled by **us** in accordance with the cancellation 2. 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 **vou** have waived **our** right to take proceedings in **vour** name to recover, for our benefit, the amount of any payment we would have made under this **policy**. Additional covers for If we insure your personal possessions we will also provide you with the following cover up personal possessions to the corresponding amount insured: Increased cost of working We will pay you for the extra necessary and reasonable costs of continuing the clerical and administrative work that you carry out in your home during the time your work is interrupted, if: there is an accidental failure in the supply of the utility services to your home which lasts 1. for more than 24 hours in a row during the period of insurance; or your home or its contents suffer physical loss or physical damage we have agreed to pay. 2. 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. We will cover you against the accidental loss of metered water or domestic heating fuel from Metered water your fixed heating fuel tank, apparatus or pipes which occurs during the period of insurance. and heating oil We will cover your money against physical loss or physical damage which happens Money anywhere in the world during the period of insurance. We do not cover loss of or damage to any electronic, online or crypto currency, including Bitcoin, even where such currency exists in physical form. Retrieving data We will pay the costs involved in retrieving your personal data from the computer in your home or from your other personal electronic devices which have suffered physical damage we have agreed to pay.



Students' belongings	We will cover the personal possessions of permanent members of your household in full time education against physical loss or physical damage covered under this section which happens during the period of insurance while they are studying away from home .			
	We do not cover theft or attempted theft of personal possessions located within a building unless violence and force are used to enter or leave the building.			
Tenants' improvements	We will cover:			
	 the fixtures and fittings and interior decorations which are fixed to and form part of the structure of your home against physical loss or physical damage which happens during the period of insurance; and 			
	2. the costs incurred to:			
	 a. find and access the point of escape of a domestic heating fuel leak within your home; or 			
	b. find a water leak from your permanent plumbing or heating system,			
	which happens during the period of insurance and is likely to cause damage to the fixture and fittings and interior decorations described in 1. above. We will also pay the cost to make good any damage caused by such work.			
	This cover applies where you do not own or are not responsible for insuring the buildings of your home .			
What is not covered	We do not cover:			
	1. loss of or damage caused by:			
	 wear and tear, rust, rot, fungus or mould, normal settlement or anything which happens gradually; 			
	b. cleaning, repair, renovation, restoration or any similar process;			
	c. pollution or contamination;			
	 storm or flood to gates, fences, wind turbines, hedges, lawns, plants or trees. This exclusion shall not apply to damage caused by falling trees and the cost of removin a fallen tree in order to carry out repairs on such property; 			
	 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 April. This exclusion shall not apply if your home is constantly heated to a temperature of at least 10 degrees centigrade during these months; 			
	f. subsidence, heave or landslip:			
	 to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges, fences or wind turbines, unless the main house is also physically damaged at the same time; or 			
	ii. to solid floors unless the load bearing walls are physically damaged at the same time;			
	g. moths, insects, rats, mice, squirrels, rodents or other vermin.			
	2. the cost of removing an infestation from your home .			
	3. faulty workmanship or design, or the use of unsuitable or faulty materials.			
	4. mechanical or electrical faults or breakdown.			
	5. loss or damage caused by coastal or river erosion.			
	6. any normally submerged or partially submerged structure.			
	7. loss caused by you not receiving goods or services you have paid for.			
	 loss of or damage to an item being transported unless it is adequately packed and secured well enough given the nature of the item and how it is transported. 			



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

How much we
will payYour 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.ExcessYour 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.BuildingWe 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.
Art, collections, jewellery, watches and valuable items	For art and collections and jewellery, watches and valuable items , we will decide whether we repair, replace or pay the market value on the date the loss happened.
Under insurance	Occasionally we find that the values declared to us for contents which are not covered on an unlimited basis, art and collections and jewellery , watches and valuable items do not represent the amount it would cost to replace all of the items you own or are legally responsible for. If this happens we will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance we will divide the amount insured by the current replacement cost and multiply this figure by the amount of the agreed claim.
	We will only apply this calculation if we find that the values given to us are less than 75% of the current replacement cost. The calculation will apply both to the amount insured for individually listed items and, where relevant, to the overall amount insured.
Loss in value	If we repair a damaged item, we will also pay for any loss in value based on its current market value. It is your responsibility to prove the loss in value.
Pairs and sets	If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment we make will take account of the increased value.
Full payment	If we pay the full value for an item, pair or set, we will then have the right to take possession of it.
Recovered item	If we recover any 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:
	1. the amount we paid for the claim; or
	2. market value of the item at the time we recover it.

...

...

Your obligations

Drones

You must ensure that:

.. ..

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

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



Your legal liabilities

WD-APC-UK-LB(1) 18773 05/18

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:
	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.
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 o 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	We will cover any claim made against you for compensation arising from any:
	1. bodily injury ; or
	2. property damage;
	occurring during the period of insurance anywhere in the world.
	We will also cover the costs and expenses we agree to in advance to defend the claim.

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

Newly acquired land in the United Kingdom

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:

- 1. the land has not been acquired for property development, farming activities or any business pursuits;
- 2. there are no buildings on the acquired land; and
- 3. you notify us within 60 days of the acquisition and pay any additional premium we require.

We will also cover the costs and expenses we agree to in advance to defend the claim.

Unpaid damages

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:



- 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.

What is not covered	We	do not c	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.	employ	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 li	ability arising out of:				
			wning, occupying, using or possessing any land or building not at the address in the chedule , other than:				
		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			evenue generating activities, other than letting your home , incidental farming and lerical and administrative work you carry out in your home ;				
Infectious diseases		c. pa	assing on any infectious disease or any virus, syndrome or illness;				
Mechanically propelled vehicles		 any mechanically propelled vehicle, other than bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment, mobility scooters and or wheelchairs. 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			ny mechanically propelled vehicle whilst involved in racing, rallies, trials, pace- naking or speed testing in any prearranged or organised event or any track use;				
Aircraft			ny aircraft, other than a drone . However, we do not in any event cover your liability rising out of any drone flown:				
		i.	in any controlled airspace;				
		ii.	within an aerodrome traffic zone;				
		iii	. at a height of more than 120 metres above the surface; or				
		iv	r. in any race;				
Watercraft		g. aı	ny watercraft other than rowing boats, dinghies, sail boards and surfboards;				



Animals	 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	 your liability from pollution or contamination of air, water or soil unless this was caused by an accident during the period of insurance in the country in which your home is situated and: 				
	a. you tell us about the accident as soon as possible but no later than 60 days after the end of the period of insurance ; and				
	b. you prove that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutant or contaminant.				
Business activities	7. your liability arising out of:				
	a. the provision of any goods or services; or				
	b. you or your employees doing anything for or to a third party for a fee.				
Fines and penalties	8. liability for fines or penalties, or for damages intended to punish or make an example of you .				
Exclusions if you	If you have employees, the following extra exclusions apply to your liability to them:				
have employees	We do not cover:				
	1. your liability arising out of:				
	 a. work your employees do for you, other than clerical and administrative work you carry out in your home, domestic duties relating to your home and gardens or incidental farming duties; 				
	b. work your employees do in the United States of America or Canada after they have been in either or both countries for 90 days in total during the period of insurance ; or				
	 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 				
	 amounts you legally have to pay after a judgment or award from courts outside the European Union. This also applies to the enforcement of such awards in courts in the European Union. 				
How much we will pay	We will pay up to the corresponding amount insured for each actual or threatened claim.				
Costs and expenses	In addition to the amount insured , we will pay the costs and expenses we agree to in advance to defend a covered claim.				
	If a payment greater than the amount insured has to be paid for a covered claim, the amount we will pay for costs and expenses will be limited to the proportion the amount insured bears to the amount paid in respect of the claim.				
Claims arising from the same incident	The most we will pay for any one act, incident, claim or unrecovered court award is the amount insured .				
	All claims and losses which arise from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim, however many of you may be legally liable and regardless of the number of claims actually made.				
	The most we will pay for claims arising from each of the following is the corresponding				
Special limits	amount insured:				



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.	bikes, motorbikes under 51cc, 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-LEGHM(1) 18782 05/18

Your schedule will indicate if your policy includes this section.

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

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

How we can help	You can phone us at any time on the number shown in your schedule to receive legal advice or to make a claim under this section. When phoning, please tell us your policy number. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams, and explain what to do next.			
	If you prefer to report your claim in writing or by email you can send it to our claims department at the address shown in your schedule .			
When we cannot help	Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.			
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	a. All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with our Standard Terms of Appointment.			
	b. The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.			
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. Where a law firm is acting as an appointed representative the hourly rate is shown in your schedule . This amount may vary from time to time.			
Date of occurrence	a. For civil cases (except under Insured incident 6 – tax protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it).			
	b. For criminal cases, the date of occurrence is when you began or are alleged to have begun to break the criminal law in question.			
	c. For Insured incident 6 – tax protection, the date of occurrence is when the HM Revenue & Customs first notifies in writing the intention to make enquiries.			
Preferred law firm	A law firm or barristers' chambers we choose to provide legal services.			
Reasonable prospects	For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.			
Territorial limit	a. For Insured incident 3 – bodily injury: anywhere in the world.			
	b. For all other Insured incidents: the United Kingdom .			
You/your	The insured named on the schedule .			



Extra conditions	1.	You	ı 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.	
		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. The amount we will pay a law firm (where acting as the appointed representative) is the hourly rate shown in your schedule. This amount may vary from time to time.	
		d.	The appointed representative must co-operate with us at all times and must keep us up-to-date with the progress of the claim.	
		e.	You must give the appointed representative any instructions that we ask you to.	
	f.	f.	You must co-operate fully with us and the appointed representative.	
	3. а	a.	You must tell us if anyone offers to settle a claim.	
	b.	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:		
	â	a.	instruct the appointed representative to have costs and expenses taxed, assessed or audited, if we ask for this; and	
		b.	take every step to recover costs and expenses , that we have to pay and must pay to us all such costs and expenses that are recovered.	
	5.	you	appointed representative refuses to continue acting for you with good reason or if dismiss an appointed representative without good reason, the cover we provide will immediately, unless we agree to appoint another appointed representative.	
	6.	insti	bu settle a claim or withdraw it without our agreement, or do not give suitable ructions to the appointed representative , we can withdraw cover and we will be tled to reclaim from you any costs and expenses paid by us .	
7		not Oml sma omb ther or o over The	ere is a disagreement between you and us about the handling of a claim and it is resolved through our internal complaints procedure you can contact the Financial budsman Service for help. This is a free arbitration service for eligible consumers, all businesses, charities and trusts. Details available from www.financial- budsman.org.uk. If your dispute is not covered by the Financial Ombudsman Service e is a separate arbitration process available. The arbitrator will be a barrister, solicitor ther suitably qualified person chosen jointly by you and us . If there is a disagreement r the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. arbitrator will decide who will pay the costs of the arbitration. For example, costs r be split between you and us or may be paid by either you or us .	

8. **We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle.



	The expert must be approved in advance by us and the cost agreed in writing betwe 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.				
	 In respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist. 				
	10. For an enforcement of judgment to recover money and interest due to you after a successful claim under this policy , we must agree that reasonable prospects exist				
What is covered	We agree to provide you with the insurance in this section, as long as:				
	a. the premium has been paid;				
	b. the date of occurrence of the insured incident is during the period of insurance an within the territorial limit ;	ıd			
	c. any legal proceedings will be dealt with by a court, or other body which we agree to, the territorial limit ;	in			
	d. reasonable prospects exist for the duration of the claim.				
How much we will pay	The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the corresponding amount insured .				
	The most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm . The amount we will pay a law firm (where acting as an appointed representative) is the hourly rate shown in your schedule . This amount may vary from time to time.				
What we will not pay	In the event of a claim, if you decide not to use the services of a preferred law firm , you will be responsible for any costs that fall outside our standard terms of appointment and these will not be paid by us .				
Insured incidents we will cover					
Insured incident 1 – employment disputes	We will pay costs and expenses for your legal rights following a dispute relating to your contract of employment.				
	We will not pay for any claim relating to the following:				
	1. disciplinary hearings or internal grievance procedures;				
	2. any claim relating solely to personal injury;				
	3. a settlement agreement while you are still employed.				
Insured incident 2 – contract disputes	We will pay costs and expenses for your legal rights in a contractual dispute arising from an agreement or an alleged agreement which you have entered into for:				
	1. the buying or hiring in of any goods or services; or				
	2. the selling of any goods, provided that:				
	a. the amount in dispute is more than £100;				
	b. you have entered into the agreement during the period of insurance.				
	We will not pay for any claim relating to the following:				
	1. a contract regarding your trade, profession, business or employment.				
	 a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional advisor in connection with these matters. 	I			



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

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

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

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

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

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

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

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

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

We will not pay for:

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

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

We will not pay for:

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

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;

Insured incident 3 – bodily injury

Insured incident 4 -

clinical negligence

Insured incident 5 – property protection

Insured incident 7 -

legal defence

Insured incident 6 -

tax protection



		b. civil action being taken against you under any discrimination legislation; or				
		c. civil action being taken against you under data protection legislation.				
	2.	if an event leads to your prosecution for an offence connected with the use or driving of a motor vehicle.				
	We will not pay any claim:					
	1.	relating to parking offences.				
	2.	relating to the driving of a motor vehicle by you for which you do not have valid motor insurance.				
	3.	resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.				
Insured incident 8 –	We	We will cover your absence from work:				
jury service and	a.	to attend any court or tribunal at the request of the appointed representative .				
court attendance expenses	b.	to perform jury service.				
		maximum we will pay is your net salary or wages for the time that you are absent from cless any amount the court gives you .				
	We	will not pay any claim if you are unable to prove your loss.				
What is not covered	We	We do not cover the following:				
	1.	any incident or matter arising before the start of this policy .				
	2.	any costs and expenses incurred before our written acceptance of a claim.				
	3.	fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.				
	4.	any incident intentionally brought about by you .				
	5.	any claim relating to your alleged dishonesty or alleged violent behaviour.				
	6.	any claim relating to written or verbal remarks which damage your reputation.				
	7.	a dispute with an insurer shown in your schedule not otherwise dealt with under extra condition 7 above.				
	8.	costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.				
	9.	any legal action you take which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.				
	10.	any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.				
	11.	a claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.				
	12.	any claim where you are not represented by a law firm, barrister or tax expert.				



Home emergency

WD-APC-UK-HEM(1) 18780 05/18

Your schedule will indicate if your policy includes this section.

You are automatically covered by this section for your home located within the United Kingdom.

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 'Your obligations' shown below.

Extra conditions	We will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under this policy .					
	If any cost covered under this section is also covered by any maintenance contract, we will not pay more than our fair share (rateable proportion) of the claim.					
	This section is not a maintenance contract. It does not cover the cost of day to day maintenance for which you are responsible.					
	If you would like to arrange a central heating boiler service at your expense, please contact us on the 24-hour home emergency line and advise the operator of your requirements, making it clear you are not making a claim under this policy for an emergency.					
	All permanent repairs are guaranteed for 12 months.					
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 .					
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 .					
What is covered	We will cover you against and will organise repair work if, during the period of insurance , you suffer a sudden and unforeseen incident resulting in an emergency at your home which, if not dealt with immediately, will:					
	1. pose a health risk to you or anyone else in your home ;					
	2. make your home unsafe or unsecure;					
	3. create a risk of physical loss or physical damage to your home or its contents , including actual breakage of your toilet bowl or cistern;					
	 leave your home without electricity, gas or water supply or mains drainage within the boundaries of your home; 					
	 leave your home without its main source of heating or hot water and where no alternative exists; 					
	6. make it impossible for you to live in or gain access to your home ; or					
	7. result in vermin causing damage inside your home or pose a health risk to you .					
Additional cover						
Alternative accommodation	We will also cover your reasonable and necessary costs for alternative accommodation and transportation, which we have agreed to in advance, while your home cannot be lived in because of an emergency we have agreed to pay under this section.					
Specific cover						
Replacement boiler costs	We will also cover a contribution towards the cost to replace your central heating boiler if the estimated cost of contractor's labour and replacement parts required to permanently repair your existing boiler exceeds its depreciation value, which is calculated according to its age.					



What is not covered	We do not cover the costs of:				
	1. repairs for the following events:				
		a. any loss or damage known about before the start of this policy ;			
		b. any leaking or dripping tap that requires re-washering or replacing;			
		c. any boiler that needs descaling;			
		d. replacing sanitary ware, cylinders, tanks, radiators, external overflows and septic tanks			
		e. interruption in the electricity supply to, or failure of, burglar or fire alarm systems or CCTV surveillance systems ;			
		f. burst or leaking flexible hoses or leaking appliances and other mechanical equipment; or			
		g. any incident in your home if it has not been lived in for 60 consecutive days.			
		 h. the temporary loss of keys required to gain access to your home, where alternative keys are available, or loss of keys to your outbuildings; 			
	2.	repairs to:			
		a. any boiler over 15 years old;			
		b. boilers with an output over 60 kw per hour; or			
		c. warm air or solar powered heating systems.			
	3.	responding to or rectifying intermittent faults.			
	4.	replacing your boiler or heating system. However, this does not apply to What is covered , Specific cover , Replacement boiler costs.			
	5.	repairing any loss or damage arising because a utility company has deliberately disconnected or interrupted the mains service.			
	6.	providing any equipment or services which are the responsibility or property of the utility company.			
	7.	normal day to day maintenance.			
	8.	replacing items that have worn out over a period of time.			
How much we will pay		each emergency described in the What is covered section above, we will pay up to the ount insured towards the total cost of call out charges, labour, parts and materials to:			
	1.	carry out a temporary repair;			
	2.	carry out a permanent repair if it can be done at a similar cost to a temporary repair;			
	3.	undertake remedial action to stop or prevent any further damage occurring; or			
	4.	gain access to your home and make it safe and secure.			
Special limits	am	e most we will pay for each item below, unless otherwise stated in the schedule is the ount specified below. This is included within and not in addition to the amount insured for section:			
Alternative accommodation	1.	£150 per night, including VAT and transportation costs, for a total of three consecutive nights			
Replacement boiler costs	2.	£250 towards the cost of a replacement boiler.			
Your obligations		ou suffer an emergency described in this section, you must tell us as soon as you can by ing the 24-hour home emergency line shown in your schedule.			
		will not pay the cost of any repairs unless you have told us in advance and we have horised a tradesperson in advance.			



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

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



Travel

WD-APC-UK-TRAV(1) 18776 05/18

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, landslip, avalanche, bad weather, accident or mechanical breakdown directly or indirectly affecting the vehicle in which you are travelling.				
Insured trip	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 .				
	If your trip continues beyond the period shown in the schedule , we will continue to provide cover but only in the following circumstances:				
	 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 				
	 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. 				
	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:				
	1. the time you arrive back at your home in the United Kingdom; or				
	 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	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.				
	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.				
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	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	1.		are injured or become ill during an insured trip , we will reimburse you for the following ses reasonably and necessarily incurred as a direct result of the injury or illness.
Medical expenses		re p	he costs incurred outside the United Kingdom for medical, surgical or other emedial attention or treatment given or prescribed by a qualified medical ractitioner and all hospital, nursing home and ambulance charges. This includes ental expenses incurred in an emergency for immediate pain relief.
		V	Ve 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.
		W	Ve 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;
			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		р	he extra travel and accommodation expenses incurred by you and up to two eople who need to travel to you , remain with you or escort you home to the United (ingdom if the qualified medical practitioner treating you says this is necessary.
Repatriation expenses		if	he cost of sending you back to the United Kingdom by the most suitable transport our medical adviser in consultation with the qualified medical practitioner treating ou agrees that this is necessary.
			Ve will not pay for you to be sent back more than 12 months after the date you vere injured or first became ill.
Hospital in-patient benefit		y	Ve will pay the amount shown in the schedule for each complete 24-hour period ou have to spend as a hospital in-patient outside the United Kingdom . This is in ddition to any amount paid for medical, emergency travel and repatriation expenses.
		in	lospital 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 elephone calls, subsistence meals and drinks.
Funeral expenses		C	you die during the insured trip , we will pay for funeral expenses abroad or the ost of transporting you back to the United Kingdom . This is in addition to any mount paid for medical and emergency travel expenses.
Cancellation and curtailment	2.	cance	Il cover cancellation and curtailment as described below if a booked trip is lled or an insured trip is cancelled or cut short as a direct result of any of the ng circumstances happening during the period of insurance :
		a. i.	your death, accidental injury or illness;



		O fia	ne death, accidental injury or illness of your travelling companion or your r your travelling companion's spouse or partner, close relative, fiancée or ancé, business partner or someone you or your travelling companion are lanning to stay with or conduct business with during the insured trip ;
		iii. th	ne death of a close friend;
			ou , your travelling companion or someone you are planning to stay with or onduct business with during the insured trip being:
		1	. put in quarantine;
		2	. called for jury service or as a court witness;
		3	 made redundant, as long as the redundancy qualifies for payment under current law;
		4	 required to be in the United Kingdom following a burglary at or major damage to their home;
		5	 major damage to your pre-arranged accommodation making it impossible for you to stay there;
			hijack or kidnap which prevents you from starting or continuing the usured trip;
			ne cancellation or delayed departure for 24-hours or more of the scheduled ansport on which you are booked to travel because of an insured peril ; or
		y U si th	ou missing the scheduled transport on which you are booked to travel on our outward journey because you are unable to leave your home in the Inited Kingdom for 24-hours or more or complete your journey due to heavy now, flood, landslip, earthquake or severe storm. However, you must ensure hat you have done everything you reasonably can to arrive at the departure oint in good time.
			you do not, we may reduce any payment we make under this section by n amount equal to the detriment we have suffered as a result.
	trip v of sp of He durin coun	vithin f ecific f ealth & g such try, inc	the value of the country in a secribed below if you have to cancel an insured the 48-hours prior to your scheduled date of departure, as a direct result travel advice from the Foreign & Commonwealth Office, the Department Social Care or the World Health Organization which is in force at any time to 48-hour period, warning against travelling to that country or part of that cluding any travel advice given by government officials of the country in are travelling to, not to travel to that country for safety reasons.
Cancellation	b.	canno activit	ill reimburse you for amounts you have paid or legally have to pay and which of be recovered for your own unused travel, accommodation and pre-booked ies and excursions if you are unable to proceed with an insured trip prior to mmencement.
			cover also applies to bookings you make during the period of insurance and already booked at the start of the period of insurance .
			ver under this cancellation section ends at the expiry date of the period of ance if you do not renew your travel insurance with us .
Curtailment	c.	If the	insured trip is cut short we will reimburse you up to the amount insured for:
			he reasonable extra travel and accommodation expenses incurred by you to eturn home; and
			Your own unused travel, accommodation and pre-booked activities and excursions you have paid or legally have to pay and which cannot be recovered.
Pre-booked activities and excursions	d.	canno an ins	Ill reimburse you for amounts you have paid or legally have to pay and which to be recovered for your pre-booked activities and excursions if you proceed with sured trip but where you are unable to proceed with your pre-booked activities accursions due to accidental injury or illness to you or your travelling companion.
			cover also applies to bookings you make during the period of insurance and already booked at the start of the period of insurance .



		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:		
		 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; 		
		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:		
		 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 		
		 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	1.	We will pay if your scheduled port visit is cancelled due to adverse weather or timetable restrictions.	
		We will not make any payment for:	
		 any claim arising from your ships failure to put people ashore due to the mechanical or operations failure of the ships tender; 	
		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	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 .	
		We will not make any payment for confinement unless the confinement was confirmed to you in writing by the ships medical officer.	
Motor excess waiver	3.	We will pay for:	
		 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 	
		 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. 	
		We will not make any payment for:	
		a. any claim where you have not followed the terms of your rental agreement;	
		b. any person aged under 21 years old;	
		 any claim for damage caused as a result of theft of the vehicle, unless a written police report is obtained. 	
Winter sports cover	Wh	ere the schedule show you have Winter sports cover, we will cover the following.	
	5.	We will cover the following, provided Winter sports is showing as covered in your schedule:	
Winter sports equipment hire		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 .	



Winter package	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.					
Piste closure	С	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.					
	v	We will not make any payment for:					
	а	 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; 					
	С	off-piste skiing unless you are accompanied;					
	d	. free-style skiing or ski jumping;					
	е	. skiing or snowboarding:					
		i. outside of the resort boundary, backcountry or any alpine ski touring;					
		ii. by helicopter or snow cat; or					
		iii. on any terrain park within resort;					
	f.	ice hockey;					
	g	. use of a bobsled/bobsleigh, including use of any bobsleigh runs;					
	h	. use of a kite wing on snow;					
	i.	snow kiting; or					
	j.	any competition, other than races organised by ski schools.					
What is not covered	We do	not cover:					
	1. lo	ess arising from any trip within the United Kingdom unless:					
	а	. you have pre-booked accommodation or travel; and					
	b	. the trip is for a minimum of two nights.					
	2. a	ny medical expenses incurred in the United Kingdom.					
	С	ny travel, accommodation, activity or excursion expenses which any transport ompany, tour operator, travel association or financial protection scheme has agreed o pay or is obliged to pay.					
	1 2	ny trin that:					

- 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 doctor's certificate to support **your** claim.
- 6. any claim:
 - a. arising out of a medical condition where **you** have been advised not to travel by **your** medical practitioner;
 - b. 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;



			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;						
			resulting from you committing suicide, deliberately injuring yourself or putting /ourself in unnecessary danger, unless trying to save a human life; or						
		e. re	esulting from any criminal act by you .						
	7.	the co	ost of any medication you need and were taking before the start of the insured trip .						
	8.	any cl	any claim resulting from you taking part in any of the following hazardous activities:						
		a. 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	ii. any other scuba diving activities unless you :						
			 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 						
			 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;						
		V	 white-water rafting unless you are accompanied by a suitably qualified guide in rapids classified Grade 3 and below; 						
		v	ii. 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 cl	laim resulting from you taking part in:						
		a. a	any sporting activity for gain or reward;						
		b. a	armed forces activities including operations, exercises or training; or						
		c. fl	lying as a pilot or any other aerial activities other than travel by air as a passenger.						
	10.	& Con depart	to countries or areas against any recommendation or advice issued by the Foreign mmonwealth Office or the Department of Health & Social Care prior to your rture unless we give our prior written agreement. If we agree to this extra r, revised terms and conditions and an additional premium will apply.						
How much we will pay	We and	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.								
Your obligations									
Hiscox Assistance	1.		event of a medical emergency outside of the United Kingdom , you should ring the er 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.							
			Ip Hiscox Assistance deal with your emergency quickly, please have the following nation available:						
		a. y	your name;						
		b. t	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	 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	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.
	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, MigraineNasal 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.

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