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Policy wording

Insurance provided by



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Policy wording

INTRODUCTION

Thank you for choosing Azur Underwriting Limited and our Private Client Group for your personal insurance.

Private Client Group is dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

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POLICY PROVISIONS

! This policy is not complete without a schedule

POLICY PROVISIONS

Azur Underwriting Limited distributes and administers this policy on behalf of American International Group UK Limited and DAS Legal Expenses Insurance Company Limited.

Azur Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FRN 774401). Azur Underwriting Limited is a company registered in England & Wales (company number 09903413) with a registered office at 7th Floor, 1 Minster Court, Mincing Lane, London, EC3R 7AA.

This policy is underwritten by American International Group UK Limited, save for legal expenses insurance cover, which is underwritten by DAS Legal Expenses Insurance Company Limited as the insurers.

American International Group UK Limited (“AIG”) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). American International Group UK Limited is registered in England (company number 10737370) with a registered address at The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN 202106) and Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited is a company registered in England & Wales (company number 103274) with a registered office at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

This information can be checked by visiting the FCA Register (www.fca.org.uk/register).

This policy, this schedule and any endorsement clauses detailed on it, set out the agreement between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the schedule and comply with **your** responsibilities described in this policy. Cover for each section will only be in operation where indicated on **your** policy schedule.

Upon any renewal or variation of this agreement, **you** must take care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. The information **you** provide to **us** may affect **our** ability to renew or vary **your** coverage under this agreement or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date **you** must tell the intermediary who arranged the policy for **you**, or **us**, as soon as is possible as this may affect **your** policy and **your** ability to claim under it.

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with its terms. In particular, please refer to Part II – Making a claim and Part VII – General Conditions.

HOW WE USE PERSONAL INFORMATION

We are committed to protecting the privacy of their customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policies and obtain their permission (where possible) for sharing of their Personal Information with **us**.

The types of Personal Information we may collect and why – Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of claims

POLICY PROVISIONS

- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

AIG and Azur may send **you** marketing communications. To opt-out of any marketing communications that AIG may send **you**, contact AIG by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If **you** opt-out AIG may still send **you** other important service and administration communications relating to the services which they provide to **you** from which **you** cannot opt-out. To opt-out of any marketing communications that Azur may send **you**, contact Azur by email at: marketingopt-out@azuruw.com or by writing to Marketing Preference Team, Azur, 4 Christopher Street, London, EC2A 2BS. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which **we** provide to **you** from which **you** cannot opt-out.

Sharing of Personal Information – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policies (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and be required to use appropriate security measures.

Your rights – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policies (see below).

Privacy Policy – More details about **your** rights and how AIG collect, use and disclose **your** Personal Information can be found in AIG's full Privacy Policy at: www.aig.co.uk/privacy-policy or **you** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: DataProtectionOfficer.uk@aig.com.

POLICY PROVISIONS

More details about **your** rights and how Azur collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: <http://www.azuruw.com/privacy-policy> or **you** may request a copy by writing to: Data Protection Officer, Azur, 4 Christopher Street, London, EC2A 2BS or by email at: DPquery@azuruw.com.

FRAUD PREVENTION AND DETECTION

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

- a. share information about **you** with other organisations and public bodies including the police;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - ii. recover debt, prevent fraud and to manage **your** insurance policies;
 - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

American International Group UK Limited is a member of the Insurance Fraud Bureau (IFB) www.insurancefraudbureau.org, a not for profit organisation funded by the insurance industry, specifically focussed on detecting and preventing organised and cross industry insurance fraud. The IFB also maintains a Cheatline, where anyone can call 0800 422 0421 in confidence and anonymously if necessary, to report insurance fraud.

PART I – DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words '**you**', '**your**' and '**yours**' refer to the person or persons or legal entity named on the schedule, his or her spouse, civil partner or common law partner. The words '**we**', '**us**', '**our**' and '**ours**' means American International Group UK Limited and DAS Legal Expenses Insurance Company Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting Limited as agent of the insurers.

In addition the following words have the following meaning where used throughout the policy unless a more specific special definition applies under that section:

Aircraft means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

Aggravated burglary means a burglary from the **residence** committed when a burglar enters and at the time has with them a firearm, imitation firearm, weapon of offence, or any explosive.

Bodily injury means identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.

Business means a part-time or full-time trade, occupation or profession, including farming or stud activities.

Business equipment means furnishings, supplies and equipment used to conduct **business** from the **home**.

Collection means **fine art, jewellery**, private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, guns, model trains), including memorabilia for which a sum insured is shown in the **collections** section of **your** schedule.

Contaminant is an impurity resulting from the mixture of or contact of a substance with a foreign substance.

Contents means household goods, clothing and personal property, all of which belong to **you** or a **family member** for which **you** or a **family member** are legally responsible.

Damages means the sum of money required to satisfy a claim, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

DAS means DAS Legal Expenses Insurance Company Limited.

Domestic duties means those duties related to **your home** and gardens, or **your** home office if **you** have less than 5 employees. This definition does not include employees who are employed to provide care for **you** other than domestic child care. **We** exclude any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Domestic employee means any person employed by **you** in connection to **domestic duties** at **your residence** who is:

- a. employed by **you** under an employment contract in the United Kingdom or a country which is a member of the European Union; or
- b. self employed and working on a labour only basis under **your** control or supervision in the United Kingdom or a country which is a member of the European Union.

Family member means any member of **your** household who resides with **you** on a permanent basis.

Fine art means paintings, etchings, statuary, antiques and other genuine works of art with historical value or artistic merit.

Home means the main dwelling and **other permanent structures** including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.

Identity fraud means the act of knowingly transferring or using, without lawful authority, a means of identification of an **insured person** with the intent to commit, or to aid or abet, any unlawful activity.

PART I – DEFINITIONS

Insured person means:

- a. **you** or a **family member**; and
- b. any additional insured named in the policy schedule.

Jewellery means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals and costume jewellery. This also includes watches and set or unset gemstones.

Landscaping means **your** trees, lawn, shrubs, and other plants on the grounds of **your residence**.

Loss of hearing means total and permanent loss of hearing in one or both ears.

Loss of limb(s) means:

- a. in the case of a lower limb, permanent physical severance at or above the ankle or permanent and total loss of use of an entire leg or foot; and
- b. in the case of an upper limb, permanent physical severance at or above the wrist or permanent and total loss of use of an entire hand or arm.

Loss of sight means permanent, total and irrecoverable loss of sight in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what **you** should see at 60 feet).

Market value means the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially similar.

Motor means any motorised land vehicle which requires motor vehicle registration or operator licensing. This includes self-propelled motor-homes, motorcycles and attached trailers.

Mould means any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

Occurrence means:

- a. a loss or an accident which occurs during the **policy period** and results in **personal injury** or **property damage**; or
- b. an offence, including a series of related offences, committed during the **policy period** that results in **personal injury** or **property damage**.

Other permanent structures means any outdoor structures **you** own that are situated within the grounds of **your home** at a location listed in the schedule that are:

- a. not attached to **your home**; or
- b. any boundary walls attached to **your home**.

Personal injury means the following injuries, or death resulting from the following injuries:

- a. **bodily injury**;
- b. unlawful detention, false imprisonment or false arrest;
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;
- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. unlawful entry or eviction.

Policy period means the period of insurance shown in **your** schedule.

Pollutant means any solid, liquid, gaseous or thermal irritant or **contaminant**, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **waste**.

PART I – DEFINITIONS

Property damage means actual physical harm to, destruction of, or loss of use of tangible property.

Reconstruction cost means the lesser of the amount at the time of the loss required to restore or repair a structure; or replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:

- a. fees payable to architects, surveyors and consulting engineers;
- b. the cost of complying with the building regulation of a government or local authority; and
- c. the cost of removing debris that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

Relative means **your** partner, a parent, brother, sister, son, daughter, (including adopted or fostered children), grandparent, grandchild, step-parent, stepchild, stepbrother, stepsister or next of kin of **you** or **your** partner.

Residence means any of the following which is listed on the schedule:

- a. any **home**, or **other permanent structures** and grounds that **you** own; or
- b. any other property **you** own or reside in.

Tenant's improvements means additions, alterations, installations or fixtures that **you** paid for, or are responsible for, at **your residence**.

Terrorism means the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

Unoccupied means not lived in for 60 consecutive days or not adequately furnished to be lived in normally.

Waste is materials to be disposed of, recycled, reconditioned or reclaimed.

Watercraft means a boat or craft designed for use on or over water.

PART II – MAKING A CLAIM

Private Client Group is committed to providing the finest claims service in the industry. When a loss occurs, **we** aim to respond promptly with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week. See below for full details on how to make a claim

We will not pay for any fees incurred in preparing or furthering any claim under this policy.

YOUR DUTIES AFTER AN OCCURRENCE OR INCIDENT

In the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy, or if **you** or any other **insured person** under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you** or an **insured person** (where applicable) must:

- a. give prompt notice to **us** or **your** intermediary of any incident that may result in any kind of claim under this policy. Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **you** not receiving the full amount claimed if the amount claimed is increased as a result of the delay;
- b. notify the local police if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- c. protect the property from further damage. If repairs to the property are required, **you** must:
 - i. make necessary repairs to protect the property; and
 - ii. keep an accurate record of all repair expenses.
- d. begin to repair, replace or rebuild any partial loss to an insured property within 180 days of the date of the loss. If **you** have an **occurrence** that results in a partial loss to an insured property and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **we** will only pay the **reconstruction cost**
- e. provide **us** with bills, receipts and related documents;
- f. as often as **we** require:
 - i. make available to **us** the damaged property for inspection;
 - ii. provide **us** with records and documents **we** request; and
 - iii. submit to separate examination under oath.
- g. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- h. provide **us** with any legal documents and other documents which will help **us** defend **you**; and
- i. assist and co-operate with **us** in the conduct of the defense by helping **us**:
 - i. to make settlement;
 - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**;
 - iii. to attend hearings and trials; and
 - iv. to secure and give evidence and obtain the attendance of witnesses.

REPORTING A CLAIM

You will need to provide **your** name and **your** policy number at the time of reporting a potential claim. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

PART II – MAKING A CLAIM

A. HOME AND CONTENTS, COLLECTIONS AND LIABILITY

To make a claim under any of these sections of this policy please contact **your** insurance broker or agent. Alternatively **you** can contact **us** directly as follows:

Telephone: +44 (0)20 3319 7942 (**our** telephones are manned 24 hours a day 7 days a week)

Email: azurclaims@azuruw.com

In writing:

Private Client Group
Azur
4 Christopher Street
London
EC2A 2BS

B. FAMILY PLUS LEGAL EXPENSES

To make a claim under this section of this policy please contact **your** insurance broker or agent.

Alternatively **you** can contact **DAS** directly as follows:

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, please call **DAS** on +44 (0)344 893 9307 and they will give **you** a reference number. At this point **DAS** will not be able to tell **you** whether **you** will be covered but the information will be passed on to **DAS'** claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

PART III – HOME AND CONTENTS

A. BASIS OF COVER

This policy covers **you** against all risks of physical loss or damage to **your home** and **other permanent structures** unless an exclusion applies. **Your contents** are covered against all risks of physical loss or damage anywhere in the world unless an exclusion applies.

B. PAYMENT OF A LOSS

1. Amount of cover for **your home, tenant's improvements** and **other permanent structures**

The amount **we** will pay is shown in **your** schedule. **Your** schedule indicates the payment basis:

a. Guaranteed rebuilding cost:

This cover can be provided at **our** discretion if:

- i. one of **our** appraisers has calculated the rebuilding cost, or
- ii. **you** have provided to **us** a full independent high net worth building survey dated no more than three years prior to inception of **your** policy.

If the payment basis shown on **your** schedule is guaranteed rebuilding cost, **we** will pay the **reconstruction cost** of **your home, tenant's improvements** or **other permanent structures**, for each **occurrence**, even if this amount is greater than the sum insured shown on **your** schedule. However, **you** must repair or rebuild **your home** or **other permanent structures** at the same location. If not, the maximum payable is the sum insured shown for that location on the schedule.

Where an appraisal has been conducted **we** may change the sum insured shown on **your** schedule to reflect current costs and values. **We** may adjust the premium to reflect these changes. Guaranteed rebuilding cost does not apply to Grade I or Category A buildings.

b. Rebuilding cost

If the payment basis shown on **your** schedule is rebuilding cost, **we** will pay the **reconstruction cost** of **your home, tenant's improvements** or **other permanent structures**, up to the sum insured shown for that location on **your** schedule, for each **occurrence**.

For a covered total loss **we** will pay the **reconstruction cost** up to the sum insured shown for that location on **your** schedule, for each **occurrence**, whether or not **you** actually rebuild **your home, tenant's improvements** or **other permanent structures**.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine in accordance with good industry practice.

We will not pay for the cost of replacing any undamaged item(s) or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

A total loss is when, at **our** discretion, a building is deemed to be beyond economical repair or reconstruction.

Following a total loss settlement, any salvage shall become **our** property.

2. Amount of cover for **your contents**

The amount **we** will pay is shown in **your** schedule. **Your** schedule indicates the payment basis:

1. Replacement cover:

The most **we** will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the **contents** without deduction for depreciation, up to the sum insured shown on the schedule.

PART III – HOME AND CONTENTS

We will at **our** option decide whether to:

- repair the item;
- replace the item as new, if a replacement is not available **we** will replace it with an item of similar quality;
- make a cash settlement for the value at which **we** could replace the item.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the Retail Price Index from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine.

2. How **your** excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**. For specific situations, a special excess may apply, namely:

Unoccupied home excess

If the **home** is **unoccupied** and **you** did not notify **us** an excess of 5% of the **home** sum insured will apply unless a higher excess already applies as shown in the schedule.

3. Pairs, sets and parts

For a covered loss to a pair or set, or to part of a larger unit, under **contents** only, **we** will pay whichever is less of:

- i. the cost to replace the lost or damaged property;
- ii. the cost to restore or repair the damaged property to its pre-loss condition; or
- iii. the difference between the **market value** of the pair or set before the loss and after the loss.

However, **we** may pay **you** the full replacement cost of the entire pair, set or unit if **you** agree to surrender the remaining article(s) of the pair, set or unit to **us**.

Under no circumstances will **we** pay more than the sum insured shown on **your** schedule.

4. Special limits of liability

The limit shown for each of the following categories is the maximum **we** will pay for a covered loss to that type of **contents**. These special limits apply per **occurrence** and do not increase the amount of cover for **your contents** or for any item covered elsewhere in this policy:

- i. money, banker's drafts, bank notes, postal orders, cheques: £500;
- ii. sailboards, surfboards, rowing boats and dinghies, including their accessories: £500;
- iii. negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, or travel tickets: £500;
- iv. outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments: £10,000;
- v. wine: £2,500;
- vi. pedal cycles: £500;
- vii. quad bikes: £500.

PART III – HOME AND CONTENTS

C. ADDITIONAL COVERS

These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise.

Your excess applies to these covers unless stated otherwise. Exclusions are described in Section D.

Exclusions and limits of liability as described in Section B. Payment of Loss 4. Special Limits of Liability, apply to these covers.

1. Lock replacement

We will pay for the cost of replacing the locks in a **residence** listed on the schedule if the keys to that **residence** are lost or stolen. **We** will pay up to £10,000 per **policy period**.

Your excess does not apply to this cover.

2. Trace and access

We will pay up to £10,000 for the cost to remove and replace part of **your home** in order to find the source of the water, oil or gas leak from any fixed domestic water or heating installation or storage tank and the subsequent repairs to the walls, floors or ceilings, driveways, paths, patios or gardens. The leak must occur during the **policy period** and **we** do not cover loss or damage to the heating or water system itself.

3. Loss of domestic oil, gas, liquefied petroleum gas or metered water

We will pay up to £10,000 for the cost of loss of domestic oil, gas, liquefied petroleum gas or metered water that has escaped from **your** heating or water system at a **home** listed in **your** schedule which occurs during the **policy period**.

We also cover the cost of clearing up contamination or pollution of land and/or water at **your home** caused by any sudden, unforeseen and identifiable oil leakage from any fixed domestic oil installation at **your home**. **We** will pay up to £15,000 per **policy period**.

4. Alternative accommodation

If a covered loss makes **your residence** uninhabitable, **we** will pay up to 25% of the **home** sum insured or **contents** sum insured (whichever is the higher) to cover any reasonable increase in living expenses incurred by **you** to maintain **your** household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore **your residence** to a habitable condition or for **your** household to permanently locate elsewhere, up to a maximum of 24 months. This includes accommodation for **your** domestic pets and horses.

5. Students' possessions

We will pay up to £2,500 for **contents** shown in **your** schedule in respect of loss or damage to a **family member's** possessions whilst living away from **home** in full time education.

6. Newly acquired items

We cover **your** newly acquired **contents** for 10% of the highest amount of **contents** cover as listed on **your** schedule.

You must request cover for the newly acquired **contents** within 60 days after **you** acquire them and pay **us** the additional premium from the date acquired.

We reserve the right, at **our** discretion, not to insure the newly acquired **contents** if cover has not been requested for such **contents** within 60 days.

7. Water detection installation

We will pay up to £5,000 for **you** to install a water leak detector system following a covered water damage loss over £7,500 caused by a leak or break in a plumbing, heating or air conditioning system at **your residence**. This cover only applies if the **residence** has not previously had a water leak detector system installed.

Your excess does not apply to this cover.

PART III – HOME AND CONTENTS

8. Business equipment

We will pay up to £30,000 in total for a covered loss to **business equipment** at a **residence** listed on the schedule.

9. Disability costs

We will pay up to £5,000 in total for alterations to **your home** to allow **you** or a **family member** to live unassisted following an accident, injury or illness, resulting in a **loss of limb, loss of sight or loss of hearing**, which occurs during the **policy period**.

These payments do not increase the amount of **your** cover, and only apply in excess of any other insurance cover in force.

10. Security upgrade

We will pay up to £15,000 to upgrade the security systems including alarms and locks following an **aggravated burglary occurrence** at **your home** that results in a valid claim under this policy.

11. Emergency access to the residence

We will pay up to £2,500 in total for loss or damage as a direct result of forcible entry to the **residence** to attend a medical emergency.

12. Emergency preventative measures

We will pay up to £5,000 for costs incurred by **you** in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.

13. Emergency precautionary repairs

After a loss covered by this policy, **we** will pay up to £5,000 for the emergency expenses **you** incur for necessary repairs to protect **your residence** against further loss.

These payments do not increase the amount of **your** cover.

14. Fatal injury

We will pay up to £10,000 per person for fatal injury by fire, lightning, **aircraft**, explosion or physical assault to **you** at the **residence**, should **you** die within twelve months of the event. The event must be the sole or predominant attributable cause of death.

15. Garden and landscaping

We will pay up to 10% of the sum insured for **your home** or, if the **home** is not covered, 10% of the sum insured for the **contents** at the **residence** at which the covered loss occurs to **your** garden or **landscaping**, but no more than £2,500 for any one tree, shrub or plant or up to £25,000 per **occurrence**.

We will pay only for losses caused by:

- a. **aircraft**;
- b. fire, lightning or explosion;
- c. riot or civil commotion;
- d. earthquake;
- e. a vehicle not owned or operated by someone who lives at the **residence**; or
- f. theft, attempted theft, vandalism or malicious acts.

16. Garden and landscaping machinery or equipment

We will pay the **market value**, up to a maximum of £5,000 for any one item in respect of loss or damage to garden and **landscaping** machinery or equipment.

PART III – HOME AND CONTENTS

17. Land

In the event of a covered loss to **your home** or **other permanent structures** we will pay for required stabilisation, excavation, or replacement of land under or around **your home** or **other permanent structures**.

We will pay up to 10% of the amount of a covered loss to **your home** or **other permanent structures** for this cover.

18. Assessments

We will pay up to £50,000 per **occurrence** for **your** share of an assessment charged during the **policy period** to all the members of **your** tenants' association. The assessment must be as a result of a covered loss to property or as a result of liability that would be covered under this policy. **We** will not pay more than £1,000 for any assessment that results from an excess in **your** tenants' association's insurance.

Your excess does not apply to this cover.

19. Removal of nests

We will pay up to £500 for the removal of wasp, bee, mouse, rat or cockroach nests from **your** main dwelling.

20. Loss of rent

If **you** are not able to rent out **your residence**, or a part of **your residence**, that **you** usually rent to others, because of a loss covered by this policy, **we** will pay the rent **you** would have received including ground rent for the reasonable amount of time necessary to restore **your residence**, or that part of **your residence**, to a habitable condition.

We do not cover any loss of rents due to termination of a lease or agreement.

We will pay up to 25% of the **Home** sum insured limited to a maximum of 24 months

21. Sale of **your residence**

If **you** enter into a contract to sell any **residence** shown in the schedule, **we** will cover that **residence**, at the same terms and conditions, for the buyer from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale. **We** will only do this if:

- a. the **home** is not insured by, or does not have the benefit of, any other insurance;
- b. the **home** is not **unoccupied**; and
- c. the policy remains in force.

22. Food spoilage

We cover loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any **residence you** live at or own.

These payments do not increase the sum insured for **contents**.

D. EXCLUSIONS

The following exclusions apply to Part III – Home And Contents section of **your** policy:

1. Aircraft

We do not cover any loss or damage to **aircraft** or **aircraft** parts.

2. Business property

We do not cover any loss or damage to **business** property unless it is **business equipment** covered as an Additional Cover under Part III, Section C of this policy.

PART III – HOME AND CONTENTS

3. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure of **your** property by any government or public authority.

4. Dishonest acts

We do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

5. Existing damage

We do not cover any loss or damage which occurred prior to the **policy period**.

6. Erosion

We do not cover any loss or damage caused by coastal or river erosion.

7. Faulty, inadequate or defective planning

We do not cover any loss or damage caused by faulty, inadequate or defective:

- a. planning, development, surveying, siting;
- b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
- c. materials used in repair, construction, renovation or remodelling; or
- d. maintenance of part or all of any property whether on or away from the **residence**. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

8. Freezing water

We do not cover any loss or damage caused by water freezing in a plumbing, heating or air conditioning system or household appliance if **your home** or a habitable **other permanent structure** is **unoccupied** for longer than 60 consecutive days, under renovation or being constructed, unless **you** used reasonable care to maintain heat at a reasonable level in **your home** or **other permanent structure**, or shut off and drained the water from the system or appliance.

9. Frost

We do not cover any loss or damage caused by **frost**.

10. Goods and Services

We do not cover loss caused by **you** not receiving goods and services **you** have paid for.

11. Gradual operating causes or deterioration, breakdown, wear and tear

We do not cover any loss or damage caused by gradually operating causes such as wear and tear, deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes.

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

12. Intentional acts

We do not cover any loss or damage deliberately caused by **you** or a **family member**.

13. Loss by rodents, insects, vermin or domestic pets

We do not cover any loss or damage caused by rodents, insects, vermin (squirrels excepted) or domestic pets .

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

14. Loss or damage to animals, birds or fish

We do not cover any loss or damage to animals, birds or fish.

PART III – HOME AND CONTENTS

15. Misappropriation

We do not cover any loss or damage caused by the taking or other misappropriation of **contents** from **you** or a **family member** by **you** or a **family member**.

16. Motorised land vehicles

We do not cover any loss or damage to motorised land vehicles.

However, this exclusion does not apply to loss or damage to vehicles not subject to **motor** vehicle registration which are:

- a. used to service any **residence you** own or live at;
- b. designed to assist the disabled; or
- c. designed for recreational use off public roads.

17. Mould

We do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

18. Nuclear hazard

We do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

19. Pollution or contamination

We do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **pollutants**.

We do not cover the cost to extract **pollutants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation.

20. Radioactive, chemical or biological contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

21. Renovations and repairs

We do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of **contents**.

PART III – HOME AND CONTENTS

22. Subsidence, heave or landslip

We do not cover any loss or damage to land, patios, terraces, swimming pools, ponds, water features, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave or landslip unless the main dwelling also sustains a covered loss or damage at the same time by the same event.

We also do not cover any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of **your home** are also damaged at the same time by the same event.

23. Structural movement

We do not cover any loss or damage caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip.

24. Temperature or dampness

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home, other permanent structures** or **contents**.

However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

25. Tenant's property

We do not cover any loss or damage to property of lodgers, boarders, or other tenants.

26. Terrorism

We do not cover loss caused by an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical or nuclear weapon.

27. Unsuitable transportation and packing

We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

28. War or similar risks

We do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

29. Watercraft

We do not cover any **watercraft** other than those described under Section B (Payment of Loss), 4. (Special Limits of Liability). In addition, **we** do not cover any loss or damage caused by the stranding, swamping or sinking of a covered **watercraft**, its trailer or outboard engine.

We also do not cover any loss caused by collision of a covered **watercraft** other than collision with a land vehicle unless another exclusion applies.

30. Wind or storm

We do not cover any loss or damage to any fence, gate, bridge, pier, wharf or deck caused by wind or storm. However, this exclusion does not apply to loss or damage to any fence, gate, bridge, pier, wharf or deck caused by falling trees.

31. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

PART IV – COLLECTIONS

A. BASIS OF COVER

This part of **your** policy covers **you** against all risks of direct physical loss or damage to **collections** anywhere in the world unless stated otherwise in the policy or an exclusion applies. The sum insured for each category of **collections**, and for each scheduled item, is shown in **your** schedule.

B. PAYMENT OF A LOSS

1. Payment for specified items and unspecified items

a. Specified items

i. Total loss

For a covered loss to an item listed in **your** schedule of items, **we** will at **our** option decide whether to:

- replace the item as new, if a replacement is not available **we** will replace it with an item of similar quality; or
- make a cash settlement for the value at which **we** could replace the item.

ii. Partial loss

If only part of the specified item is lost or damaged, **we** shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the **market value** of the item is less than its **market value** immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that item.

b. Unspecified items

We shall pay the amount required to restore or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **collections** with unspecified cover as shown in the schedule. If after the restoration the **market value** of the item is less than its **market value** immediately prior to the loss, **we** shall pay the difference. **We** will not pay more than the single article limit as shown in **your** schedule.

2. Payment for a pair or set of items

For a covered loss to a pair or set, **you** may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss;
- b. be paid the difference between **market value** of the item(s) before and after the loss; or
- c. be paid the sum insured if specified, or the **market value** if unspecified, of the entire pair or set – provided that **you** surrender any undamaged matching item(s) and/or parts to **us** and **we** agree to accept them, **we** will at **our** option, replace or pay the replacement cost of the complete matching set

In no event shall payment exceed the sum insured for that pair or set or the unspecified single article limit as shown in **your** schedule.

3. How **your** excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**.

C. ADDITIONAL COVERS

These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise.

Your excess applies to these covers unless stated otherwise.

1. Defective title

We will pay the amount **you** have paid to purchase an item which **you** are subsequently required by law to relinquish possession of due to:

- a. unforeseen discovery of the vendor's defective or lack of title to the purchased item by **you**; or

PART IV – COLLECTIONS

b. any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.

We will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim.

We will only cover a loss if both the purchase and any relevant claim are made during the **policy period**.

The most **we** will pay is £25,000 or 5% of the **collections** sum insured as shown in the policy schedule, whichever is the lower amount.

We will only cover a loss resulting from a purchase made by **you** from an auctioneer or dealer who is a member of at least one of the following:

- i. British Antique Dealers Association;
- ii. London and Provincial Antique Dealers Association;
- iii. Royal Institution of Chartered Surveyors Arts and Antiques Faculty;
- iv. The Society of London Art Dealers;
- v. Association of Regional Valuers and Auctioneers;
- vi. Society of Fine art Auctioneers; or
- vii. any other vendor agreed by **us** in writing prior to the purchase.

2. Death of artist

We will pay up to the insured value of any specified **fine art** item, up to a maximum of £25,000 within the immediate 12 months following the death of the artist provided that **you** can produce a purchase receipt or an independent professional valuation no more than 3 years old at the time of loss or damage.

3. Newly acquired items

We cover **your** newly acquired **collections** provided **you** already have a sum insured shown on **your** schedule in the category that the newly acquired item(s) would be insured under. The most **we** will pay is £5,000, but no more than £1,000 for any one item for the category as shown in the schedule for a covered loss. For appropriate cover under this policy, **you** must request cover for all newly acquired items(s) within the first 60 days after **your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired items(s) once 60 days after the acquisition of such items have elapsed.

D. EXCLUSIONS

The following exclusions apply to Part IV – **Collections** section of **your** policy:

1. Confiscation

We do not cover any loss or damage caused by the destruction, confiscation or seizure by any government or public authority.

2. Dishonest acts

We do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

3. Existing damage

We do not cover any loss or damage which occurred prior to the **policy period**.

4. Gradual operating causes or deterioration, breakdown, wear and tear

We do not cover any loss or damage caused by gradually operating causes such as wear and tear, deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes.

PART IV – COLLECTIONS

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

5. Loss by rodents, insects, vermin or domestic pets

We do not cover any loss or damage caused by rodents, insects, vermin (squirrels excepted) or domestic pets. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

6. Jewellery in the safe or bank

We do not cover any loss to specified **jewellery** described in the schedule as ‘**Jewellery** in safe’ or ‘**Jewellery** in bank’ while these items are out of a locked safe or locked strong room located within the **residence**, or out of a bank vault agreed by **us**, unless **we** agree in advance that **we** will cover them.

7. Intentional acts

We do not cover any loss or damage deliberately caused by **you** or a **family member**.

8. Misappropriation

We do not cover any loss or damage caused by the taking or other misappropriation of **collections** from **you** or a **family member** by **you** or a **family member**.

9. Mould

We do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**.

However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

10. Nuclear hazard

We do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

11. Radioactive, chemical or biological contamination

We do not cover any loss or damage, directly or indirectly caused by:

- a. radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- b. the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- c. the use of a chemical or biological weapon.

12. Repair and restoration

We do not cover any loss or damage to **collections** caused by or resulting from repair, restoration or retouching commissioned by **you**.

13. Stamps and coins

We do not cover any loss to stamps or coins caused by:

- a. fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature; or
- b. handling or being worked on.

PART IV – COLLECTIONS

14. Unsuitable transportation and packing

We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method of transportation.

15. Use

We do not cover loss or damage to any **collections**:

- a. held or used for any trade, **business** or profession;
- b. caused during use other than as part of a **collection**.

16. War or similar risks

We do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

17. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

PART V – LIABILITY

A. BASIS OF COVER

We will pay **damages** an **insured person** is legally obligated to pay for **personal injury** or **property damage** caused by an **occurrence** covered by this policy that arises directly from **your** liability as owner of the **residence** listed on **your** schedule and/or as occupier of the **residence** listed on **your** schedule.

B. PAYMENT OF A LOSS

The most **we** will pay for all claims for **personal injury** and **property damage** as a result of any one **occurrence** is the liability sum insured shown in **your** schedule. This insurance applies separately to each **insured person** against whom a claim is made or lawsuit is brought, but **we** will not pay more than the limit shown in **your** schedule for any single **occurrence** regardless of the number of **insured persons**, claims made or persons injured.

Payments under Section C. Defence Cover, except any settlement payment, are in addition to the liability sum insured shown in **your** schedule.

C. DEFENCE COVER

We will pay the legal defence costs and legal expenses incurred by an **insured person** with **our** prior written consent. In jurisdictions where **we** may be prevented from defending an **insured person** for a covered loss because of local laws or other reasons, **we** will pay only those legal defence expenses incurred with **our** prior written consent for the **insured person's** defence.

Our duty to pay the defence costs and legal expenses of any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in **damages** for that **occurrence** equals the liability cover limit shown on the schedule of this policy.

D. ADDITIONAL COVERS

In addition to **damages** and legal defence costs, **we** also provide related covers. These payments are in addition to the sum insured for **damages** and legal defence costs unless stated otherwise or an exclusion applies.

1. Defective premises act liability

We will cover **damages you** are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the comparable enacting legislation in Scotland, in connection with any **home** which **you** have previously owned or occupied provided that at the time of the incident giving rise to liability **you** had disposed of all legal title to and interest in that **home**, and no other insurance covers the liability.

If the policy is terminated pursuant to a sale of the **home you** will be insured for a period of seven years after the date of termination but the insurance will cover only liability incurred in connection with the **home** and will not apply if the liability is covered under a more recently effected or current policy.

2. Employer's liability

We will pay **damages you** are legally obliged to pay to **domestic employees** for injury or illness arising from an accident. The accident must arise from **domestic duties** the **domestic employee** undertakes whilst in **your** employment at a **residence** listed on **your** schedule or while on a temporary trip with **you** to another location.

We will not cover **damages you** are legally obliged to pay for **domestic employees** who have been in the United States of America or Canada for more than 90 days in total during the **policy period**.

We may pay defence costs and legal expenses incurred by **you** with **our** prior written consent. The most **we** will pay is the domestic employers liability cover limit shown in **your** schedule.

3. Identity fraud

We will pay up to £50,000 in total for an **insured person's identity fraud** expenses for each **identity fraud occurrence** during the **policy period**.

PART V – LIABILITY

Identity fraud expenses means:

- a. costs for notarising fraud affidavits (written statements sworn on oath) or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarised;
- b. costs for registered mail to police, credit agencies, financial institutions or similar credit grantors;
- c. lost wages as a result of time taken off from work to meet with, or talk to, police, credit agencies and/or legal counsel or to complete fraud affidavits, up to a maximum payment of £300 per week for a maximum period of four weeks;
- d. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- e. reasonable legal fees incurred, with **our** prior consent, for:
 - i. defence of lawsuits brought against the **insured person** by merchants or their collection agencies;
 - ii. the removal of any criminal or civil judgements wrongly entered against an **insured person**; and
 - iii. challenging the accuracy or completeness of any information in a consumer credit report.
- f. charges incurred for long distance telephone calls to merchants, police, financial institutions or similar credit grantors or credit agencies to report or discuss an actual **identity fraud**.

At **your** option:

- a. **we** will pay the cost to implement a fraud resolution plan to resolve civil or criminal judgements wrongly entered against **you** or an **insured person** and remove all fraudulent entries from **your** credit report. **You** may choose an identity theft restoration service from a panel of firms selected by **us**. If a service is not available in **your** area, **we** reserve the right to select the identity theft restoration service; or
- b. **we** will reimburse **you** for **identity fraud** expenses incurred as the direct result of each **identity fraud occurrence**.

We do not cover:

- a. loss arising out of **business** pursuits of any **insured person**;
- b. expenses incurred due to any fraudulent, dishonest or criminal act by an **insured person** or any person acting in concert with a **insured person**, or by any authorised representative of a **insured person** whether acting alone or in collusion with others; or
- c. loss other than expenses.

These payments are in excess of any other insurance cover in force.

4. Reversal of **damages**

We will pay up to the liability limit shown in **your** schedule for **damages** and assessed costs which have been awarded to **you** or a **family member** but which have not been paid within 3 months of the date of the award for;

- a. accidental **bodily injury**; or
- b. accidental loss or damage to property provided that:
 - i. the **damages** awarded were not in respect of an incident arising out of **your** profession, occupation or **business**;
 - ii. **you** would have been covered by this policy if **you** were in the position of the person **you** are claiming **damages** against; and
 - iii. there is no appeal in progress.

This cover only applies if the **damages** are awarded by a court in the European Union or the United Kingdom.

PART V – LIABILITY

E. EXCLUSIONS

This policy does not provide cover for liability, defence costs or any other cost or expense for:

1. Aircraft

Personal injury or **property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any **aircraft** or the use of unmanned drones that are guided remotely.

2. Business pursuits

Personal injury or **property damage** arising out of an **insured person's** **business** pursuits, investment activity or any activity intended to generate a profit.

However, this exclusion does not apply to voluntary work for an organised and registered charitable, religious or community group.

3. Care, custody or control

Property damage to property owned by, or in the custody, care or control of, an **insured person**.

4. Contractual liability

Personal injury or **property damage** arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

5. Dangerous dogs

We do not cover any loss or damage for which an **insured person** may be held liable in relation to a dog defined as 'dangerous' under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) order 1991 and any amending legislation.

6. Directors' errors or omissions

Personal injury or **property damage** arising out of any **insured person's** acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to **bodily injury** or **property damage** arising out of an **insured person's** actions for a non-profit making corporation or organisation unless another exclusion applies.

7. Discrimination

Personal injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.

8. Financial guarantee

We do not cover any **home** used as an **insured person's** guarantee of financial performance of any organisation, **insured person** or other individual.

9. Intentional acts

Personal injury or **property damage** resulting from any criminal, wilful, intentional or malicious act or omission by an **insured person**. **We** also will not cover claims for acts or omissions of an **insured person** which are intended to result in, or would be expected by a reasonable person to cause, **property damage** or **personal injury**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended.

However, this exclusion does not apply to **bodily injury** if the **insured person** acted with reasonable force to protect any person or property.

10. Insured person

Personal injury to an **insured person** under this policy.

PART V – LIABILITY

11. Mould

Personal injury or **property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **mould**.

However, this exclusion does not apply to **personal injury** or **property damage** arising out of **mould** that is on, or is contained in, a good or product intended for consumption.

12. Motorised land vehicles

Personal injury or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorised land vehicle. This exclusion does not apply to:

- a. golf buggies;
- b. quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the schedule;
- c. garden equipment used for domestic purposes;
- d. a motorised land vehicle laid up at **your residence**; or
- e. a vehicle for use by a disabled person that does not require registration for the road; unless being used for or in connection with racing or time trials.

13. Nuclear hazard

Personal injury or **property damage** caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

14. Professional services

Personal injury or **property damage** arising out of an **insured person's** performing or failure to perform professional services for which any **insured person** is legally responsible or licensed.

15. Sexual molestation or corporal punishment

Personal injury arising out of any actual, alleged or threatened:

- a. sexual molestation, misconduct or harassment;
- b. corporal punishment; or
- c. sexual, physical or mental abuse.

16. Transmittable diseases

Personal injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an **insured person** to anyone. **We** do not cover any **damages** for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

17. War

Bodily injury or **property damage** caused directly or indirectly by war, including the following and any consequence of the following:

- a. undeclared war, civil war, insurrection, rebellion, or revolution;
- b. warlike acts by a military force or military personnel; or
- c. the destruction, seizure or use of property for a military purpose. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

PART V – LIABILITY

18. Watercraft

Personal injury or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any **watercraft** that is twenty-six (26) feet or more in length or twenty five (25) or more horsepower and which is owned by **you** or a **family member** or lent or rented to **you** or a **family member** for longer than thirty (30) days.

19. Wind powered land vehicles

Personal injury or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

20. Wrongful termination

Personal injury arising out of wrongful termination of employment.

21. Liability in the United States of America and Canada

We will not cover **your** liability for accidents and events which happen in the United States of America or Canada if **you** have been in either of those countries for more than 90 days in total during the period of insurance.

22. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

PART VI – FAMILY PLUS LEGAL EXPENSES

Cover is only operative if indicated on **your** policy schedule.

This cover is underwritten by DAS Legal Expenses Insurance Company Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. **DAS** Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274, website: www.das.co.uk.

The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, number 5417859, website: www.daslaw.co.uk.

If **you** wish to speak to **DAS** legal teams about a legal problem, please phone **DAS** on +44 (0)117 934 0523. **DAS** will ask **you** about **your** legal issue and, if necessary, call **you** back to give **you** legal advice. If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, phone **DAS** on +44 (0)117 934 0523 and **DAS** will give **you** a reference number. At this point **DAS** will not be able to tell **you** whether **you** are covered but **DAS** will pass the information **you** have given to the **DAS** claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** has agreed. If **you** do, **DAS** will not pay the costs involved.

The definitions below apply only to Part VI – Family Plus Legal Expenses, and where the same words are defined elsewhere in this policy, these special definitions apply instead.

A. SPECIAL DEFINITIONS IN PART VI (in addition to the policy definitions in Part I – Definitions)

Appointed representative means the **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** will appoint to act for an **insured person** under this section.

Costs and expenses means:

- a. all reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**; and
- b. the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with the agreement of **DAS**.

Countries covered means:

- a. for insured incidents 2 Contract disputes:

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

- b. for insured incident 3 **Bodily injury**:

Worldwide

- c. for all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment means the terms and conditions under which an **appointed representative** will handle a claim, which includes the amount that **DAS** will pay to an **appointed representative**, and which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

PART VI – FAMILY PLUS LEGAL EXPENSES

Date of occurrence means the following:

- a. for civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b. for criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c. for insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Domestic employee means a person employed by **you** in a domestic capacity in **your** main or UK holiday **home**.

Preferred law firm means a law firm or barristers' chambers that **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with the **DAS** agreed service standard levels which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects means that for civil cases the prospects that an **insured person** will recover losses or **damages** (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. **DAS**, or a **preferred law firm** acting on behalf of **DAS**, will assess whether there are **reasonable prospects**.

B. BASIS OF COVER

DAS agree to provide the insurance described in this section of the policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is during the **policy period**;
3. any legal proceedings, or any other proceeding to resolve the insured incident, will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered**; and
4. the insured incident happens within the **countries covered**.

What **DAS** will pay

DAS will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- a. the most **DAS** will pay for all claims, other than insured incidents 9 **Education admissions appeals** and 10 **Planning Application Refusal Appeals**, resulting from one or more event arising at the same time or from the same originating cause is £250,000;
- b. the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same original cause under insured incidents 9 **Education admissions appeals** and 10 **Planning Application Refusal Appeals** is £5,000;
- c. the most **DAS** will pay in **costs and expenses** is no more than the amount they would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time;
- d. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
- e. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **DAS** must agree that **reasonable prospects** exist; and
- f. where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of **damages**, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

PART VI – FAMILY PLUS LEGAL EXPENSES

What **DAS** will not pay

- a. in the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.
- b. the first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

PART VI – FAMILY PLUS LEGAL EXPENSES

C. INSURED INCIDENTS

For advice and to make a claim call +44 (0)117 934 0523.

What is covered Please also refer to Section B. Basis of Cover	What is not covered Please also refer to Exclusions
<p>1 Employment disputes</p> <p>a. a dispute relating to your contract of employment.</p> <p>b. a dispute with:</p> <p>i. a domestic employee or ex-domestic employee or a trade union acting on behalf of a domestic employee or ex-domestic employee relating to a contract of employment with you; or</p> <p>ii. a domestic employee or ex-domestic employee arising from an alleged breach of their statutory rights under employment legislation.</p>	<p>A claim relating to the following:</p> <p>a. employer’s disciplinary hearings or internal grievance procedures;</p> <p>b. any claim relating solely to bodily injury (please refer to insured incident 3 Bodily injury);</p> <p>c. a settlement agreement while you are still employed;</p> <p>d. any employment dispute where the cause of action arises within the first 90 days of the start of this section of the policy;</p> <p>e. any dispute with a domestic employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the start date of this section of the policy if the date of occurrence was within the first 180 days of the start of this section of the policy and this dispute relates directly to the same matter(s) which gave rise to that warning; or</p> <p>f. any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.</p>
<p>2 Contract disputes</p> <p>A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:</p> <p>a. buying or hiring in goods or services; or</p> <p>b. selling goods.</p> <p>Please note that:</p> <p>i. you must have entered into the agreement or alleged agreement during the period of insurance, and</p> <p>ii. the amount in dispute must be more than £250 (including VAT).</p>	<p>A claim relating to the following:</p> <p>a. the settlement payable under an insurance policy (DAS will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim)</p> <p>b. a dispute arising from a loan, mortgage pension, investment or borrowing</p> <p>c. a dispute over the sale, purchase, terms of lease, license, or tenancy of land or buildings. However, DAS will cover a dispute with a professional advisor in connection with these matters.</p>

PART VI – FAMILY PLUS LEGAL EXPENSES

What is covered Please also refer to Section B. Basis of Cover	What is not covered Please also refer to Exclusions
<p>3 Bodily injury</p> <p>A specific or sudden accident that causes your death or bodily injury to you.</p> <p><i>Please note that DAS will not defend your legal rights but they will cover defending a counter-claim.</i></p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a. illness or bodily injury that happens gradually; b. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you; c. clinical negligence (please refer to insured incident 4 Clinical negligence).
<p>4 Clinical negligence</p> <p>An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a. the failure or alleged failure to correctly diagnose your condition; or b. psychological injury or mental illness that is not associated with you having suffered physical bodily injury.
<p>5 Property protection</p> <p>A civil dispute relating to personal possessions or property you own, or are responsible for (limited to your main and UK holiday home) following:</p> <ul style="list-style-type: none"> a. an event which causes physical damage to such property but the amount in dispute must be more than £250; <p><i>Please note that DAS will not defend your legal rights but they will cover defending a counter-claim.</i></p> <ul style="list-style-type: none"> b. a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it); or c. a trespass. <p>Please note that you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.</p>	<ul style="list-style-type: none"> a. a claim relating to the following: <ul style="list-style-type: none"> i. a contract you have entered into; ii. any building or land except your main or UK holiday home; iii. someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority; iv. work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage; v. mining subsidence; vi. adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession); or vii. the enforcement of a covenant by or against you. b. the first £250 of any claim for legal nuisance or trespass. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has reasonable prospects). If you do not pay this amount the cover for your claim could be withdrawn.

PART VI – FAMILY PLUS LEGAL EXPENSES

What is covered Please also refer to Section B. Basis of Cover	What is not covered Please also refer to Exclusions
<p>6 Tax protection</p> <p>A comprehensive examination by HM Revenue & Customs that considers all areas of your self assessment tax return, but not enquiries limited to one or more specific area.</p>	<p>a. any claim if you are self employed, or a sole trader, or in a business partnership.</p> <p>b. an investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.</p>
<p>7 Jury service and court attendance</p> <p>Your absence from work:</p> <p>a. to attend any court or tribunal at the request of the appointed representative</p> <p>b. to perform jury service</p> <p>The maximum DAS will pay is your net salary or wages for the time that you are absent from work less any amount the court gives you.</p>	<p>Any claim if you are unable to prove your loss.</p>
<p>8 Legal defence</p> <p>Costs and expenses to defend your legal rights:</p> <p>a. if an event arising from your work as an employee leads to</p> <ol style="list-style-type: none"> i. you being prosecuted in a court of criminal jurisdiction ii. civil action being taken against you under <ul style="list-style-type: none"> • discrimination legislation • data protection legislation <p>b. if an event leads to you being prosecuted for an offence connected with the use or driving of a motor vehicle.</p>	<p>A claim relating to the following:</p> <p>a. parking or obstruction offences; or</p> <p>b. you driving a motor vehicle for which you do not have valid motor insurance.</p> <p>c. any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data</p>
<p>9 Education admissions appeals</p> <p>Costs and expenses for your legal rights in an appeal against a refusal to admit your child to their chosen educational establishment.</p> <p>Provided that the process for appealing against the refusal at the educational establishment is followed. DAS will not pay more than £5,000 for any claim.</p>	<p>A claim where the child has been expelled, suspended or permanently excluded from another school.</p>
<p>10 Planning Application Refusal Appeals</p> <p>Costs and expenses to defend your legal rights following the refusal by the Local Planning Authority to grant planning permission following your request for planning approval. DAS will not pay more than £5,000 for any claim.</p>	<p>a. any claim where you have not taken all reasonable steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting your application.</p> <p>b. any claim where you have not exhausted every alternative option to secure planning approval prior to launching a planning application appeal.</p> <p>c. any planning applications you make which are not for land you already own at the address shown in your policy schedule.</p>

PART VI – FAMILY PLUS LEGAL EXPENSES

D. HELPLINES AND ONLINE LAW GUIDE

You can contact **DAS's** UK-based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call **you** back depending on **your** enquiry. To help **DAS** check and improve service standards, **DAS** may record all calls. When phoning, please tell **DAS** **you** are an Azur Private Client Group Europe policyholder.

1. Legal advice service

DAS provide confidential advice over the telephone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, European Union countries, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

2. Tax advice service

DAS offer confidential advice over the telephone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

3. Health and medical information service

DAS will give **you** information over the telephone on general health issues and advice on a wide variety of medical matters. **DAS** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

To contact the above services, phone **DAS** on: +44 (0)117 934 0523.

4. Counselling service

DAS will provide **you** with a confidential counselling service over the telephone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **DAS** refer **you**.

This helpline is open 24 hours a day, seven days a week.

To contact the above service, telephone **DAS** on: +44 (0)117 934 2121.

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

5. Online Law Guide and Document Drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on **DAS's** website, www.dashouseholdlaw.co.uk. **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

E. EXCLUSIONS

The following exclusions apply to Part VI – Family Plus Legal Expenses section of **your** policy:

DAS will not pay for the following:

1. Late reported claims

A claim where **you** have failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.

2. Costs **DAS** have not agreed

Costs and expenses incurred before **DAS's** written acceptance of a claim.

PART VI – FAMILY PLUS LEGAL EXPENSES

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4. Legal action **DAS** have not agreed

Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.

5. Defamation

Any claim relating to written or verbal remarks that damage **your** reputation.

6. Dispute

A dispute with **DAS** not otherwise dealt with under Section F8 or with American International Group UK Limited or Azur Underwriting Ltd.

7. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Nuclear, **war** and **terrorism** risks

A claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. **war**, invasion, act of foreign enemies, hostilities (whether **war** is declared or not), civil **war**, rebellion, revolution, military force or coup, or any other act of **terrorism** or alleged act of **terrorism** as defined in the Terrorism Act 2000;
- d. pressure waves caused by **aircraft** or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in person

Any claims where **you** are not represented by a law firm, barrister or tax expert.

F. CONDITIONS

The following conditions apply to this section of the policy in addition to the General Conditions listed in Part VII.

1. Compliance with the policy terms

An **insured person** must:

- a. comply with the terms and conditions of this section;
- b. take reasonable steps to avoid and prevent claims;
- c. take reasonable steps to avoid incurring unnecessary costs;
- d. send everything **DAS** asks for, in writing; and
- e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.

2. An **insured person's** legal representation

- a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. The **appointed representative** will try to settle the **insured person's** claim by negotiation without having to go to court.
- b. If the **appointed representative** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued, or if there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.

PART VI – FAMILY PLUS LEGAL EXPENSES

- c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **DAS** will give the **insured person's** chosen law firm the opportunity to act on the same terms as a **preferred law firm**. However if the firm refuses to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

3. An **insured person's** responsibilities

- a. An **insured person** must co-operate fully with **DAS** and with the **appointed representative**.
- b. An **insured person** must pass on to the **appointed representative** any instructions on behalf of **DAS**.

4. Offers to settle a claim

- a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without the written consent of **DAS**.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c. **DAS** may decide to pay an **insured person** the reasonable value of their claim, instead of starting or continuing legal proceedings. In these circumstances, the **insured person** must allow **DAS** to take over and pursue or settle any claim in their name. The **insured person** must also allow **DAS** to pursue at its own expense and for its own benefit, any claim for compensation against any other person and the **insured person** must give **DAS** all the information and help it needs to do so.

5. Assessing and recovering costs

- a. If **DAS** requests, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
- b. An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** has to pay and must pay **DAS** any amounts that are recovered.

6. Cancelling an **appointed representative's** appointment

If an **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agrees to appoint another **appointed representative**.

7. Withdrawing cover

If an **insured person** settles or withdraws a claim without **DAS's** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses** **DAS** have paid.

8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **DAS's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

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9. Expert opinion

DAS may require the **insured person** to obtain, at their own expense, an opinion from an expert that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover **damages** (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

10. Fraudulent claims

DAS will, at its discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:

- a. a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

11. Other insurance

If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay its share of the claim even if the other insurer refuses the claim.

12. Applicable law

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

G. DATA PROTECTION

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk.

PART VI – FAMILY PLUS LEGAL EXPENSES

HOW WE WILL USE YOUR INFORMATION

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the personal information to perform our obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in our legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** no longer want **us** to use the personal data, please contact us at dataprotection@das.co.uk

WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via email: dataprotection@das.co.uk

PART VI – FAMILY PLUS LEGAL EXPENSES

HOW TO MAKE A COMPLAINT?

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

PART VII – GENERAL CONDITIONS

We will not be liable to pay any claim under this insurance unless **you** and any **insured person** comply with all the requirements in the following conditions.

1. Works to **your home**

You must notify **us** of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to **your home** and/or **other permanent structures** with a value that exceeds £50,000 and/or necessitates **you** vacating the **home** and/or the **home** not being adequately furnished to be lived in normally. In the event that **you** do not notify **us** accordingly **we** reserve all **our** rights under the policy to charge **you** an additional premium, refuse to cover any loss relating to the renovation, restoration, construction, building work or decoration to **your home** and or **other permanent structures**, or terminate the policy. If the payment basis is guaranteed rebuilding cost, this extension of cover shall be suspended until works are complete and **we** agree to reinstate this cover.

2. Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by **us** without **our** written consent.

3. Bankruptcy or death

An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. However, an **insured person** must notify **us** immediately upon filing or service of legal documents initiating any such proceedings. Further, if the **insured person** dies or becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

4. Disclosure of information

You must take reasonable care to make sure that all facts and information provided to **us** when taking out, renewing, or requesting changes to the cover provided by the policy, are accurate and complete

Please tell **your** insurance advisor as soon as reasonably practicable to let **us** know if there are any changes to the information set out in the application form/or statement of fact or on **your** schedule. **You** must also tell **your** insurance advisor as soon as reasonably practicable to let **us** know about the following changes:

- a. any change to the people insured or to be insured;
- b. any intended alteration to, extension to or renovation of **your** property unless the value of the works is under £50,000
- c. if **your** property is to be lent, let or sublet;
- d. any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;
- e. if **your** property is used for **business** purposes other than occasional clerical work;
- f. if **your** property is to be **unoccupied** for any continuous period that exceeds 60 days;
- g. if any member of **your** household or any person to be insured on this policy is charged with or convicted of a criminal offence (this does not include motoring offences).

If **you** fail to exercise reasonable care, **we** will treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be) if **you**:

- a. deliberately or recklessly gave **us** inaccurate or incomplete information; or
- b. did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have covered **you** at all, had **we** known about such information. **We** will return the premium provided that **you** did not deliberately or recklessly provide **us** with inaccurate or incomplete information.

In all other cases, **we** may refuse to pay all or part of a claim, depending on what **we** would have done if **you** had taken reasonable care to provide **us** with accurate and complete information. If **we** would have insured **you** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms.

PART VII – GENERAL CONDITIONS

In such circumstances, **we** will only pay a claim if the claim would have been covered by a policy containing such terms. If **we** would have provided **you** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If this policy covers more than one **insured person** and an **insured person** fails to comply with this condition, **we** may rely on **our** rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other insured persons unaffected.

5. Concealment or fraud

Your ability to make a claim may be prejudiced if, whether before or after a loss **you**:

- a. intentionally concealed or misrepresented any statement of fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

Fraudulent claims:

If **you** make a fraudulent claim under this policy, **we**:

- a. may not be liable to pay any part of the claim;
- b. may recover from **you** any sums already paid to or on behalf of **you** in respect of the claim; and
- c. may, by notice to **you**, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case **we** are not liable for any **occurrence** occurring after that date and are entitled to receive and retain the full premium.

4. Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us, our** parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

5. Construction, severability and conformance to statute

- a. if any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy.
- b. if any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

6. Cancellation period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **us** at

Private Client Group
Azur
4 Christopher Street
London
EC2A 2BS

within 15 days of the cover starting or the day on which **you** receive the policy and schedule, whichever is later, notifying **us** of **your** intention to cancel.

PART VII – GENERAL CONDITIONS

We will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 15 days. Please contact **your** issuing broker/agent where a refund is due.

If the premium is paid by direct debit, in the event of cancellation, **you** must ensure the relevant bank or building society is instructed to stop making payments.

7. Currency

Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in the schedule at the AIG corporate exchange rate applicable at the date of the claim / incident. Details of the applicable exchange rate are available upon request.

8. Law

Unless the schedule provides to the contrary, this contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** reside in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

9. Liberalisation

If **we** broaden the cover provided by this policy without an additional premium charge, the changes will automatically apply to **your** policy.

10. Maintenance

You must maintain **your home** in a good state of repair.

11. Other insurance

If a loss covered by this policy would be covered under another insurance if this policy did not exist, **we** would only be liable for the amount exceeding the cover available under that other insurance up to the limit of liability that applies under this policy.

12. **Our** cancellation

We may cancel **your** policy by giving **you** 14 days written notice of such cancellation where **we** have serious grounds for doing so, including any failure by **you** to pay the premium (or any instalment of premium) or to comply with the Part VII – General Conditions under **your** policy which cannot be remedied. This notice will be posted to **you** at the last mailing address shown on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

If **you** fail to comply with the Part VII – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

13. Recovery from third parties

If **you** or an **insured person** has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us** following, and to the extent of, **our** payment under this policy. **You** or an **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an **insured person** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

PART VII – GENERAL CONDITIONS

14. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

15. Sum insured adequacy

You must keep the sums insured at a level which represents the full value of the property. Full value should represent:

- a. for the **home** and **other permanent structures** – the full rebuilding cost including removal of debris and professional fees;
- b. for **contents** and personal possessions – the replacement cost as new; and
- c. for **collections** – the current **market value**.

If **you** do not do this it may prejudice the settlement of any claim being made in full.

16. **Your** cancellation

You may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium **you** have paid for the period of insurance left.

17. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period** as per the terms contained in the annual renewal notice unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

If **you** usually pay **your** premium to **your** broker, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 10 days before the end of the **policy period** as stated in the schedule.

We will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

18. **Unoccupied** homes security and heating

If the **home** is to be left **unoccupied** for more than 60 consecutive days the following conditions apply.

a. **You** must:

- i. maintain the security precautions at the **home** as stated in **your** statement of fact document;
- ii. advise **us** before changes to the security at the **home** are made; and
- iii. put all the security precautions into operation whenever the **home** is left **unoccupied**.

b. During the period from the 1st November to 1st April of every year **we** will not pay a claim for escape of water and/or oil or freezing water, unless:

- i. central heating is installed and in operation to maintain at all times a minimum of 15 degrees celsius or the water is turned off at the mains and the water system is drained; and
- ii. the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **home**.

PART VII – GENERAL CONDITIONS

- c. **We** will not pay any claim caused by theft or attempted theft, loss or damage in respect of **jewellery**, watches, furs, gold or silver articles (including plate) from the **home**.

19. Losses not covered by this policy

If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover the payments from **you** or the person who is liable.

20. Payment of premium

You must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

PART VIII – COMPLAINTS AND COMPENSATION

At Azur **we** welcome **your** feedback as it helps **us** provide a better service for **you**. If **you** have any comments or want to make a formal complaint, please visit **our** website at one of the links below, complete the form and send the email. Alternatively phone **us** or write to **us** using the appropriate contact details below. For Part VI Family Plus Legal Expenses Complaints please see separate contact details.

CLAIMS RELATED COMPLAINTS

Claims Manager
Private Client Group
Azur
4 Christopher Street
London
EC2A 2BS

Telephone: +44 (0)20 3319 8999
Email: complaints@azuruw.com
Online: www.azuruw.com/contact-us/complaints

ALL OTHER COMPLAINTS

Customer Relations
Private Client Group
Azur
4 Christopher Street
London
EC2A 2BS

Telephone: +44 (0)20 3319 8907
Email: complaints@azuruw.com
Online: www.azuruw.com/contact-us/complaints

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

We will acknowledge complaints within 3 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

PART VI FAMILY PLUS LEGAL EXPENSES COMPLAINTS

DAS Legal Expenses Insurance Company Limited ('**DAS**') always aims to give you a high quality service. If **you** think **DAS** has let **you** down, **you** can contact **DAS** by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- completing **DAS's** online complaint form at www.das.co.uk/about-das/complaints

Further details of **DAS's** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **DAS** has been unable to respond to **your** complaint within 8 weeks, **you** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.

PART VIII – COMPLAINTS AND COMPENSATION

ONLINE DISPUTE RESOLUTION

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

Following this complaint procedure does not affect **your** right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Your insurance is covered by the FSCS. If **our** insurers are unable to meet their financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk and on 020 7741 4100, or 0800 678 1100.

For more information,
please contact us at:

Azur Underwriting Limited
4 Christopher Street
London
EC2A 2BS

Telephone:
+44 (0)20 3319 8888

www.azuruw.com

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