

# Ultimate Home

POLICY WORDING



# Finding your way around

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## **ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED**

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Registered in England & Wales No.3007252. Authorised and regulated by the Financial Conduct Authority, Home & Legacy's Financial Services Register number is 307523 and permitted business is advising on and arranging general insurance contracts.

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

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# Welcome

Thank you for choosing **Home & Legacy** as the provider for your insurance.

Welcome to your Ultimate Home Insurance policy.

This policy document, along with your policy schedule, sets out everything you need to know about your Ultimate Home Insurance. Please keep them both together, somewhere safe.

We hope your experience of us so far has been a positive one. We are committed to giving you a first-class level of service, at every stage. You'll be pleased to know we handle most claims in-house so are able to settle the majority of claims promptly – often within a day. If that's not possible you will deal with the same claim handler throughout the entire process until settlement.

As you already know, we specialise in high value home insurance, but we also offer a range of motor and landlord policies, as well as worldwide travel and building works insurance.

We understand people are as unique as their insurance needs so if we can be of any further assistance to you, just tell us your situation – either via your trusted insurance intermediary or directly if you do not use an insurance intermediary – and let our professionally trained staff do the rest.



Barry O'Neill  
Managing Director  
Home and Legacy Insurance Services Limited

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.  
Financial Services Register number 307523.

# Important Advice Information

## FOR GENERAL ADVICE

Contact the insurance intermediary you consulted to arrange your policy. If you did not consult an insurance intermediary, please contact **Home & Legacy**.

Contact Home & Legacy:

From the UK **0844 893 8360**

From overseas **+44 (0) 20 3118 7777**

**Lines are open Monday to Friday 9am to 5pm  
(not bank or public holidays)**

## FOR LEGAL ADVICE AND ASSISTANCE

Your policy includes access to the Home & Legacy Legal Assistance helpline to give advice on any personal legal matter.

Contact Home & Legacy Legal Assistance:

From the UK **0844 854 1775**

From overseas **+44 (0) 1454 451660**

When you call Home & Legacy Legal Assistance state you are a **Home & Legacy** Family Legal Expenses policyholder and quote reference **36758**. You will be asked for a brief summary of the problem.

**Lines are open 24 hours a day, 365 days a year.**

Your policy also gives you access to various tools and services online to help you to produce legal documents for a range of matters that can affect your personal lifestyle. To register visit [www.lawclubonline.co.uk/homeandlegacy](http://www.lawclubonline.co.uk/homeandlegacy) using the registration code which can be found on your policy schedule.

## FOR TAX ADVICE

Your policy includes access to a tax advice helpline provided by Abbey Tax Protection to give advice on any personal tax matter affecting you.

Contact Abbey Tax Protection:

From the UK **0844 873 0244**

Advice provided will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

**Lines are open Monday to Friday 9am to 5pm  
(not bank or public holidays).**

## FOR IDENTITY FRAUD DETECTION & ASSISTANCE

Access to an confidential advice helpline is provided by Experian to assist and advise if you have any concerns about being or becoming a victim of identity fraud.

Before you can use the helpline services you will have to activate your membership. Membership is available for the person shown as the insured and their named partner as stated on your policy schedule. To activate your membership register online by visiting [www.protectmyid.co.uk/HomeandLegacy/](http://www.protectmyid.co.uk/HomeandLegacy/) or contact Experian **0800 064 5004**

**Lines are open Monday to Friday 8am to 7pm,  
(not bank or public holidays) and Saturday 9am and 5pm.**

# Important Claims Information

## IMPORTANT CLAIMS INFORMATION

Please have your policy number to hand when you call to report any claim.

For guidance on how to make a claim, please refer to the relevant Section of this policy under the heading, How to make a claim.

## FOR BUILDINGS, CONTENTS AND LIABILITY CLAIMS (SECTIONS 1 TO 3 OF THE POLICY)

Contact the **Home & Legacy** claims team:

From the UK                    **0844 893 8360**  
From overseas                **+44 (0) 20 3118 7777**

**Lines are open Monday to Friday 9am to 5pm (not bank or public holidays)**

Outside of **Home & Legacy's** standard hours (stated above) claims can be reported by calling the Home Emergency Assistance helpline operated by Allianz Global Assistance:

From the UK                    **0800 587 9849**  
From overseas                **+44 (0) 208 603 9849**

**The out of hours line is available 24 hours a day, 365 days a year.**

## FOR LEGAL EXPENSES CLAIMS (SECTION 4 OF THE POLICY)

Contact Home & Legacy Legal Assistance:

From the UK                    **0844 854 1775**  
From overseas                **+44 (0) 1454 451660**

**Lines are open 24 hours a day, 365 days a year.**

## FOR HOME EMERGENCY ASSISTANCE (SECTION 6 OF THE POLICY)

Contact Allianz Global Assistance:

From the UK                    **0800 587 9849**  
From overseas                **+44 (0) 208 603 9849**

**Lines are open 24 hours a day, 365 days a year.**

Telephone calls may be recorded for joint protection, training and/or monitoring purposes.

# Things we need to tell you about

## THIS POLICY

This Ultimate Home policy document is split into 6 Sections. Not all Sections of this policy may apply to you. The covers you have selected will be shown on your policy schedule and are subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to you by **Home & Legacy**.

This policy is not complete without a policy schedule. Your policy schedule will be issued to you if your application for insurance is accepted.

Your policy will continue for the period of insurance shown on your policy schedule and covers you only for insured events that occur during that period.

## HOME & LEGACY

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.

## THE INSURERS OR SERVICE PROVIDERS

Sections 1 to 3, Buildings, Contents and Liabilities is underwritten by insurers selected from **Home & Legacy's** insurer panel. The name(s) of the insurer(s) who underwrite Section 1 to 3 for your policy cover will be shown on your policy schedule.

Section 4, Legal Expenses is underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

Section 5, Identity Fraud Detection & Assistance is provided by Experian, a United Kingdom credit reference agency.

Section 6, Home Emergency Assistance is underwritten by AGA International SA and is administered in the United Kingdom by Allianz Global Assistance.

## WHAT OUR WORDS MEAN

In this policy document, many of the words and phrases used have a particular meaning. When you read them, **we** want that meaning to be clear so there are no misunderstandings. The words and phrases which have particular meanings are defined at the start of each Section of this policy where they are used, under the heading "What our words mean".

Throughout the entire policy document all reference to "**Home & Legacy**" means Home and Legacy Insurance Services Limited and reference to "**we, us** and **our**" within each Section of this policy means the insurer(s) who underwrite the cover and/or the provider of the services and/or **Home & Legacy** acting as agent for the insurer(s).

Wherever these words are used throughout the entire policy document they will be highlighted in bold print.



# Things we need to tell you about

## OUR AGREEMENT WITH YOU

Your policy is a legal contract between you and **us**.

When you first take out, make changes to, or renew your policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give **us** all of the information you are asked for. If you give **us** incorrect or incomplete information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

**We** recommend that you keep a record of all information supplied to **us** for the purposes of your policy for future reference.

### Your policy includes:

- information contained on your application and/or the statement of facts document which confirms the information given to **us** by you or your insurance intermediary;
- your policy schedule, which confirms; the Sections of the cover **we** are providing, including any endorsements (variations in the terms, conditions and/or exclusions of your policy); the period of insurance; your premium; details about you and your property; and any excesses that may apply to you;
- this policy document which details the cover **we** provide and the exclusions and conditions which apply;
- any changes to your policy contained in written notices sent by **Home & Legacy** at renewal.

You need to keep all of these documents in a safe place, together with receipts, other evidence of ownership and value of your insured property.

Our provision of insurance under your policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please examine your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions, or if any information is incorrect or incomplete you must tell your insurance intermediary or **Home & Legacy**, if you do not use an insurance intermediary.

## THE COST OF THE INSURANCE

The insurance **we** provide is subject to you paying or agreeing to pay the premium by the due date. To calculate your premium, **we** consider things such as:

- the type(s) of cover requested;
- the construction of your building(s) and/or type of contents;
- the sum insured;
- the location of your building(s) and/or contents;

- the purpose(s) for which your building(s) are used; and
- your previous insurance history.

Generally, the greater the risk to **us**, the higher the premium will be. For example, a policy involving high claims experience or a higher sum insured will have a larger premium than one involving low claims experience or lower sums insured.

Your premium also takes into account **our** obligation to pay any insurance premium taxes that are levied by HM Government, related to your policy.

**We** will tell you the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your policy schedule.

In consideration of the payment of the premium for the period of insurance, **we** will provide the cover set out in this policy document for the Sections of the cover applicable, subject to any endorsements as shown on your policy schedule.

Your policy ends at midnight on the last day of the period of insurance.

## THE RENEWAL OF THE CONTRACT OF INSURANCE

Each renewal of your policy represents a new contract of insurance.

If you tell **us** about a claim after **we** work out your renewal terms and premium, which occurred during the current policy period, renewal terms may be amended or you may need to pay an extra premium.

The new contract begins on the date when you agree to renew your policy.

You will be covered for the period of insurance shown on your renewal policy schedule.

## REQUESTING A POLICY DOCUMENT

A further copy of this policy document will be sent to you upon request to your insurance intermediary or **Home & Legacy**; or can be downloaded from **Home & Legacy's** website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

This policy document and other associated documentation can also be made available in large print, audio or Braille. If you need any of these formats please contact **Home & Legacy** on 0844 893 8360 who will be pleased to organise an alternative for you.

# Things we need to tell you about

## IF YOUR INFORMATION OR CIRCUMSTANCES CHANGE

You must tell your insurance intermediary or **Home & Legacy** as soon as possible if there are any changes to your circumstances which could affect your insurance.

**We** need to be told about any changes to the information shown on your most recent policy schedule or statement of facts documents, or if the information shown is incorrect or incomplete. If **we** are not informed of any changes or corrections, this may affect your ability to claim under the policy.

The General Conditions for each Section of this policy set out the changes of circumstances and type of information that you are required to tell **us** about.

## IF YOU CANCEL YOUR POLICY WITHIN THE FIRST 15 DAYS (COOLING OFF RIGHTS)

You have a legal right to cancel your policy within 15 days from the day of purchase or renewal of the contract or the day you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet started you will be entitled to a full refund of the premium paid. If you choose to cancel your policy and the insurance cover has already started you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover we have provided, in which case the full annual premium may be payable to **us**.

If you cancel your cover all Sections of this policy and any optional add-ons (e.g. travel insurance) you included with your cover will also be cancelled.

You can exercise your right to cancel by contacting the insurance intermediary through whom you arranged your policy or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0844 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If after 15 days you have not cancelled your policy, your policy will continue for the agreed period of insurance.

## IF YOU CANCEL YOUR POLICY AFTER THE FIRST 15 DAYS

You can cancel the policy at any time by telling **us** in writing, irrespective of your cooling off rights. If you do so, unless you have made a claim or an event has occurred which may result in a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered plus an administration charge to cover **Home & Legacy's** costs.

If **you** choose to cancel **your** policy **you** will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**.

The refund of premium will be worked out on a proportionate basis for the time for which you have received cover based on the annual premium payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The administration charge to cover **Home & Legacy's** costs is £100.

If you cancel your policy after the first 15 days, cover under all Sections of this policy will end and any optional add-ons (e.g. multi-trip travel insurance) you have selected will automatically be cancelled.

If the amount due when you cancel the policy is more than the amount you have paid you may be asked to pay the difference.

You can exercise your right to cancel your policy by contacting the insurance intermediary through whom you arranged your insurance or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0844 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

## THE FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the insurers cannot meet their liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Boltolph Street  
London EC3A 7QU

Tel: 0800 678 1100 or 0207 741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## OUR USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

# Things we need to tell you about

## OUR CHOICE OF LAW

The law of England and Wales will apply to this contract unless:

- you and **we** agree otherwise; or
- at the date of the contract, you are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law applicable in that territory will apply.

Please note that English Law will apply to Section 4, Legal Expenses.

## TELEPHONE RECORDING

Telephone calls may be recorded for joint protection, training and/or monitoring purposes.

## DATA PROTECTION (HOW WE USE YOUR INFORMATION)

For the purposes of the Data Protection Act 1998, **we** are the Data Controllers in relation to any personal data you supply in connection with this cover.

### Insurance Administration

Information you supply may be used for the purposes of insurance administration (including claims processing and payment) by **us**, **our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration.

If you give **us** information about another person, in doing so you confirm that they have given you permission to provide it to **us** and for **us** to be able to process their personal data (including sensitive personal data, for example information about criminal convictions, or health or medical conditions) and that you have told them who **we** are and what **we** will use their data for as set out in this notice.

In assessing any claims made, **we** or **our** agents may do checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for us (such as loss adjusters or investigators, professional advisers or mediation companies).

With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you. If you would like to find out more about this, contact:

The Data Protection Officer  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

### **Credit Searches and Accounting**

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

**We** may ask credit reference agencies to give a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions or information about health or medical conditions). By proceeding with this application you will signify your consent to this information being processed by **us** or **our** agents.

### **Fraud Prevention and Detection**

In order to prevent and detect fraud **we** may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Do credit searches and additional fraud searches;
- Check and/or file your details (including details of any injuries) with fraud prevention agencies or on registers of claims that are shared with insurers. If you give **us** false or inaccurate information and fraud is suspected, it will be recorded.

**We** and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

# Things we need to tell you about

## IF YOU ARE NOT SATISFIED

**Our** aim is to deliver an excellent service, every time, but if you believe **we** have not delivered the service you expected or have any concerns about **our** service and wish to make a complaint, let **us** know by contacting:

The Customer Satisfaction Manager  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0800 197 9946 or if you are calling from overseas  
+44 (0) 20 3118 7777

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If your complaint is about the service you have received from **Home & Legacy**, **we** will investigate it and tell you who is dealing with your complaint. This individual will have been fully trained to deal with the matter in an objective way.

If your complaint relates to the service provided by your insurance intermediary, insurers, any provider of services you are entitled to under this policy, or any of **our** agents (e.g. loss adjusters) your concerns may be passed on to them by **Home & Legacy** for investigation. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint.

Complaints which the insurers or service providers are required to resolve will be passed on by **Home & Legacy**, who will tell you if your concerns are redirected for investigation into your complaint.

If the insurer for Sections 1 to 3 of your policy is a Lloyd's syndicate (refer to your policy schedule) you may also direct your complaint to:

Policyholder & Market Assistance,  
Lloyd's Market Services,  
One Lime Street,  
London EC3M 7HA

The aim is to resolve your concerns within 24 hours, but where this is not possible, your complaint will be acknowledged in writing promptly.

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice. The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9GE

Telephone: 08000 234 567 free for people phoning from a “fixed line” (for example, a landline at home) or 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

These numbers may not be available from outside the UK – so from abroad please call +44 20 7964 0500.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect your legal rights.



# Sections 1 to 3 Buildings, Contents & Your Liabilities

## WHAT OUR WORDS MEAN

In Sections 1 to 3 of this policy document; Buildings, Contents and Your Liabilities we have used some words and phrases that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout Sections 1 to 3 they will be highlighted in bold print.

### **Aggravated damages**

These are damages that are awarded when your behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

### **Buildings**

The **buildings** used for domestic purposes, situated at the address or addresses shown in **your** policy schedule which are owned by **you**, or for which **you** have a legal responsibility, including:

- the main domestic structure;
- garages and outbuildings;
- decorative finishes;
- domestic fixed fuel tanks;
- fixtures and fittings;
- garden walls, hedges, fences, gates, paths and drives;
- hard tennis courts, lawns, patios, steps, terraces, ornamental man-made ponds, fountains, bridges;
- permanently fitted hot tubs and swimming pools;
- radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;
- underground service pipes and cables, sewers and drains.

### **Business property**

Office furniture, furnishings, office equipment including documents and computer equipment used in connection with **your** business conducted from **your home**.

### **Contents**

The **household** goods and personal belongings of **your home** all of which belong to **you** or for which **you** have a legal responsibility including:

- **business property**;
- clothing and furs;
- **credit cards**;

- portable satellite navigation systems when they are kept within the **buildings of your home**;
- domestic gardening equipment or tractors not registered for road use and their trailers used solely for domestic purposes;
- **fine art, antiques and collectables**;
- furniture and furnishings;
- golf buggies, electric wheelchairs, models and toys;
- guns;
- **jewellery and watches**;
- **money**;
- motorbikes under 51cc or quad bikes not registered for road use and used within the grounds of **your home**;
- trailers and horseboxes used solely for domestic purposes within the grounds of **your home**;
- **your** fixtures and fittings including interior decorations if **you** are not responsible for insuring the **buildings**;

#### **Credit cards**

Cheque, credit, charge and store cards.

#### **Excess**

The amount **you** must pay if **you** have a claim.

#### **Fine art, antiques and collectables**

Articles of special or high quality, or of artistic merit. This includes, but is not limited to:

- articles made of precious metal and/or semi-precious or precious stone;
- books, manuscripts, drawings, etchings, paintings, photographs, prints;
- collectable furniture;
- gold and silver plated items;
- porcelain, sculptures, other collectable items or objet d'art;
- rugs and tapestries;
- stamps, coins or medals forming part of a collection.

**Fine art, antiques and collectables** does not mean **jewellery and watches**, furs and guns.

# Sections 1 to 3 Buildings, Contents & Your Liabilities

## **Heave**

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

## **Home**

The **buildings** and the area of the plot of land described in the title deeds of **your** private residence(s) specified in **your** policy schedule.

## **Household**

Members of **your** family, **your** relatives and any other persons (but not boarders or lodgers) and permanent resident domestic servants employed by **you** or a member of **your** family who are permanently living with **you** at any **home**.

## **Jewellery and watches**

Articles that are worn containing gemstones, silver, gold, platinum or other precious metals and watches, pearls and gemstones.

## **Landslip**

Sudden downward movement of sloping ground.

## **Liquidated damages**

These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

## **Money**

Cash, current bank and currency notes, cheques, bankers' drafts, postal and money orders, unused current postage stamps, travellers' cheques, securities, saving stamps and certificates, premium bonds, negotiable instruments, sports/travel season tickets, gift vouchers and any other tickets or vouchers with a fixed monetary value.

## **Mould**

A fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes mould spores and mycotoxins and the scents and other by-products of any of these.

## **Multiplying compensatory damages**

In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

## **Outdoor items**

Items of property left permanently out of doors, including but not limited to statues and garden ornaments, trees, shrubs, hedges and plants.

**Permanently physically disabled**

Permanent incapacity resulting from accidental bodily injury, which medical evidence confirms will last for the rest of **your** life and which stops **you** doing any paid job which **your** experience, education or training reasonably qualifies **you** to do.

**Policyholder**

The person shown as the insured in the policy schedule. If there is more than one person named on the policy schedule as the policyholder, this policy applies both jointly and individually.

**Punitive or exemplary damages**

These are damages that are awarded to punish you as well as compensate the other person if **you** did anything deliberately.

**Subsidence**

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

**Unattended**

When **you** are not within full view of **your** property or vehicle.

**Unoccupied**

When **your** home:

- is not lived in by **you** for more than 60 consecutive days; or
- does not contain enough furniture for normal living purposes; or
- is not lived in by **you** for a total of 180 days or more during the period of insurance, or if **you** plan to live in **your home** for less than 180 days during the period of insurance.

**Vermin**

Various species regarded as pests or nuisances including, but not limited to mice, rats, squirrels, insects, arachnids, worms or other disease-ridden creatures.

**We/us/our**

The insurer(s) who underwrite the cover provided by Section 1, Buildings, Section 2, Contents and Section 3, Your Liabilities of this policy whose details are specified on **your** policy schedule and/or **Home & Legacy** when acting as agent on behalf of the insurer.

**You/your**

The person(s) named in the policy schedule as the **policyholder** and all permanent members of his/her **household**.

# Section 1 – Buildings

## THE COVER

Cover for **buildings** applies only if it is shown as included in **your** policy schedule.

Section 1 of the policy sets out the cover **we** give for **buildings**, what is not covered, and how **we** pay claims.

General Exclusions and General Conditions also apply to Section 1, Buildings and can be found on pages 42 to 49.

Details of how to make a claim under Section 1 of the policy can be found on page 50.

## SECTION 1 – BUILDINGS, WHAT IS COVERED

**We** will cover **you** for all risks of physical loss or damage to the **buildings** which occurs during the period of insurance, unless any exclusion applies.

### Limit of cover

Cover is limited to the sum insured as shown on **your** policy schedule for **buildings**.

## SECTION 1 – BUILDINGS, WHAT IS NOT COVERED

**We** will not pay for:

- The amount of the **excess** shown in **your** policy schedule.
- Loss or damage caused by flood, storm or pressure of snow to fences, gates (excluding driveway gates), gazebos, pergolas, hedges or trees, shrubs, lawns and plants growing in the open.
- **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - caused by coastal or river bank erosion;
  - to drives, footpaths, garden walls, fences, gates, hedges, trees, lawns, patios, terraces, tennis courts or swimming pools, unless the main building, garages or outbuildings of **your home** is damaged by the same cause at the same time;
  - arising from construction, alteration, repair or demolition, the use of defective materials, defective design or faulty workmanship;
  - to solid floors unless an adjacent load bearing wall of the **buildings** concerned is damaged at the same time;
  - caused by structures bedding down or made-up ground settling within 10 years of construction.
- The cost of maintenance and routine decoration.
- The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this Section.
- Reinstatement of gardens following storm, flood, frost or pressure of snow.

- Escape of water from fixed apparatus, pipes or tanks caused by **subsidence, heave or landslip**.

## ADDITIONAL COVERS FOR BUILDINGS

**We** will also provide **you** with the benefit of the following additional covers.

What is not covered for **buildings** insurance (see above) and the General Exclusions and General Conditions on pages 42 to 49 will also apply for the additional covers.

The amount of the **excess** shown on **your** policy schedule does not apply to additional covers 2, 3, 5, 7, 8, 9, 10, 12 and 14.

### Limit of cover

Unless otherwise stated under the additional cover; cover is limited to the sum insured as shown on **your** policy schedule for **buildings**.

## BUILDINGS – ADDITIONAL COVER 1

### Additions, alterations and improvements

**We** will pay for loss or damage to new additions, alterations or improvements to the **buildings**.

### Limit of cover

25% of the **buildings** sum insured shown on **your** policy schedule.

## WHAT IS NOT COVERED

Any new additions, alterations or improvements to the **buildings** if **you** have not requested cover for the item(s) within 90 days of acquiring them and paid **us** any required proportionate additional premium.

## BUILDINGS – ADDITIONAL COVER 2

### Trace and access

**We** will pay for the cost of removing and replacing any part of the **home** or other permanent structure, if it is necessary to repair the heating or water system, following escape of water, oil or gas from the domestic heating, water or gas system.

### Limit of cover

£25,000 for any one event that occurs outside the **home**.

## WHAT IS NOT COVERED

Loss or damage to the heating or water system, or oil containers.

# Section 1 – Buildings

## BUILDINGS – ADDITIONAL COVER 3

### Alternative accommodation and loss of rent

If the **buildings** become uninhabitable due to loss or damage **we** have agreed to pay for under Section 1, **we** will pay for any rent which becomes irrecoverable by **you** as a landlord and extra costs of similar alternative accommodation for **your household** (including the necessary cost of temporary storage of **your** furniture and costs of accommodation for **your** domestic pets and horses).

### Limit of cover

Five years.

## BUILDINGS – ADDITIONAL COVER 4

### Compulsory evacuation

**We** will pay the additional costs of similar accommodation for **you** and **your** domestic pets and horses or any rent **you** would have received, if a local authority prohibits **you** or the legal occupiers from living in **your home** as a direct result of loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy.

### Limit of Cover

1 year from the date of the compulsory evacuation.

## BUILDINGS – ADDITIONAL COVER 5

### Fees and other expenses

Where **you** have taken steps to ensure that **your buildings** sum insured is adequate **we** will also pay **you** additional expenses that are necessarily and reasonably incurred by **you** of the types set out below:

- Expenses for demolishing, removing debris, shoring up or propping up parts of the **buildings**.
- Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision.
- Any extra expense to comply with building or other regulations or the by-laws of any local authority, but only in respect of the damaged parts of the **buildings**.

### Limit of cover

25% of the **buildings** sum insured.

## WHAT IS NOT COVERED

Any expenses **you** incur in preparing a claim against **us**.

## BUILDINGS – ADDITIONAL COVER 6

### Sale of buildings

**We** will give a purchaser who has contracted to buy the **buildings** (or any part of them) the benefit of the cover under Section 1 of this policy, from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale (or expiry of **your** policy if earlier).

## WHAT IS NOT COVERED

This cover does not extend to the Additional Covers for Buildings.

### BUILDINGS – ADDITIONAL COVER 7

#### **Criminal assault**

If **you** are a victim of a physical criminal assault at **your home** **we** will pay towards the cost of upgrading the security systems as approved by **our** specialist security consultancy.

#### **Limit of cover**

£15,000.

## WHAT IS NOT COVERED

Cover only applies if the preventative work is carried out following the occurrence of an insured event for which payment has been made by **us** under the terms of **your** policy.

### BUILDINGS – ADDITIONAL COVER 8

#### **Risk management fund**

If **we** agree to pay a claim **you** make for loss or damage to the **buildings** caused as a result of escape of water or flood, **we** will also pay to assist **you** with the cost of providing or installing flood defences, leak detection systems or any such other preventative measures **we** have agreed which have been put forward by a contractor that **we** have approved.

#### **Limit of cover**

£5,000 or 10% of the claim value whichever is lower.

### BUILDINGS – ADDITIONAL COVER 9

#### **Disability through injury**

**We** will pay towards the cost of necessary alterations to **your home** if **you** or a member of **your household** becomes **permanently physically disabled**, as a direct result of a sudden and unforeseen accident during the period of insurance.

#### **Limit of cover**

£100,000.

## WHAT IS NOT COVERED

Any amount if **you** do not:

- allow a medical adviser **we** choose to examine **you**;
- give **us** all the medical records **we** ask **you** for.

### BUILDINGS – ADDITIONAL COVER 10

#### **Emergency access to your home**

**We** will pay the cost of making good any damage to **your home** caused by the emergency services in the course of gaining access to **your home** when attending an emergency at **your home**.



# Section 1 – Buildings

## BUILDINGS – ADDITIONAL COVER 11

### Replacement of external locks and keys

We will pay for the cost of replacing locks and additional keys to external doors, windows, safes or alarms at the **home**, if the keys are either lost or stolen.

## BUILDINGS – ADDITIONAL COVER 12

### Unfixed building materials

We will provide cover for building materials **you** acquire, are owned by **you** or for which **you** are responsible while within the boundary of **your home**, which are to be used for or in connection with additions or alterations to the **buildings** that are covered under **your** policy.

### Limit of cover

£100,000.

## WHAT IS NOT COVERED

Loss or damage to the unfixed building materials unless **you** have notified **us** before the work relating to the alteration or additions starts.

## BUILDINGS – ADDITIONAL COVER 13

### Guaranteed rebuilding cost

If a satisfactory risk appraisal survey has been carried by a Risk Management Surveyor who was appointed by **us**, and any adjustments to the **buildings** sum insured as suggested by the surveyor have been effected by **you**, **we** will pay the full cost of rebuilding or repairing any damage to the **buildings** following an insured event, even if the cost involved is higher than the **buildings** sum insured that is specified on **your** policy schedule for Section 1, Buildings.

## WHAT IS NOT COVERED

The guarantee does not apply:

- for listed **buildings**;
- if **you** have made any additions, alterations or improvements to the **buildings**, following the risk appraisal surveyor's visit which **we** have not been made aware of.

**BUILDINGS –  
ADDITIONAL  
COVER 14**

**Market value compensation**

In the event of **your** main permanent **home** being completely destroyed, or damaged to the extent that repairs would exceed 80% of the sum insured as a result of an insured event and the market value of the property immediately prior to the loss exceeds the rebuilding cost and the local authority refuses permission to rebuild, **we** will pay **you** the market value up to 150% of the sum insured for **buildings**, as shown on **your** policy schedule.

Following payment **we** become entitled to take over ownership of and to take possession of the **buildings**.

**Limit of cover**

150% of the **buildings** sum insured specified on **your** policy schedule.

# Section 1 – Buildings

## How claims are paid

If **you** wish to make a claim under this Section of **your** policy please refer to How to Make a Claim under Sections 1 to 3 page 50.

**Your** claim(s) for **buildings** will be settled on the appropriate basis set out below.

**We** will pay the cost of rebuilding, restoring or repairing damaged parts of the **buildings**.

If **your buildings** are damaged and **you** do not rebuild, restore or repair, **we** will pay **you** a sum equivalent to the cost of the rebuild, restoration or repair in settlement of the claim.

Following payment **we** become entitled to take over ownership of and to take possession of any undamaged parts of the **buildings**.

**We** will pay for the cost of repairing or reinstating any undamaged part of the **buildings** which forms part of a suite or part of a common design or function, if the damage is restricted to a specific part or a clearly defined area.

Following payment **we** become entitled to take over ownership of and to take possession of any undamaged parts of the buildings concerned.

# Section 2 – Contents

## THE COVER

Cover for **contents** applies only if it is shown as included in **your** policy schedule.

Section 2 of the policy sets out the cover **we** give for **contents**, what is not covered, and how **we** settle claims.

General Exclusions and General Conditions also apply to Section 2, Contents and can be found on pages 42 to 49.

Details of how to make a claim under Section 2 of **your** policy can be found on page 50.

## SECTION 2 – CONTENTS, WHAT IS COVERED

**We** will cover **you** for all risks of physical loss or damage to **your contents** during the period of insurance, whilst anywhere in the world, as a result of a sudden and unforeseen event, unless any exclusion applies or **we** have stated differently elsewhere in Section 2.

### Limits of cover

**Contents** cover is limited to the sum insured that is shown on **your** policy schedule for Section 2, but there are limits to the amount **we** will pay for items of **fine art, antiques and collectables, jewellery and watches**, hired-in equipment, **business property** and **money**. The limits are stated below:

- **Fine art, antiques and collectables** or **jewellery and watches**  
**We** will not pay for any item, pair or set that is valued at greater than £25,000 unless the item, pair or set concerned is individually listed in **your** policy schedule as a specified **contents** item.
- Hired-in equipment for which **you** are legally responsible  
**We** will pay up to a maximum of £50,000.
- **Business property**  
**We** will pay up to a maximum of £20,000.
- **Money**  
**We** will pay up to a maximum of £5,000.

## SECTION 2 – CONTENTS, WHAT IS NOT COVERED

**We** will not pay:

- The amount of the **excess** shown in **your** policy schedule.
- Loss or damage resulting from **subsidence** or **heave** or **landslip** which has been caused by coastal or river bank erosion or by structures bedding down or made-up ground settling within 10 years of construction.
- Loss or damage to:
  - any part of the structure of the **buildings**;
  - animals, fish or birds;

# Section 2 – Contents

- caravans, aircraft, mechanically propelled vehicles, their trailers and spare parts other than those defined as **contents**;
  - **contents** held or used for business purposes other than **business property**;
  - **contents** in any **unattended** vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked;
  - motor vehicle accessories other than portable satellite navigation systems kept within the **buildings** of **your home**;
  - **jewellery and watches** contained within travel baggage **you** have left **unattended**.
- Loss or damage to bicycles whilst:
    - being used for racing or time trials; or
    - left unattended away from the home unless secured by a suitable locking device to a fixed structure or kept within in a locked building;
  - Depreciation in value of **contents**.

## ADDITIONAL COVERS FOR CONTENTS

**We** will also provide **you** with the benefit of the following additional covers.

What is not covered for **contents** insurance (see above) and the General Exclusions and General Conditions on pages 42 to 49 also apply for the additional covers for Section 2, Contents.

The amount of the **excess** shown on **your** policy schedule does not apply to additional covers 2, 3, 5, 6, 8, 9, 12, 13, 14, 20 and 21.

### Limit of cover

Unless otherwise stated under the additional cover; cover is limited to the sum insured as shown on **your** policy schedule for **contents**.

## CONTENTS – ADDITIONAL COVER 1

### Outdoor items

**We** will pay for loss of or damage to **outdoor items** whilst they are in the open but within the boundaries of the **home**.

### Limit of cover

The cover for loss or damage to trees, shrubs, plants and lawns is limited to £2,500 for any one tree, shrub or plant and is subject to a maximum sum insured equal to 10% of the **contents** sum insured shown on **your** policy schedule for any one insured event.

## WHAT IS NOT COVERED

Loss or damage caused by;

- flood or storm;
- death by natural causes (e.g. disease) or neglect to trees, shrubs, plants and lawns;
- frost damage;
- pressure of snow.

## CONTENTS – ADDITIONAL COVER 2

### Food in freezers and fridges

**We** will pay for loss of or damage to the food in **your** domestic freezers or fridges at **your home** caused by a defect in **your** freezer or fridge or by a failure of the mains electrical or gas supply.

## WHAT IS NOT COVERED

Loss or damage:

- caused by the deliberate act of any gas or electricity supplier; or
- when **your home** has become **unoccupied**.

## CONTENTS – ADDITIONAL COVER 3

### Computer records, downloaded audio and visual files

**We** will pay for the cost of retrieving or reconstructing the records, facts and legally downloaded audio and visual files onto **your** computer, laptop, tablet or smartphone, if the personal or business records or facts stored in **your** computer, laptop, tablet or smartphone are lost as a result of loss or damage covered under Section 2, Contents.

### Limit of cover

£50,000 for any one event.

## WHAT IS NOT COVERED

Loss or damage to any software, hardware or materials on which the information is recorded or resulting from an error in computer programming or instructions for **your** computer, laptop, tablet or smartphone.

Loss or damage to data that can be retrieved by **your** service supplier.

## CONTENTS – ADDITIONAL COVER 4

### Glass and sanitary ware

**We** will pay for accidental breakage of windows (including the cost of replacing double glazing units), other glass, sanitary ware, ceramic hobs and solar panels which **you** are responsible for as tenant, provided that any item broken is permanently fixed to the **buildings**.

# Section 2 – Contents

## CONTENTS – ADDITIONAL COVER 5

### Alternative accommodation

If the **buildings** become uninhabitable due to loss or damage **we** agree to pay under Section 2, Contents, **we** will also pay for the costs of similar alternative accommodation for **you** as occupier but not as owner. This includes the necessary cost of temporary storage of **your** furniture and costs for accommodation for **your** domestic pets and horses.

### Limit of cover

Five years.

## CONTENTS – ADDITIONAL COVER 6

### Rent

**We** will pay rent **you** are liable for as tenant or licensee if the building becomes uninhabitable due to any loss or damage **we** have agreed to pay for under Section 2, Contents.

### Limit of cover

Five years.

## WHAT IS NOT COVERED

Any rent, if **we** agree to pay for the cost alternative accommodation as a result of the same insured event.

## CONTENTS – ADDITIONAL COVER 7

### Replacement of external locks and keys

**We** will pay for the cost of replacing locks and additional keys to external doors, windows, safes or alarms at the **home**, if the keys are either lost or stolen.

## CONTENTS – ADDITIONAL COVER 8

### Fatal injury

**We** will pay if **you** or any member of **your household** suffers bodily injury from robbery, burglary or fire whilst at **your home**, if within 12 months of the event, the injuries received proves fatal.

### Limit of cover

£100,000 per person in respect of each such fatal bodily injury.

## CONTENTS – ADDITIONAL COVER 9

### Guests' Personal Effects

**We** will pay for loss or damage to guests' (excludes paying guests) **contents** caused by loss or damage covered under Section 2, Contents whilst within the **home**.

## WHAT IS NOT COVERED

Loss or damage in respect of items of **jewellery and watches** or **money**.

## CONTENTS – ADDITIONAL COVER 10

### Halls of Residence or Residential Care

We will pay for loss or damage to:

- **your contents** when in any other premises or halls of residence **you** occupy whilst at university, college or school; and
- **contents** belonging to a parent or grandparent or any member of **your** household whilst at a nursing home or residential care home.

### Limit of cover

20% of the total **contents** sum insured under Section 2, Contents of **your** policy in respect of any one insured event.

## WHAT IS NOT COVERED

Loss or damage for **jewellery and watches** or **money**.

Loss or damage caused as a result of theft, unless violent and forcible means are used to enter or leave the building concerned.

Loss or damage caused as a result of accidental damage.

## CONTENTS – ADDITIONAL COVER 11

### Loss of oil, gas and metered water

We will pay for loss of domestic heating oil, domestic tank and metered gas or metered water if the loss is caused by accidental damage to **your** fixed domestic water or heating installation.

## WHAT IS NOT COVERED

Loss when the **home** is **unoccupied**.

## CONTENTS – ADDITIONAL COVER 12

### Reward

We may pay an amount agreed in advance to an individual or organisation, other than **you** or the police, for information leading to the arrest and conviction of any person(s) who commit an illegal act which results in a loss which is covered under Section 2, Contents.

### Limit of cover

£10,000.



# Section 2 – Contents

## CONTENTS – ADDITIONAL COVER 13

### Hole in One

We will pay **you** an amount in the event that a hole in one is achieved by **you** in an official golf competition.

### Limit of cover

£500 for any one competition and up to a maximum of £3,000 in any one period of insurance.

### Documentation required to claim

**You** must send **us** the signed score cards and certificate from **your** club or match secretary when **you** make a claim.

## CONTENTS – ADDITIONAL COVER 14

### Deeds and Documents

We will pay for the costs involved in replacing title deeds, bonds, securities and other personal documents as a result of loss or damage covered under Section 2, Contents.

## CONTENTS – ADDITIONAL COVER 15

### Additional Properties

We will provide cover for **contents** within an additional property belonging to **you** anywhere in the world, not specified in **your** policy schedule.

### Limit of cover

Cover is limited to one insured event.

20% of the **contents** sum insured specified on **your** policy schedule at any one location.

## CONTENTS – ADDITIONAL COVER 16

### New Acquisitions

We will pay **you** for loss or damage to newly acquired **contents** as long as **you** request cover for these item(s) within 90 days of acquisition, and pay **us** any required additional premium.

### Limit of cover

25% of the sum insured under Section 2, Contents as shown on **your** policy schedule.

## CONTENTS – ADDITIONAL COVER 17

### Vaulted items

We will pay **you** for loss of or damage to **fine art, antiques, collectables, or jewellery and watches** whilst in the bank vault or depository specified in **your** policy schedule during a temporary period of removal.

### Limit of cover

A total of 30 days temporary removal during any one period of insurance.

## CONTENTS – ADDITIONAL COVER 18

### Defective Title

We will pay **you** the amount **you** paid for an item of **contents** or for specified **contents** items the amount shown in **your** policy schedule, if during the period of insurance it is proved that **you** do not have good title to that item which was purchased by **you** in good faith and which **you** are legally obliged to return to its rightful owner.

### Limit of cover

£100,000 in any one period of insurance.

## WHAT IS NOT COVERED

- **Contents** not purchased by **you** during the period of insurance;
- If **you** did not tell **us** about the claim during the period of insurance; and
- Items for which **you** did not make reasonable enquiries about provenance before **you** purchased it/them.

## CONTENTS – ADDITIONAL COVER 19

### Death of the artist

We will increase the value of any item of **fine art**, **antiques** and **collectables** specified on **your** policy schedule for a period of up to 12 months after the artist's death, if the artist dies during the period of insurance.

### Limit of cover

200% of the value of the item.

## WHAT IS NOT COVERED

We will not pay any claim unless **you** produce an independent professional valuation at the time of any loss or damage.

## CONTENTS – ADDITIONAL COVER 20

### Credit cards

We will pay sums **you** become legally liable to pay if **your credit cards** are used without **your** permission.

### Limit of cover

The amount **you** are made legally liable for by **your credit card** provider.

## WHAT IS NOT COVERED

We will not pay any claim:

- Unless the incident has been reported to the Police and the card issuer;
- Unless **you** have complied with all of the terms and conditions under which the **credit cards** were issued;
- Where **you** have acted fraudulently.

# Section 2 – Contents

## CONTENTS – ADDITIONAL COVER 21

### **Small craft**

**We** will pay for loss or damage to watercraft including fixtures and outboard motors.

### **Limit of cover**

£5,000 for any insured event.

## WHAT IS NOT COVERED

Loss or damage to watercraft:

- exceeding 4 metres in length;
- whilst in use.

# Section 2 – Contents

## How claims are paid

If **you** wish to make a claim under this Section of **your policy** please refer to How to Make a Claim on page 50.

### **How we pay claims for contents (other than fine art, antiques, collectables or jewellery and watches)**

The most **we** will pay will be as follows:

- £5,000 for **money**.
- £50,000 for hired-in equipment **you** are legally responsible for, unless **we** have agreed to insure such equipment for a greater amount and the item is listed as a specified **contents** item on **your** policy schedule.
- £20,000 for **business property**, unless **we** have agreed to insure such **business property** for a greater amount and the item is listed as a specified **contents** item on **your** policy schedule.
- Additional covers for contents, the limits of cover **we** state in this policy.
- For all other claims, the sum insured specified on **your** policy schedule as applicable for Section 2, Contents.

If **we** agree to pay **your** claim **we** will, with **your** agreement either:

- authorise and pay **you** for the cost of restoration or repairs;
- arrange for repairs through **our** preferred suppliers;
- arrange for replacement items of a similar quality to be supplied to **you** through **our** preferred suppliers; or
- pay **you** for the cost of replacement items without making a deduction for wear and tear or depreciation.

If the **contents** damaged form part of a set or suite, or form part of a common design or function, where the damage is restricted to a specific part or a clearly defined area, **we** will also pay for the cost of restoring, repairing or replacing the undamaged parts or items.

If **we** pay for the cost of restoring, repairing or replacing undamaged parts, or items of **contents** that form part of a set or suite, **we** will become entitled to take over ownership of and to take possession of those parts or items.

For claims where an **excess** applies, this will be taken off the amount of **your** claim.

### How we pay claims for fine art, antiques and collectables

The most **we** will pay will be as follows:

- £25,000 for any item, pair or set of **fine art, antiques and collectables**, unless the item, pair or set concerned is individually listed in **your** policy schedule as a specified **contents** item.

### Unspecified fine art, antiques and collectables

If an unspecified item of **fine art, antiques and collectables** is lost or damaged beyond repair following an insured event **we** will pay **your** claim on the basis of the market value of the item immediately before the insured event occurred.

If an unspecified **fine art, antique and collectable** item, pair or set suffers partial loss or damage, **we** will pay for the cost and expense of restoration plus any resulting depreciation in value.

Following payment of a total loss claim **we** will become entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an **excess** applies, this will be taken off the amount of **your** claim.

### Specified Fine art, Antiques and Collectables

The most **we** will pay (unless **we** state otherwise) will be:

- The sum insured for the item, pair or set of **fine art, antiques and collectables** concerned as shown in **your** policy schedule under specified **contents**.

If the **fine art, antiques and collectables** item, pair or set suffers partial loss or damage, **we** will pay for the cost and expense of restoration, plus any resulting depreciation in value, but not more than the sum insured for the item, pair or set concerned.

For claims where the total sum insured is paid **we** will become entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an **excess** applies, this will be taken off the amount of **your** claim.

### How we settle claims for jewellery and watches

The most **we** will pay (unless **we** state otherwise) will be:

- £25,000 for any item, pair or set for **jewellery and watches** unless the item, pair or set concerned is individually listed in **your** policy schedule as a specified **contents** item.

### Unspecified jewellery and watches

If an unspecified item of **jewellery and watches** is lost or damaged beyond repair following an insured event **we** will at **your** option pay for the cost of replacement of the lost or damaged items without deduction for wear, tear or depreciation.

If an unspecified item of **jewellery and watches** or an unspecified item of **jewellery and watches** which forms part of a pair or set suffers partial loss or damage, **we** will pay the for cost and expense of restoration plus any resulting depreciation in value.

Following payment of a claim for an unspecified item of **jewellery and watches** which forms part of a pair or set, **we** becomes entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an excess applies, this will be taken off the amount of **your** claim.

### Specified jewellery and watches

If an item, pair or set of **jewellery and watches** individually listed in **your** policy schedule as a specified **contents** item is lost or stolen **we** will at **your** choice, replace or pay for the cost of replacement of the lost or damaged items without deduction for wear, tear or depreciation. The most **we** will pay will be the sum insured relating to the item, pair or set, as shown on **your** policy schedule.

If the item, pair or set suffers partial loss or damage, **we** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the sum insured for the item, pair or set concerned as shown on **your** policy schedule.

After payment of a claim for an item which forms part of a pair or set, **we** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

For claims where an **excess** applies, this will be taken off the amount of **your** claim.

# Section 3 – Your Liabilities

## THE COVER

Section 3 of the policy sets out the cover **we** provide for **your** liabilities and what is not covered.

Part A of this Section of **your** cover applies if Section 1, Buildings insurance is in force.

Parts B C D and E of this Section of **your** cover applies if Section 2, Contents insurance is in force.

General Exclusions and General Conditions also apply to Section 3, Your Liabilities and can be found on pages 42 to 49.

Details of how to make a claim under Section 3 can be found on page 50.

## PART A

### Your liability to others as a property owner

## WHAT IS COVERED

**We** will pay for:

- Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the owner of the **buildings**, for accidental damage to property or death or bodily injury to any person.
- Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others for accidental damage to property or death or bodily injury to any person under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 and any amending legislation, where **you** were the owner of a home **you** were occupying at the time of its disposal.
- Solicitors' fees for:
  - Representation at any coroner's inquest or fatal accident enquiry.
  - Defence in any court of summary jurisdiction arising out of any possible claim.

### Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

## WHAT IS NOT COVERED

Liability:

- arising directly or indirectly from **your** job, business, trade or profession;
- arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract;
- for damage to property owned by **you** or a member of **your household**;
- for death or bodily injury to any person employed by **you** or under a contract of service with **you**;

- for death or bodily injury to **you**;
- for the cost of putting right any defects in the building;
- arising for fines, penalties or **liquidated damages** or **aggravated, punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.

## PART B WHAT IS COVERED

### Your liability to others as an occupier or in your personal capacity

We will pay for:

- Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others:
  - as occupier but not as owner of the **buildings** for accidental damage to property or death or bodily injury;
  - in **your** personal capacity for accidental damage to property or death or bodily injury.
- Solicitors fees for:
  - representation at any coroner’s inquest or fatal accident enquiry;
  - defence in any court of summary jurisdiction arising out of any possible claim.

#### Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause.

## WHAT IS NOT COVERED

Liability:

- for death or bodily injury to any person employed by **you** or under a contract of service with **you**;
- for loss of or damage to property, which is owned by **you** or is in **your** care or belongs to or is in the care of any person employed by **you** or under a contract of service with **you**;
- arising out of:
  - any transmission of any communicable disease or virus;
  - **your** job, business, trade or profession either directly or indirectly;
  - any contract, except to the extent that the liability would have arisen in the absence of the contract;
  - ownership, occupation possession or use of any land other than the **buildings**.



# Section 3 – Your Liabilities

- arising from the ownership, possession or use of any aircraft, ship, boat, (other than hand or foot propelled craft, sailboards or surfboards), non motorised horse box while being used on a public road or any motorised land vehicle other than;
  - domestic gardening equipment used within the grounds of **your home**;
  - quad bikes and motorbikes under 51cc used within the grounds of **your home**;
  - golf buggies;
  - a vehicle for use by a disabled person that does not require registration for the road.
- to any other member of **your household**;
- arising from the escape of animals from land on which they are usually kept other than the **home**;
- arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dogs (Amendment) Act (Northern Ireland) 2011 and any amending legislation;
- arising outside of the United Kingdom in any country where **you** own residential property other than when **you** are away from the United Kingdom for a trip (a return journey that takes place during the period of insurance) which will last for no longer than 60 days;
- arising directly or indirectly as a result of **you** occupying any property or land which **you** own, other than **your home**.
- arising for fines, penalties or **liquidated damages** or **aggravated, punitive** or **exemplary damages** or any damages resulting from **multiplying compensatory damages**.

## PART C Your liability to domestic employees

### WHAT IS COVERED

We will pay for:

- any amounts which **you** become legally liable to pay to domestic staff arising out of accidental death or bodily injury caused to them as a result of the work they are employed to do, anywhere within the United Kingdom or while travelling with **you** on temporary visits overseas.

#### Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause.

### WHAT IS NOT COVERED

Liability arising:

- from the use of any hand, foot or motor propelled vehicle;
- from any other hazardous activity;
- from **your** job, business, trade or profession either directly or indirectly;

- from the transmission of any communicable disease or virus by **you**;
- arising for fines, penalties or **liquidated damages** or **aggravated, punitive** or **exemplary damages** or any damages resulting from **multiplying compensatory damages**.

## PART D WHAT IS COVERED

### Irrecoverable Judgments

We will pay for:

- Any amounts **you** are owed, if within three months of a final judgment of a United Kingdom Court, **you** have not received the full amount of damages (including taxed costs) awarded to **you** arising from **your** claim for death, bodily injury or damage to **your** property as long as;
  - no further appeal is possible or pending;
  - **you** would have been covered under Section 3 of the policy if **your** position and that of the person **you** are claiming damages against had been reversed;
  - **you** allow **us** to take action in **your** name to recover such payment and repay to **us** any amounts that are subsequently paid directly to **you**.

#### Limit of cover

£5,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause.

## PART E WHAT IS COVERED

### Your liability as tenant or licensee

We will pay for:

- Any amounts which **you** become legally liable to pay to the owner of the **buildings** as tenant or licensee directly caused by any of the events insured in Section 2, Contents, excluding those covers that are provided under Additional Covers.

#### Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause.

## WHAT IS NOT COVERED

Liability arising:

- from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;
- when the **home** has become **unoccupied**;
- out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement;
- from any loss or damage insured under Section 1, Buildings.

# Sections 1 to 3

## Buildings, Contents & Your Liabilities

### GENERAL EXCLUSIONS

The following General Exclusions apply to Section 1, Buildings, Section 2, Contents and Section 3, Your Liabilities. These Exclusions apply in addition to anything more specifically excluded elsewhere under Section 1, Buildings, Section 2, Contents or Section 3, Your Liabilities.

**We** do not cover:

- **Building works**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused as result of building works being carried out at **your home**:

- which cost more than £75,000; and/or
- involve the application of heat; and/or
- if **you** have entered into a contract which removes or limits **your** legal rights against the contractor or building firm appointed;

unless full details of the building works and a copy of the contract have been disclosed and agreed by **us**.

- **Confiscation**

Loss or damage caused by officials or authorities confiscating or holding **your** property.

- **Date change & computer viruses**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused to property or equipment or any part of it (whether belonging to **you** or not) failing to correctly recognise or respond to any date in such a way that it does not work properly or at all.

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by computer viruses.

- **Deliberate or criminal acts**

Loss, damage, liability, cost or expense of any kind directly caused by deliberate or criminal acts of **you** or adult members of **your household**.

- **Let homes**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by theft, attempted theft unless forcible and violent means are used to enter or leave the buildings; or accidental damage when any part of **your home** is commercially let.

- **Pollution or contamination**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance.

- **Pressure waves**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).

- **Radioactivity**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

- **Terrorism**

Loss, damage, liability, cost or expenses of any kind directly or indirectly caused by or resulting from or in connection with any act of terrorism.

For the purpose of this exclusion “terrorism” means the use of biological, chemical and/or nuclear chemical force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- **Uninsurable risks**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- wear and tear, corrosion; fungus; moth or **vermin; mould**; wet or dry rot or anything which happens gradually;
- alteration; cleaning, misuse; renovation; repair or restoration;
- poor or faulty specification or design, workmanship or materials;

Loss, damage or liability that is insured under any other more specific policy;

Any loss, damage or liability that happened before cover under this policy started.

- **Unoccupied homes**

Loss or damage when **your home** is **unoccupied** caused by:

- accidental damage;
- escape of oil from any fixed domestic heating system;
- escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
- theft or attempted theft;
- vandalism.

- **War**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power.

# Sections 1 to 3

## Buildings, Contents & Your Liabilities

### GENERAL CONDITIONS

The following General Conditions apply to Section 1, Buildings, Section 2, Contents and Section 3, Your Liabilities of this policy (unless stated otherwise). **You** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

- **Assignment**

**You** cannot transfer **your** interest in this policy to anyone else without **our** written consent.

- **Automatic Renewal**

If **you** pay **your** premium by instalments utilising premium finance facilities offered by **Home & Legacy** **we** will contact **you** or **your** insurance intermediary before **your** policy expires with full details of the premium and terms.

If **you** do not want to renew **your** policy, or do not want to continue to pay **your** premium by instalments **you** will be asked to contact **us** or **your** insurance intermediary before **your** renewal date with clear instructions.

If **you** do not respond to **our** request on or before **your** renewal date **we** will automatically renew **your** policy.

If **we** decide not to renew **your** policy **we** will notify **you** of this in writing before the renewal date.

- **Change of Circumstances and Information**

If **you** know about any changes that may affect the insurance cover **we** provide under Sections 1 to 3 of **your** policy **you** must tell **us** as soon as possible to allow **us** to reassess the likelihood of an insured event occurring and the terms and conditions of **your** policy.

If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the policy. The changes **you** must tell **us** about include, but are not limited to:

- **You** changing **your** insured address;
- **You** change **your** name;
- **You** changing occupation/s or the trade in which **you** work;
- If **you** or any of **your household** are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences;
- If **you** or any of **your** domestic staff have been declared bankrupt in a personal or a business capacity;
- If the **buildings** including all outbuildings, are not in a good condition or state of repair;

## GENERAL CONDITIONS (CONTINUED)

- If **you** intend to use **your home** for any reason other than private residential purposes or any professional purposes other than clerical work or art related work;
- If **you** intend to loan, let or sub-let **your home**;
- If **your home** will not be lived in by **you** or **your** domestic staff for a total of 180 days or more in any one calendar year;
- If the **buildings** of the main residence will be left **unoccupied** for more than 60 consecutive days;
- If there is any building work planned at **your home** or building work is to commence where the cost of the works exceeds £75,000 or where the work planned involves the use of heat;
- If the type of locks, safe or alarm change or if **you** no longer have an alarm maintenance contract in force;
- If the **buildings** are no longer self-contained or do not have their own lockable entrance;
- Where **you** have Section 1, Buildings insurance in force; if the full rebuilding cost of **your buildings** changes as a result of additions, alterations or improvements\*;
- Where **you** have Section 2, Contents insurance in force; if the values to be insured change as a result of additions, alterations, improvements, and new acquisitions\*.

\* Although cover is automatically provided under Section 1, Buildings and Section 2, Contents for additions, alterations, improvements and new acquisitions for up to 25% of the sums insured shown on **your** schedule, **you** must notify **us** about such changes within the timescales stipulated (Refer to Section 1, Buildings, Additional Cover 1, Additions, Alterations and Improvements and Section 2, Contents, Additional Cover 16, New Acquisitions).

**We** may reassess **your** cover and premiums when **we** are told about changes in **your** circumstances or information. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and **your** policy will be cancelled.

If **we** decide to cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered unless **you** have made a claim or an event has occurred which could result in a claim, in which case **we** will be entitled to retain the premium due for the period of insurance. The administration charge to cover **Home & Legacy's costs** will not apply.

If **we** decide to cancel **your** policy, this will not prejudice **your** rights in respect of an insured event which occurred before the date of cancellation.

# Sections 1 to 3

## Buildings, Contents & Your Liabilities

### GENERAL CONDITIONS (CONTINUED)

If **you** do not tell **us** about changes, or give **us** incorrect or incomplete information, the wrong terms may be quoted, and **we** may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

- **Financial Sanctions**

**We** will not provide any cover or be liable to make any payment or other benefit under **your** policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **we** may cancel **your** policy immediately by giving **you** written notice at **your** last known address. If **we** cancel **your** policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

- **Fraud**

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the policy and all cover will cease.

In such circumstances, **we** retain the right to keep the premium paid.

- **Other Insurances**

If at the time of any loss damage or liability covered by **your** policy **you** have any other insurance covering the same loss, damage or liability **we** will only pay **our** share of the claim.

- **Our Cancellation Rights**

**We** may cancel **your** policy if there are grounds to do so by sending **you** 14 days notice in writing by recorded delivery to **your** last known address.

**We** may cancel **your** policy if:

- **we** are made aware of changes in **your** circumstances which mean that it is not possible for **us** to continue to provide cover under this policy;
- **you** fail to meet one or more of the terms and conditions of **your** policy, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** have not fully complied within the time period **we** specify to **you** in writing;
- any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement to **your** policy, where such additional terms and conditions have not been complied with; or where **we** have given **you** time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified;
- if **we** discover that **you** misrepresented information or facts **you** gave **us** for the purpose of providing the insurance cover under **your** policy,

## GENERAL CONDITIONS (CONTINUED)

for example, if **you** gave **us** information that **you** knew to be untrue; or incomplete and if **we** had been made aware of such information it would have led to **us** not entering into the insurance contract in the first place.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered unless **you** have made a claim or an event has occurred which could result in a claim, in which case **we** will be entitled to retain the premium due for the period of insurance.

If **we** cancel **your** policy the administration charge to cover **Home & Legacy's** costs will not apply.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured event which occurred before the date of cancellation.

**We** also reserve the right to terminate **your** policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** 14 days notice in writing to **your** last known address.

If **we** cancel **your** policy all Sections and any optional additional covers (e.g. travel insurance) will be cancelled at the same time.

- **Our rights following a claim**

If **you** have the right to recover all or part of any payment **we** have made under Section 1, Buildings, Section 2, Contents or Section 3, Your Liabilities of this policy **we** may take over proceedings in **your** name, at **our** expense, to recover for **our** benefit the amount of any payment **we** have made. **You** must give **us** all the assistance reasonably required to do this.

**We** may also take over and deal with in **your** name the defence or settlement of any claim.

- **Premium payment**

**We** will not make any payment under this policy unless **you** have paid the premium.

- **Third party rights**

A person who is not a party to the insurance provided under this policy has no right under the Contract (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.



# Sections 1 to 3

## Buildings, Contents & Your Liabilities

### GENERAL CONDITIONS (CONTINUED)

- **Underinsurance and inflation protection**

The premium **you** pay is based on **your** sums insured. It is therefore important that at all times **you** keep **your** sums insured up to date. **Your** sums insured should be reviewed regularly to take into account any changes in circumstances or value of the property insured. (E.g. new purchases, extensions, improvements and changes in market values)

#### **Buildings**

The amount **you** insure the **buildings** for must be sufficient to pay for the full cost of rebuilding and take account of the expenses for:

- demolishing, removing debris, shoring up or propping up parts of the **buildings**;
- architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision; and
- any extra costs to comply with building or other regulations or the by-laws of any local authority but only in respect of the damaged parts of the **buildings**.

#### **Outdoor items**

The amount **you** insure **outdoor items** for must be sufficient to pay for the cost of replacing them as new.

#### **Contents**

The amount **you** insure **contents** for must be sufficient to pay for the cost of replacing them as new.

#### **Fine art, antiques and collectables**

The amount **you** insure **fine art, antiques and collectables** for should be the current market value.

To protect **you** against the additional costs of inflation which may make **your** sums insured inadequate, where **you** have chosen cover under Section 1, Buildings and/or Section 2, Contents **we** will adjust the sum insured for **buildings** and the sum insured for **contents** each month in accordance with the movements in the following indices (or some other suitable index **we** may decide upon). No increase or decrease in premium will be due for each monthly sum insured change but at each renewal the sum insured will be adjusted and the renewal premium calculated on the revised figures which will be shown on **your** policy schedule.

- Section 1, Buildings

The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

- Section 2, Contents

The Consumer Price Index (or some other suitable index **we** decide upon).

GENERAL  
CONDITIONS  
(CONTINUED)

- **Your duty of care**

**You** must:

- maintain the **buildings** to keep them in a good condition and repair;
- take all reasonable steps to minimise the risk of accident, injury, loss or damage;
- look after **your** property ensuring that all items are afforded a level of care and protection commensurate with their value.

- **Your duty when you have a claim**

If **you** need to make a claim, under Section 1, Buildings, Section 2, Contents or Section 3, Your liabilities **you** must do the following:

- tell **us** as soon as possible about the event and give **us** any information **we** may need;
- tell the police about any damage caused by theft or attempted theft, malicious persons, vandals or if any property is lost outside **your home**;
- make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, take photos of the damage;
- allow **us** to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved by **us** before work begins;
- carry out and allow **us** to take any action **we** need to prevent more damage;
- provide all necessary information and assistance that **we** may reasonably require;
- tell **us**, in writing, at **your** first opportunity if someone is holding **you** responsible for damage to their property or bodily injury to them. **You** must send **us** any correspondence, legal documents or any other documents immediately and unanswered;
- not admit liability or responsibility or offer or agree to pay any money without **our** permission;
- allow **us** to defend any proceedings on **your** behalf;
- not abandon any property and leave it to **us**.

# Sections 1 to 3

## Buildings, Contents & Your Liabilities

### HOW TO MAKE A CLAIM

Check **your** policy schedule and this policy document which give details of what is covered and what is not covered. If **you** have any questions, please contact **your** insurance intermediary or if **you** did not arrange **your** policy through an insurance intermediary, please contact **Home & Legacy**.

- Upon the discovery of an event which may give rise to a claim please telephone **your** insurance intermediary or **Home & Legacy**. **You** can notify **Home & Legacy** by telephoning 0844 893 8360 or if **you** are calling from overseas +44 (0) 20 3118 7777. Lines are open Monday to Friday 9am to 5pm.
- For loss or damage discovered outside normal business hours that is an emergency, please contact the Home Emergency Assistance helpline operated by Allianz Global Assistance on **0800 587 9849** from the UK or if **you** are calling from overseas **+44 (0) 208 603 9849** quoting **your** policy number and postcode. They may be able to provide assistance. **Your** policy number can be found on **your** policy schedule.
- Make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, it would helpful to take photos of the damage.
- **We** must have the chance to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved by **us** before work begins.
- **We** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **your** insurance intermediary or **you**.
- **You** may be asked to complete a claim form. A claim form can be obtained by contacting **Home & Legacy** or **your** insurance intermediary. Claim forms are also available from **Home & Legacy's** website: [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)
- If someone is holding **you** responsible for damage to their property or for bodily injury to them, please tell **us** at **your** first opportunity and give **us** full written details. **You** must send **us** any correspondence, legal documents or any other documents immediately and unanswered. Do not admit liability. **You** should also refer to the General Condition headed, your duty when you have a claim on page 49.
- If **your** loss is likely to be also covered in whole or in part by another policy or policies of insurance **you** are entitled to claim under this policy. However, **you** must tell **us** about any other insurance in force and assist **us** to claim back a contribution towards the loss from the other insurer(s) concerned.
- If, following an insured event **you** have a potential claim under Section 1, Buildings, Section 2, Contents or Section 3, Your liabilities of this policy **you** can choose to recover under whichever Section gives **you** the largest recovery.

# Section 4 – Legal Expenses

Section 4, Legal Expenses sets out the Legal Expenses insurance and legal assistance services arranged for **you**.

This Section is underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

Allianz Insurance plc is registered in England No 84638. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

This Section is written on a “claims made” basis. This means that **we** will cover **you** for claims made under Parts 1 to 10 of this Section provided that the event, or series of events, giving rise to **your** claim:

- were first known about by **you** during the **period of insurance**; and
- were reported to **us** by **you** during the **period of insurance**.

Details of how to make a claim under Section 4 of the policy can be found on page 67.

## **Important information about reasonable prospects of success**

At all times during **your** legal action **reasonable prospects of success** must exist in order for **us** to begin, and continue, providing cover under this Section.

In order for **us** to decide whether **reasonable prospects of success exist** **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c or 1d on pages 64 of this Section, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

# Section 4 – Legal Expenses

## WHAT OUR WORDS MEAN

In Section 4 **we** have used some words that have a particular meaning. **You** will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout Section 4 they will be highlighted in **bold** print.

### Acts of Parliament

All Acts of Parliament referred to in this Section will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations, Codes of Practice or formal procedures enforceable within the **territorial limits**.

### Civil case

A legal action which does not involve the defence of any criminal prosecution against **you**.

### Costs

Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the standard rates set by the courts, which **you** cannot recover from **your** opponent.

**Employment tribunal fees** under Part 6 **Employment disputes** that **you** have to pay and which cannot be recovered from **your** opponent.

**Your** opponent's legal costs and expenses incurred in a **civil case** which **you** are ordered to pay by a court or **employment tribunal**, or which **you** pay to **your** opponent with **our** written agreement.

**We** will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with Condition 3f set out on page 65 of this Section of policy.

**We** will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

### Damages

Money that a court or employment tribunal says your opponent must pay to **you** or money your opponent agrees to pay to **you** to settle your legal action.

### Employment tribunal

An independent judicial body that has been established to resolve disputes between you and your employer over your employment rights.

### Employment tribunal fees

Money that you must pay or your legal representative must pay on your behalf, in order to take your dispute with your employer to an employment tribunal.

### Home

The buildings and the area of the plot of land described in the title deeds of **your** private residence(s) specified in **your** policy schedule.

**HMRC**

HM Revenue & Customs.

**Legal representative**

The solicitor or other person appointed with **our** agreement to represent **you** under the terms of this Section.

**Partner**

Someone **you** are married to or live with as if **you** are married.

**Period of insurance**

The period shown on **your** current Ultimate Home policy schedule.

**Reasonable Prospects of Success**

There are reasonable prospects of success if, at all times during **your** legal action against **your** opponent or dispute arising from an **HMRC** enquiry, it is more likely than not that:

- a court or **employment tribunal** would:
  - i decide the legal action under Parts 1, 2, 3, 4, 5 and 6 in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
  - ii award **you** a more favourable settlement than has already been offered by **your** opponent; or
- **you** will be successful in resolving, in **your** favour, the dispute arising from the **HMRC** enquiry under Part 9.
- if **you** are seeking damages from **your** opponent, **you** will recover them.

**We** explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' on page 51 of this Section.

**Standard basis**

The normal method used by the court to assess **costs** which the court believes are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** or **your** opponent.

**Tax avoidance scheme**

Any matter which is notifiable to **HMRC** under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS)

**Territorial limit**

The **territorial limit** for Part 1 Personal injury and Part 3 Consumer contract is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and Vatican City.

# Section 4 – Legal Expenses

The territorial limit for Part 2 Clinical negligence disputes, Part 4 Property disputes, Part 5 Property damage, Part 6 Employment tribunal disputes, Part 7 Employment prosecution defence, Part 8 Motor prosecution defence and Part 9 Tax investigations is Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

## **You, your**

The person named in **your** current policy schedule and his or her **partner**, children, parents and parents-in-law who permanently live at **your home**.

## **We, us, our**

Allianz Legal Protection a trading name of Allianz Insurance plc.

## THE COVER

Section 4, Legal Expenses cover is automatically included whether **you** have chosen to take out cover for Section 1, Buildings and Section 2, Contents or both.

This Section provides the cover described under Parts 1 to 10. It sets out What is covered, What is not covered and the General Conditions that are applicable for this Section.

The General Conditions that apply to Section 4 can be found on pages 63 to 67.

Details of how to make a claim can be found on page 67.

## PART 1 – PERSONAL INJURY

### WHAT IS COVERED

**We** will pay the **costs** of **you** taking legal action against **your** opponent arising from an event that **we** and the **legal representative** agree is not **your** fault and which causes your death or bodily injury.

The cover provided by Part 1 also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- the event happened within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

### **Limit of cover**

The most **we** will pay for all claims arising from **your** death or the same bodily injury is £100,000.

## WHAT IS NOT COVERED

**We** will not provide cover for the following:

- any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.);
- any claim arising from **you** driving a motor vehicle;
- any claim arising from medical treatment.

## PART 2 – CLINICAL NEGLIGENCE DISPUTES

### WHAT IS COVERED

**We** will pay the **costs** of **you** taking legal action against **your** opponent arising from:

- medical treatment or care received by **you**; or
- the failure to provide **you** with adequate medical treatment or care

which causes **your** death or bodily injury.

The cover provided by Part 2 also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- the medical treatment, or series of treatments, care or failure to provide adequate treatment or care took place within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

#### **Limit of cover**

The most **we** will pay for all claims arising out of the same treatment, or care, or failure to provide adequate treatment or care, which leads to **your** death or bodily injury is £100,000.

## WHAT IS NOT COVERED

**We** will not provide cover for any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)



# Section 4 – Legal Expenses

## PART 3 – CONSUMER CONTRACT DISPUTES

### WHAT IS COVERED

**We** will pay the **costs** of **you** taking legal action against **your** opponent, or defending legal action taken against **you** by **your** opponent, in a dispute arising from a breach of a contract **you** have for:

- buying, selling or renting goods; or
- buying services; or
- buying or selling **your home**.

The cover provided by this Section also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

#### Limit of cover

The most **we** will pay for all claims arising from the same dispute under **your** contract is £100,000.

### WHAT IS NOT COVERED

**We** will not provide cover for the following:

- disputes for amounts less than £100;
- anything to do with motor vehicles or their parts and accessories;
- anything to do with building, converting or extending **your home**, or any other property that **you** own.
- anything to do with work carried out on any land or buildings that are not **your home**;
- any dispute over the amount of money or other compensation due under an insurance policy;
- any dispute arising from:
  - a contract **you** have for pensions, savings or investments of any kind; or
  - any loan, mortgage or other borrowing; or
  - any arrangement **you** have with a bank, building society or credit provider;

- any dispute to do with the buying or selling of any land or property that is not part of **your home** (this does not apply if the dispute is to do with services **you** have bought which relate to the buying or selling of that land or property);
- any dispute arising out of a tenancy agreement, lease agreement or licence to occupy **your home**, or any other land or property that **you** own;
- anything to do with a contract for **your** business activities;
- any dispute with any local authority, public authority or any government department;
- any dispute arising from an application for planning permission in respect of **your home** or any other land or property that **you** own.

## PART 4 – PROPERTY DISPUTES

### WHAT IS COVERED

**We** will pay the **costs** of **you** taking legal action against **your** opponent in a dispute following a breach of **your** legal rights to do with owning or using **your home**.

The cover provided by Part 4 also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- **your home** is within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

#### Limit of cover

The most **we** will pay for all claims arising from the same dispute to do with **your home** is £100,000.

### WHAT IS NOT COVERED

**We** will not provide cover for the following:

- any dispute relating to any land or building that is not **your home**;
- any dispute arising out of a tenancy agreement, lease agreement or licence to occupy **your home**;
- any dispute with any local authority, public authority or any government department;
- any dispute arising from an application for planning permission;
- any dispute relating to physical damage to **your home** or property which **you** own or are legally responsible for and which is in or on **your home**.

# Section 4 – Legal Expenses

## PART 5 – PROPERTY DAMAGE

### WHAT IS COVERED

We will pay the **costs** of **you** taking legal action against **your** opponent in a dispute following an event which causes the following.

- Physical damage to **your home**.
- Physical damage to property which **you** own or are legally responsible for and which is in or on **your home**.

The cover provided by Part 5 also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- **your home** is within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- we have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

#### Limit of cover

The most **we** will pay for all claims arising from the same dispute following damage to **your home** or property is £100,000.

### WHAT IS NOT COVERED

We will not provide cover for the following:

- any dispute with any local authority, public authority or any government department;
- any dispute relating to any land or building that is not **your home**;
- property damage caused by mining or subsidence (subsidence means the downward movement of the ground beneath your home, except where the damage is caused by the settlement of made up ground or by your home bedding down within 10 years of construction);
- property damage arising from any contract **you** have with another person or organisation;
- property damage arising from **you** driving or using a motor vehicle.

## PART 6 – EMPLOYMENT CONTRACT DISPUTES

### WHAT IS COVERED

**We** will pay the **costs** of **you** taking legal action against **your** employer in a dispute arising from a breach of **your** contract for **your** full-time employment or permanent part-time employment (this includes the breach of any legal rights **you** have relating to **your** contract of employment).

The cover provided by Part 6 also includes the costs of making or defending an appeal following a decision by a court or employment tribunal in respect of **your** legal action.

**We** will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court or employment tribunal in respect of **your** legal action; and
- **reasonable prospects of success** exist.

#### Limit of cover

The most **we** will pay for all claims arising from the same dispute under **your** contract for employment is £100,000.

### WHAT IS NOT COVERED

**We** will not provide cover for the following:

- any **costs** or expenses that **you** incur in relation to any disciplinary action, grievance or investigation by **your** employer arising out of **your** contract of employment;
- any **costs** or expenses that **you** incur in relation to any compromise or settlement agreement to do with the way **your** contract of employment is ended;
- any dispute which is only about the amount of redundancy pay.
- Anything to do with subcontracting or a contract for services if **you** are self-employed.
- Any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms (This does not apply if **your** dispute with **your** employer is to do with discrimination against **you**).

# Section 4 – Legal Expenses

## PART 7 – EMPLOYMENT PROSECUTION DEFENCE

### WHAT IS COVERED

**We** will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** full-time employment or permanent part-time employment.

The cover provided by Part 7 also includes the **costs** of making an appeal against **your** conviction or sentence by a court.

**We** will provide this cover as long as:

- the event giving rise to the criminal proceedings happened within the **territorial limit**; and
- the criminal proceedings will be decided by a court within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

#### Limit of cover

The most **we** will pay for all claims arising from the same criminal proceedings is £100,000.

## PART 8 – MOTOR PROSECUTION DEFENCE

### WHAT IS COVERED

**We** will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of an insured vehicle.

The cover provided by Part 8 also includes the **costs** of making an appeal against **your** conviction or sentence by a court.

**We** will provide this cover as long as:

- the event giving rise to the criminal proceedings happened within the **territorial limit**; and
- the criminal proceedings will be decided by a court within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

#### Limit of cover

The most **we** will pay for all claims arising from the same criminal proceedings is £100,000.

## WHAT IS NOT COVERED

**We** will not provide cover for the defence of criminal proceedings in respect of the following.

- parking offences for which you do not get points on your licence.
- driving while under the influence of drink or drugs.
- driving without:
  - insurance that covers an insured vehicle; or
  - a road fund licence or MOT certificate for the insured vehicle where either of these are required by law; or
  - a valid driving licence.
- any criminal proceedings against **you** that would be covered under **your** motor insurance policy for the insured vehicle.
- any award of costs made against **you** by a court following criminal proceedings.

## PART 9 – TAX INVESTIGATIONS

### WHAT IS COVERED

**We** will pay the **costs we** have agreed to of representing **you** in a formal enquiry by **HMRC** under Section 9A of the Taxes Management Act 1970 which examines **your** self-assessment tax return declarations relating to:

- **your** wages, salary or pension;
- income or gains **you** receive on investments in the United Kingdom, providing that the gains do not relate to **your** business and that the income is not **your** main source of income.

**We** will provide this cover as long as:

- **you** have kept accurate records in accordance with any relevant tax requirements; and
- all relevant tax returns are complete and have been filed on time; and
- **reasonable prospects of success** exist in any dispute arising from an enquiry by **HMRC**.

#### Limit of cover

The most **we** will pay for all claims arising from the same enquiry is £100,000.

# Section 4 – Legal Expenses

## WHAT IS NOT COVERED

We will not provide cover for any enquiry by **HMRC** relating to:

- the tax compliance of any business entity, unless it relates only to the personal tax **you** must pay on **your** wages or salary received as an employee;
- any alleged or suspected tax fraud or criminal matters;
- any income earned by **you** as a self-employed person;
- where the enquiry happens only because **you** have been investigated before;
- any enquiry carried out by **HMRC** Specialist Investigations, or **HMRC** Criminal Investigations, or carried out under Codes of Practice 8 or 9;
- a **tax avoidance scheme**;
- IR35 legislation;
- provisional entries in **your** returns;
- any enquiry into any of **your** earlier self-assessment tax return declarations undertaken in accordance with **HMRC** discovery powers under Section 29 of the Taxes Management Act 1970;
- the valuation of assets, interests or shareholdings of any business entity.

## PART 10 – JURY SERVICE

### WHAT IS COVERED

If **you** have to go to court for jury service, **we** will pay **your** salary or wages that **you** cannot get back from the court.

#### Limit of cover

The most **we** will pay is £150 per day, up to a maximum of £25,000 for each period of jury service.

### WHAT IS NOT COVERED UNDER ANY PART OF LEGAL EXPENSES

In addition to the exclusions described in 'What is not covered' by each Part **we** will not provide cover under this Section for the following.

#### 1 Any **costs**:

- incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**.
- **we** have not agreed to in writing.
- **you** have paid directly to the **legal representative** or any other person without **our** permission.
- relating to an appeal following a decision by a court or **employment tribunal** in respect of **your** legal action unless **we** and the **legal representative** agree that **reasonable prospects of success** exist.
- that the court orders **you** to pay to **your** opponent on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during **your** legal action.

2 Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:

- legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
- **damages you** receive from **your** opponent.

These types of contracts are often referred to as conditional fee agreements or damages-based agreements.

3 Any actual or potential dispute, criminal proceedings, **HMRC** investigation or requirement to attend for jury service that **you** were aware of, or should have been aware of, before the cover under this policy started.

4 Any claim which **you** report to **us** more than six months after the event, or series of events, which gave rise to the dispute first occurred.

5 Any fines or other penalties awarded against **you** by a court or **employment tribunal**.

6 Disputes between **you** and:

- **us**; or
- any other person covered by this policy; or
- someone **you** live with or have lived with.

7 Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.

8 Any dispute arising from:

- an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
- any other challenge to any existing or proposed legislation.

9 Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.

10 Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.

11 Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.

12 Claims directly or indirectly caused by, contributed to or arising from:

- ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

13 Claims arising from war, invasion, riot, revolution, terrorism or a similar event.



# Section 4 – Legal Expenses

## GENERAL CONDITIONS THAT APPLY TO SECTION 4

**You** must keep to the Conditions to have the full protection of this Section. If **you** do not, and the Condition **you** have not kept to relates to a claim **you** have made, **we** may refuse the claim or withdraw from any current claim.

If **you** do not keep to Condition 1c, 1d or 1e below **we** will recover any **costs** from **you** that **we** have paid or incurred in respect of **your** legal action unless **we** agree to appoint another **legal representative** to continue **your** claim.

### 1 Action you must take

**You** must:

- a make **your** claim during the same **period of insurance** in which **you** first became aware, or should have become aware, of the event, or series of events, which gave rise to the claim.
- b not appoint a **legal representative** to represent **you** in **your** legal action.
- c at all times throughout **your** legal action give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation.
- d follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include going to all court hearings or other appointments that the legal representative asks **you** to attend.
- e not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**.
- f get **our** written agreement before making or defending an appeal against the decision of a court or **employment tribunal** in respect of **your** legal action.
- g instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this policy to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps.
- h instruct the **legal representative** to keep to Condition 2 below.

### 2 Action the legal representative must take

The **legal representative** must:

- a get **our** written permission before instructing a barrister or expert witness, other legally qualified advisor or expert in respect of **your** legal action;
- b tell **us** at the first opportunity once he or she becomes aware of any information or development which will more likely than not mean that:
  - **reasonable prospects of success** no longer exist; or
  - the **damages** that **you** can recover from **your** opponent will be

reduced from the amount that was originally expected by the **legal representative**.

- c tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action.
- d report the result of **your** legal action to **us** at the first opportunity after it is finished;
- e take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

### 3 Our rights

**We** will have the right to:

- a appoint the **legal representative** in **your** name and on **your** behalf;
- b Take over and conduct, in **your** name, any claim or proceedings:
  - before a **legal representative** has been appointed; or
  - that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.
- c Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.
- d Appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.
- e End **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.
- f Have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.
- g Settle **your** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
- h Settle the **costs** covered by this policy at the end of **your** legal action.

# Section 4 – Legal Expenses

## 4 Changes during the period of insurance

If **we** need to make changes to **your** policy, **we** will normally only do this at **your** next renewal date. **We** will not change **your** policy during the **period of insurance** unless:

- a **we** are required to do so because of a change in any law applicable to this policy; or
- b **we** are told to do so by **our** industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- c a service provided under this policy by any organisation other than **us** is no longer available and **we** need to:
  - change the provider of the service; or
  - change the service; or
  - remove the service.

If **we** do need to change **your** policy, **we** will give **you** 30 days' notice in writing of the change and how it will affect **you**.

## 5 Freedom to choose the legal representative

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court or tribunal **we** will choose the **legal representative**.

**You** have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court or tribunal.

**You** can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **us**. If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in Condition 6 Disputes.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

## 6 Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **you** and **we** cannot agree on an arbitrator the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs. If the arbitrator decides that **you** must pay some, or all of the costs of the arbitration those costs will not be covered by this policy.

## 7 Fraud

If **you** or anyone acting on **your** behalf knowingly makes a claim which is in any way false or fraudulent or supports a claim with any false or fraudulent statement or document, including exaggerating the circumstances of **your** claim, **you** will lose all rights under this Section and all cover will cease. In such circumstances, **we** retain the right to recover any sums from **you** that **we** may have already paid, or agreed to pay, under this Section. If the false, fraudulent or exaggerated claim is made or supported by the person that has taken out this Section, **we** also retain the right to cancel this Section and keep the premium paid.

## 8 Notices

Every notice which needs to be given under this policy must be given in writing.

If **you** give **us** notice, **you** must send it to **Home & Legacy**.

If **we** give **you** notice, **we** must send it to **your** last known address.

## 9 Rights of parties

A person or company who is not a party to this Section has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, to enforce any term of this section, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 10 Your agreement with others

**We** will not be bound by any agreement between **you** and the **legal representative**, or **you** and any other person or organisation. This will include any agreement **you** have made to pay the **legal representative** out of any damages that **you** receive from **your** opponent.

## 11 Other insurances and cover

If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this policy, **we** will only pay **our** share of the **costs** of the claim.

## HOW TO MAKE A CLAIM

If **you** need to make a claim, call Home & Legacy Legal Assistance on 0844 854 1775 or if you are calling from overseas on +44 (0) 1454 451 660, quoting master policy number **36758** and confirm **you** are a **Home & Legacy** Legal Expenses policyholder. **You** will be asked for a brief summary of the problem.

If **your** claim is covered **we** will appoint the **legal representative** that **we** have agreed to in **your** name and on **your** behalf. **You** must not appoint a solicitor or any other person or organisation to deal with **your** claim.

# Section 4 – Legal Expenses

If **you** have already seen a solicitor before **we** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** from the time **we** have accepted the claim and appointed the **legal representative**.

Please see Condition 5 Freedom to choose the legal representative on page 66 of this policy Section for an explanation of when **you** can choose the **legal representative**.

## LEGAL ASSISTANCE SERVICES

**We** have arranged for a selection of additional legal assistance services to be included for **you** with **your** policy at no additional cost.

**Our** legal assistance services provide **you** with immediate access to a solicitor, and are designed specifically to support, guide and provide **you** with options to resolve **your** legal needs. The additional services are described below.

## ANNUAL LEGAL HEALTHCHECK

**Your** policy provides **you** with access to an annual legal healthcheck consultation. **You** will be entitled to one consultation for each **period of insurance** that Section 4 remains in force.

To arrange **your** annual legal healthcheck either register online at [www.homeandlegacy.co.uk/legalhealthcheck](http://www.homeandlegacy.co.uk/legalhealthcheck) or call 0844 854 1796.

## LEGAL HEALTHCHECK – WHAT IS INCLUDED

**Your** annual legal healthcheck will be a telephone based assessment of **your** personal legal circumstances and will be conducted by Pannone, part of Slater & Gordon (UK) LLP (Pannone) of 123 Deansgate, Manchester, M3 2BU. Pannone is authorised and regulated by the Solicitors Regulation Authority.

Following the telephone-based assessment **you** will be provided with a written report of the findings to consider.

A wide range of legal areas will be included during each annual legal healthcheck, for example wills and powers of attorney or matters relating to residential and foreign property.

## LEGAL HEALTHCHECK – WHAT IS NOT INCLUDED

**Your** annual legal healthcheck will not include:

- reviews of any documents **you** may have;
- advice on any legal matters where a solicitor has already been appointed and is acting on **your** behalf in respect of any legal proceedings;
- advice related to any legal disputes involving **us** or any other parties that are insured under **your** policy.

## LEGAL HEALTHCHECK DISCLAIMER

The service **we** offer is designed to provide **you** with general information only. It does not constitute legal advice and should not be relied upon as such. A contract for legal services will not be established between **you** and Pannone as a result of **our** offering **you** this service. If **you** have a specific legal problem or legal matter to consider which may be covered under Section 4, Legal Expenses of **your** policy **we** will put **you** in contact with a suitably qualified lawyer from Pannone.

Where the Annual Legal Healthcheck identifies a requirement for financial advice, **we** can where appropriate, put **you** in contact with Adroit Financial Planning Ltd (Adroit), whose address is Lincoln House, 1 Brazennose Street, Manchester, M2 5FJ. Adroit is a separate business which is partly owned by Slater & Gordon (UK) LLP. Adroit is authorised and regulated by the Financial Conduct Authority, Financial Services Register number is 579324. All of its advisers are individually registered with the FCA

**We** and Pannone will store and use **your** personal information to complete the Annual Legal Healthcheck and recommend appropriate further legal or financial advice which may be of benefit to **you**. Occasionally Pannone may contact **you** with further information about legal services **we** think may be of interest to **you**. Please advise **us** if **you** do not wish to be contacted in this way in the future.

**Your** policy gives **you** a confidential telephone legal advice on any personal legal matter when **you** need it, 24 hours a day, 365 days a year.

## HOME & LEGACY LEGAL ASSISTANCE HELPLINE

This service provides **you** with immediate access to a solicitor, and is designed specifically to support, guide and provide **you** with options to resolve all **your** legal needs. The Home & Legacy Legal Assistance service will be provided by Pannone, part of Slater & Gordon (UK) LLP of 123 Deansgate Manchester, M3 2BU (Pannone) Pannone is authorised and regulated by the Solicitors Regulation Authority.

For legal advice, help and support contact Home & Legacy Legal Assistance on: **0844 854 1775**

Callers from overseas: **+44 (0) 1454 451660**

When **you** call quote **36758**, and confirm that **you** are a **Home & Legacy** legal expenses policyholder. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

**You** will then be asked for a brief summary of the problem.

The advice **you** get from Home & Legacy Legal Assistance will always be according to the laws of Great Britain and Northern Ireland.

# Section 4 – Legal Expenses

## LEGAL ASSISTANCE HELPLINE – WHAT IS INCLUDED

The advice provided by this service will be available to **you** on any personal legal matter, for example consumer disputes, and employment disputes through to areas such as property, wills and probate.

The legal advisors are often able to assist and resolve during the first call. However, where the legal issue may be more complex, then **your** enquiry will be passed to a specialist solicitor in that particular area of law.

**You** will not be charged for the advice provided. This service is available to **you** as an additional benefit with **your** policy.

Should the advice **you** receive suggest that **you** should instruct a solicitor to act for **you**, the cost of this representation may be covered under Section 4, Legal Expenses of **your** policy.

Where **you** decide to instruct Pannone to act for **you** in relation to any area of legal work for which there is no cover available under Section 4, Legal Expenses, then Pannone will provide you with a fixed price at the outset wherever possible. Where it is not possible to provide **you** with a fixed price at the outset, Pannone will quote an hourly rate, for the legal work, which will normally be discounted from their usual hourly rates.

## LEGAL ASSISTANCE ONLINE

Another service **your** policy provides for **you** is unlimited, free access to various online tools and services that will help **you** to produce legal paperwork and other documents in connection with a wide range of matters that can affect **your** personal lifestyle.

**Our** legal assistance online service is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.

To access the **Home & Legacy** legal assistance online service visit [www.lawclubonline.co.uk/homeandlegacy](http://www.lawclubonline.co.uk/homeandlegacy) and register using the registration code which can be found on **your** policy schedule.

## LEGAL ASSISTANCE ONLINE – WHAT IS INCLUDED

The legal assistance online service gives **you** access to a detailed law guide which can provide **you** with up to date guidance and advice on many legal issues.

The legal assistance online service will also enable **you** to draft over 150 legal documents. These can be prepared by following the online interactive questionnaire. Once created the documents can be downloaded, printed and stored in **your** secure online legal account. Some documents include the option of instructing Pannone to review **your** draft document for an additional fixed fee. The amount of that additional fixed fee will be confirmed to you at the time you use the service.

This document review service extends to documents **you** have begun drafting through the **Home & Legacy** legal assistance online service, where **you** want Pannone to review and countersign **your** document.

**You** can instruct Pannone, through the **Home & Legacy** legal assistance online facility, to draft the entire document for **you** for which **you** will be charged an

additional discounted fixed fee. The amount of that additional discounted fixed fee will be confirmed to **you** at the time **you** use the service.

Alternatively, if **you** require additional guidance or are unable to locate an answer to **your** specific query **you** may contact the Home & Legacy Legal Assistance (see above for further details) on **0844 854 1775** or for callers from overseas **+44 (0) 1454 451660**. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

## TAX ADVICE HELPLINE

Section 4 of **your** policy also includes access to a tax advice helpline to give **you** advice on any personal tax matter affecting **you**.

**Our** tax advice helpline is provided by Abbey Tax Protection of One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

For tax advice call the tax helpline: **0844 873 0244**

The service is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding public holidays).

The advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland. The tax advice helpline cannot provide advice on the laws of any other country or jurisdiction.

When contacting the tax advice helpline, **you** should quote the reference **36758**, and confirm that **you** are a **Home & Legacy** Legal Expenses policyholder.

## TAX ADVICE HELPLINE– WHAT IS INCLUDED

**Our** tax advice helpline is a telephone service intended for general enquiries. **We** do not provide advice on any matter relating to tax planning, cannot engage in documentation reviews or enter into any written correspondence with **you**, except where **we** consider it appropriate to forward details of written procedures to **you** by email.

Advice and guidance will be in accordance with **our** advisers' understanding of the circumstances as described by **you**.

**Our** service should not be used as a substitute for a formal consultation with **your** accountant or other tax adviser, who can review **your** particular circumstances in more depth than is intended by this service.

**You** may contact the helpline as often as required during the term of **your** policy, although in the event that the telephone line is not available for technical reasons no liability can be accepted for inability to provide advice.



# Section 5 – Identity Fraud Detection & Assistance

## THE SERVICES

Section 5 of the policy sets out the Identity Fraud Detection & Assistance services **Home & Legacy** has arranged for **you** which are administered by **Experian** a UK credit reference agency.

## SECTION 5 DEFINITIONS (WHAT OUR WORDS MEAN)

In Section 5 there are words and phrases that have a particular meaning. **You** will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout this Section they will be highlighted in bold print.

### **Credit report**

The personal record provided by **Experian** of **your** current and recent credit commitments (such as credit cards, loans and mortgages), **your** repayment history and other information that helps lenders to avoid fraud and assess the likelihood that **you** will be able to make repayments. It includes any court judgments made against **you** and whether or not **you** have taken out an individual voluntary arrangement (IVA) or been made bankrupt within the previous six years. Other information featured on the credit report are financial associations with others, any aliases **you** may be known by, details from the electoral roll, any linked addresses and any **credit report** searches made in the previous 12 months.

### **CIFAS**

A non-profit organisation whose members are dedicated to the prevention of fraud in the United Kingdom, **CIFAS** members share information about identified frauds to help prevent further fraud. **CIFAS** provide **CIFAS** Protective Registration, an optional service available as part of **your membership**. **CIFAS** is a company limited by Guarantee, registered in England and Wales No. 2584687 at 6th Floor, Lynton House, 7-12 Tavistock Square, London WC1H 9LT

### **Experian**

Experian Ltd, a UK credit reference agency and the administrator of the benefits and services given under Section 5, Identity Fraud Detection & Assistance Service, of the policy. Experian Ltd is registered in England No. 653331 at Landmark House, Experian Way, NG2 Business Park, Nottingham NG80 1ZZ, United Kingdom.

### **Identity fraud**

The theft of or unauthorised use of **your** personal details by another person or persons which has or which **Experian** believe could reasonably result in the unlawful use of **your** identity.

### **Identity protection service**

The online credit monitoring and **web monitoring identity fraud** protection services, administered by **Experian**.

## REGISTERING FOR THE SERVICES

### **Membership**

A subscription by **you** to the **Experian** online Identity Fraud Detection & Assistance Service referred to as ProtectMyID.

### **Web monitoring**

The continuous monitoring by **Experian** of the internet; social networks; and public databases for **your** personal details to help detect theft, accidental disclosure and misuse of **your** personal information online.

### **You/your**

The main policyholder and, where applicable, the named partner stated on **your** policy schedule who have registered or who are entitled to register for **membership**.

Before **you** can use the services **Home & Legacy** have arranged under this Section of the policy **you** will have to activate **your membership**.

**Membership** is available for the main policyholder and named partner stated on **your** policy schedule. Each person will be required to individually register to activate **membership** of the Identity Fraud Detection and Assistance Service.

**Membership** can be activated by:

- registering online at [www.protectmyid.co.uk/HomeandLegacy/](http://www.protectmyid.co.uk/HomeandLegacy/) or by
- calling **Experian** on **0800 064 5004** 8am and 7pm, Monday to Friday (excluding bank or public holidays)

Calls to 0800 numbers are free from BT landlines. Calls from other networks may vary, please contact **your** network provider for details.

**You** will need to have **your** Ultimate policy number to hand when **you** register. **Your** policy number can be found on **your** policy schedule.

When **you** apply to register **you** will need to go through an application procedure.

As part of the application process **Experian** will verify **your** identity by checking the details **you** give them against the details that are held on the various databases **Experian** has access to. **Experian** will keep a record of this check which may be used by other organisations for verification and fraud prevention purposes.

As many of the Identity Fraud Detection and Assistance Services are provided online when **you** register **you** will be required to accept:

- The Terms and Conditions related to the provision of **Experian** website services including the **Experian** complaints procedure; and

# Section 5 – Identity Fraud Detection & Assistance

- the Experian Privacy Policy which explains how **your** personal information held by **Experian** will be used.

**You** will automatically be registered to receive alerts if there is a significant change to **your credit report** or if the **web monitoring** service detects **your** personal information online. When registering **you** will be asked to choose how **you** wish to be alerted, this can be by email or text message (SMS). **You** will be able to change how **you** receive alerts if **you** change **your** mind at any time.

**Web monitoring** alerts are based on **your** personal data held; name address, date of birth, telephone number and email address. When registering **you** will be given the option to choose to add additional information for **web monitoring** e.g. credit and debit card numbers, usernames, additional contact details.

As part of **your** registration process **you** will also have to choose a username and password. These will be needed to access **your** Identity Fraud Detection & Assistance Service online.

**Membership** will last for the duration of **your** Ultimate policy. **Your membership** will end if **your** Ultimate policy is cancelled, expires or ends for any reason.

## THE SERVICES

The following services are available to **you** from **Experian** for the duration of **your membership**:

- **Credit Report Information**

Unlimited access to **your credit report**. This service is available online following secure login at [www.protectmyid.co.uk/HomeandLegacy/](http://www.protectmyid.co.uk/HomeandLegacy/)

- **Identity Protection Services**

Alerts sent to **you** by e-mail or text (as requested by **you**):

- whenever a significant change occurs to **your credit report** that could be a sign of potential **identity fraud** for example: addition of a credit account; or a search made on **your credit report**;
- if **web monitoring** detects **your** personal information online.

- **Confidential Identity Fraud Detection and Assistance Service Advice Line**

Access to an **Experian** confidential advice helpline to assist and advise if **you** have any concerns about being or becoming a victim of **identity fraud** or if **you** have any questions about your **membership**. If **you** are the victim of **identity fraud**, **you** will have the benefit of a dedicated fraud caseworker from **Experian's** 'Victims of Fraud' team to work with **you** to provide advice, support and assistance until **your identity fraud** issues are resolved.

**You** will be advised how to access the service once **you** have registered for **membership**.

- **CIFAS Protective Registration**

If **you** are a victim of identity fraud or if **Experian** consider that **your** identity is particularly at risk of **identity fraud** for example, if **you** have lost **your** passport or driving licence or any other forms of identification or documents with personal information, **you** may be recommended for CIFAS Protective Registration. This service is automatically available to **you** as part of **your membership**. Registration is not compulsory but may be beneficial as it helps to reduce the risk of **your** identity being used unlawfully, to obtain credit or money in **your** name. **CIFAS** members take extra precautions if a protective warning is placed on a credit file.

- **Online Identity fraud information and advice.**

Access to information and advice online and an online Risk Assessment Tool – a short series of questions to calculate **your identity fraud** risk and see how to reduce it.

## GENERAL EXCLUSIONS

The services available to **you** under this Section do not extend to:

- Any financial loss or costs **you** incur as a result of **identity fraud**.
- Individuals who are not residents of the United Kingdom, Channel Islands or the Isle of Man.
- Individuals who are not over 18 years of age.

## EXPERIAN DISCLAIMER

The services of **membership** provided by **Experian** are subject to:

- **You** agreeing that the value, accuracy, and relevance of the information provided in **your credit report** is current only at the time it is produced and may diminish after it is delivered.
- **You** agreeing that any information delivered to **you** by **Experian** belongs to **Experian**.

**You** also agree that **you** are not permitted to copy, change or in any way commercially exploit any information contained within **your credit report**, including redistributing any such information or removing any copyright or trademark applied to any such information.

- **You** agreeing and accepting that the information supplied by **Experian** in **your credit report** does not constitute any form of advice, recommendation or endorsement by **Experian** and that it is not intended to be relied upon by **you** in making (or refraining from making) any specific decision.

# Section 5 – Identity Fraud Detection & Assistance

- **You** accepting that in the case of **web monitoring Experian** do not guarantee to provide comprehensive monitoring of all instances of **your** relevant details on the internet. **You** understand and accept that as information on the internet is constantly changing, **Experian** cannot guarantee that the monitoring information and alerts it gives **you** will remain accurate or up-to-date. **You** also accept that **Experian** cannot guarantee that its monitoring and alerts will necessarily enable **you** to avoid or limit the effects of **identity fraud**. For these reasons, **you** accept that **you** should not rely solely on **web monitoring** to protect **your** details on the internet.
- **You** agreeing and accepting that it is **your** responsibility to take care about the personal details **you** make available on the internet.

# Section 6

## Home Emergency Assistance

Section 6, Home Emergency Assistance is included for **your** residence(es) indicated as covered on **your** policy schedule.

Section 6 of this policy is underwritten by AGA International SA and is administered in the United Kingdom by Allianz Global Assistance.

Allianz Global Assistance is a trading name of Mondial Assistance (UK) Limited, Registered in England No 1710361. Registered Office 102 George Street, Croydon CR9 6HD

Mondial Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority.

AGA International SA is authorised by Autorité de Contrôle Prudentiel in France and authorised and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from us on request.

Allianz Global Assistance acts as an agent for AGA International SA for the receipt of customer money, settling claims and handling premium refunds.

**Home & Legacy** acts as an agent for AGA International SA with respect to the receipt of customer money and handling premium refunds.

### DEFINITIONS (WHAT OUR WORDS MEAN)

In Section 6 Home Emergency Assistance, **we** have used some words and phrases that have a particular meaning. **You** will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout this Section they will be highlighted in bold print.

#### **Beyond economic repair**

The point at which **our tradesman** considers the repair costs (taking into account the parts and labour required) to be more than the value of the boiler. The value is based on its date of manufacture, type and make.

#### **Emergency/emergencies**

A sudden and unforeseen domestic situation, which, if not dealt with quickly, would in **our** opinion:

- make **your home** unsafe or insecure;
- damage, or cause further damage to **your home**;
- cause unreasonable discomfort, difficulties or risk to **you**.

#### **Home**

The private residence(s) located in the United Kingdom insured under this Section, the address(es) of which is/are shown on **your** policy schedule. Please note that non-integral garages, outbuildings and conservatories are not covered.

# Section 6

## Home Emergency Assistance

### **Insurer**

AGA International SA.

### **Primary heating system**

The main heating systems in **your home**, including a domestic boiler, which serves pipework of not greater than one inch bore. This includes both the central heating and/or hot water systems and extends to: programmer, central heating pump, thermostats and radiators.

Please note that **we** do not cover any form of solar heating or non-domestic central heating boilers and associated systems.

**Your** central heating boiler should be serviced at least annually, in accordance with the manufacturer's recommendations.

### **Tradesman/Tradesmen**

A qualified person approved and instructed by **us** to provide domestic emergency repair services.

### **We, Our, Us**

Mondial Assistance (UK) Limited trading as Allianz Global Assistance, who administers the cover provided under this Section on behalf of the **insurer**.

### **You**

Any person normally residing in **your home**.

### **Your**

Belonging to the policyholder.

## THE COVER

This Section of the policy sets out the Home Emergency Assistance covers **we** provide and what is not covered. It also sets the General Conditions that apply to the whole of Section 6 of the policy and how to make a claim.

The General Conditions can be found on pages 81 and 82.

Details of how to make a claim can be found on page 82.

## WHAT IS COVERED

**We** will:

- provide initial advice to **you**;
- arrange for a **tradesman** to attend **your home**;
- pay up to £1,000 (including VAT) per **emergency** towards labour, costs (including call out charges, materials and parts required to effect **emergency** repairs in **your home**).

We will only provide this cover if the **emergency** happens during the **period of insurance** and it is caused by one or more of the following:

- **Cooking system**

Complete failure or breakdown of the only permanently installed cooking system at **your home**.

- **Electricity supply**

Complete failure or breakdown of the electricity supply within **your home**.

- **Primary heating system**

Complete failure or breakdown of, either the heating and/or hot water supply provided by the **primary heating system**.

The heating system must have been properly installed, maintained and repaired as recommended by the manufacturer or installer.

If **your** boiler is **beyond economical repair** we will only pay up to £250 (including VAT) towards the labour and parts to replace the boiler (applies to boilers under 12 years of age only).

- **Plumbing and drainage**

Failure of or damage to, the plumbing or drainage system which will result in water damage inside **your home**. This includes:

- burst pipes;
- overflowing waters tanks;
- blocked waste outlets (including toilets); and
- blocked drains.

- **Uninhabitable accommodation cover**

If no-one can live in **your home** as a result of an **emergency**, **we** will pay all **your** reasonable costs up to £250 in getting basic accommodation for one night, as long as **we** approve it beforehand.

- **Gutters and downpipes**

The downpiping and guttering has either failed or been damaged, and flooding or water damage inside **your home** is a likely result of that failure or damage.

- **Security and glazing**

Failure of or damage not caused by **you** to outside locks, doors or windows which means that **your home** is no longer secure.

- **Roofing**

Damage to the roof of **your home** caused by adverse weather conditions or fallen trees.

- **Vermin**

If **you** need to remove rats, mice, cockroaches, and wasps or bees nests from **your home** (this does not apply to animals and insects already in **your home** before **you** took out cover).



# Section 6

## Home Emergency Assistance

### WHAT IS NOT COVERED

- Any **emergency** arising from circumstances known to **you** before commencement of cover under **your** policy.
- Costs **we** have not authorised. Always phone **us** first.
- Routine maintenance of equipment, supplies or services in **your home**.
- Repairs to any system, equipment or facility which has not been installed, maintained or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of a manufacturer's or designer's fault.
- Materials or labour charges covered by a manufacturer's, supplier's or installer's guarantee or warranty.
- Cesspits, septic tanks and central-heating fuel tanks.
- Any wilful act by **you**, or something **you** fail to do that causes an **emergency**.
- Claims that happen when **your home** is left **unoccupied** for more than 60 days in a row.
- Claims arising from the interruption, failure or disconnection of public services to **your home**, (including electricity, water or gas supply) however they are caused.
- Claims arising as a result of wear and tear.
- Any destruction or damage to any property or any resultant loss or any legal liability directly or indirectly caused by, something **you** are claiming for (such as loss of earnings), or arising from:
  - radioactive contamination;
  - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power;
  - riot, violent disorder, civil commotion, strikes or labour disputes;
  - pollution or contamination of any kind.
- Any additional loss resulting from a claim covered by this policy.
- Any form of solar heating and any non-domestic central heating boiler and associated system.
- Boilers not serviced in accordance with the manufacturer's recommendations.
- Replacement boilers, heaters, water tanks or radiators.
- Boilers which are over 12 years old; or where the work that relates to maintenance or a fault in the **primary heating system**.

- Cost of repairing a boiler that is **beyond economical repair**.
- **We** will not re-attend a boiler repair until **you** have confirmed that a boiler, that has previously been deemed to be **beyond economic repair**, has been replaced.
- Blocked toilets and drains not causing water damage inside **your home** or replacement water tanks or hot-water cylinders.
- Accidental damage to glass or replacement glass.
- Any matters relating to security alarms.
- Flat roofs.
- Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
- Any **emergency** which happens within 14 days of the policy start date. This does not apply to **home emergency** assistance policies that have renewed.

Please also refer to the Home Emergency Assistance General Conditions which also apply.

## HOME EMERGENCY ASSISTANCE GENERAL CONDITIONS THAT APPLY TO SECTION 6

**We** will act in good faith in all **our** dealings with **you**.

**We** will only pay the benefits under this policy if **you** contact **us** first.

**We** will make reasonable attempts to find a suitable **tradesman**, as long as the service is not affected by: poor weather conditions, industrial disputes (official or not), failure of the public transport systems (including the road network) and other circumstances that prevent access to **your home** or otherwise make it impractical to offer the service.

If **you** need more than the cover provided by the **home emergency** assistance, **we** will still offer **you** help up to the policy limits, but **you** will have to pay the extra costs direct to the **tradesman** when they provide the service.

**You** will be responsible for **tradesman's** call-out charges if:

- having asked for help **you** are not at **home** when the **tradesman** arrives,
- it is for replacement boilers, heaters, water tanks or radiators;
- it is for boilers which are over 12 years old; or
- it is for work that relates to maintenance or a fault in the **primary heating system**.

# Section 6

## Home Emergency Assistance

- the **primary heating system** fails because **you** did not light it, turn it on or failed to adjust the time or temperature controls.

**We** shall be entitled to:

- refuse to help if, in **our** opinion, **your home** or services have not been maintained in a safe or serviceable condition.
- decide on the most appropriate way of providing help, although **we** will take into account **your** wishes wherever possible.
- settle **our** part of the claim if **you** have any other insurance covering the same loss or damage; or
- cancel this insurance if **you** give **us** false information or do not give **us** the information **we** need (in such cases, **we** will repay any premium that is due to **you**).

**We** will arrange to supply and fit replacement parts when they are needed and if they are covered under the policy. If **you** ask that better parts are fitted, **you** will have to pay the extra cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the manufacturers, or their suppliers or agents supplying spare parts.

### **Note:**

Please remember this is not a maintenance contract and **we** have the right to cancel the insurance provided under this Section of the policy if, in **our** opinion, the service is being abused.

### HOW TO MAKE A CLAIM

It is vital that **you** follow these steps to get help and claim the benefits available under **your** Home Emergency Assistance insurance if there is an emergency covered by the policy.

#### **Stay calm.**

If the **emergency** involves escaping water or electrical faults, turn off the mains supply immediately. Major **emergencies** which could potentially result in serious damage or injury must be immediately notified to the public supply authority and/or the emergency services.

If **you** suspect a gas leak turn off the mains gas supply and do not use any electrical switches (off or on) or naked flames (for example matches).

**You** should contact National Grid (Tel 0800 111 999) in these circumstances. See under Gas in **your** phone book.

Please phone the home emergency assistance insurance helpline on **0800 587 9849** or if **you** are calling from overseas **+44 (0) 208 603 9849** within 24 hours of the **emergency** happening.

## HOW TO MAKE A CLAIM (CONTINUED)

Lines are open 24 hours a day, 365 days a year.

(Please note calls may be recorded for **our** joint protection, training or monitoring purposes).

It is important to remember that **you** must telephone the home emergency assistance helpline first.

Please do not make any arrangements yourself as **we** cannot refund any costs if **you** do not get **our** prior authorisation.

Tell **us your** home emergency assistance insurance policy number, full address including post code and renewal date. All of this information appears on **your** policy schedule.

Give **us** as much information as possible about what has happened, so **we** can give **you** advice and arrange the most appropriate help for **you**.

The home emergency assistance helpline will arrange for an approved **tradesman** to come to **your home** and deal with **your emergency**. If the **emergency** is listed under what is covered under Section 6 of this policy the emergency assistance insurance helpline will arrange to pay the **tradesman's** fees (up to the limits of this policy) direct to the **tradesman**. **You** will be responsible for any extra costs, which may or may not be covered by Section 1, Buildings and Section 2, Contents of **your** policy. If the **emergency** is not listed under What is covered **you** must pay all the **tradesman's** fees.

**We** must approve overnight accommodation first. **You** will be asked to send a receipted invoice, including **your** policy number directly to the **insurer**.



## CONTACT

For further information about Home & Legacy Ultimate Home please contact your insurance intermediary or call us on 0844 893 8360.

Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)



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Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

