

## Art and Private Client – Endorsement

### **IMPORTANT NOTICE: CHANGES TO YOUR POLICY DUE TO BREXIT**

As a result of the likely departure of the United Kingdom from the European Union (Brexit), **we** have had to make some changes to how **our** policies are underwritten from 1<sup>st</sup> January 2019.

**Please note that the changes referred to in this notice do not affect the cover provided under the policy.**

Previously **our** policies were underwritten by Hiscox Underwriting Ltd (HUL) as an intermediary on behalf of the insurers shown in the schedule. Most sections of the policies were insured by Hiscox Insurance Company Limited (HIC), although some sections were insured by other insurers, as detailed on the schedule.

As a result of Brexit, sections of **our** policies that were previously insured by HIC are now insured by Hiscox SA (HSA) directly. HUL will no longer act as intermediary. HSA is an insurance company in the Hiscox group, domiciled and regulated in Luxembourg.

As a result of the change of insurer from HIC to HSA, **we** have had to make a number of changes to the way in which **our** policies are administered, including how complaints are dealt with.

In order to reflect these changes, the following amendments are made to **your policy**, including the schedule:

	<b>Amended to read:</b>
References to Hiscox Insurance Company Limited:	Hiscox SA
Address:	Hiscox SA registered head office: Avenue John F. Kennedy 35F 1855 Luxembourg LUXEMBOURG  Local branch office: Hiscox SA (Irish branch) The Observatory 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND  Website: <a href="https://Hiscox.ie">https://Hiscox.ie</a>
Company number:	Hiscox SA: Registered in Luxembourg with Trade and Company Register Luxembourg (RCS Luxembourg): registration number B217018  Hiscox SA (Irish branch): Registered in Republic of Ireland with Companies Registration Office: company number 908764
Regulator:	Hiscox SA is subject to the supervision of the Commissariat aux Assurances Local branch regulator: Central Bank of Ireland
Signatory:	Richard O'Dwyer Managing Director, Hiscox SA (Irish branch)
Contact number and email address for Customer Relations	<u>Customer relations:</u> <a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a> +353 1 238 1810
Contact numbers and email addresses for Claims	<u>Private Client claims</u> <a href="mailto:privateclientclaims.ireland@hiscox.com">privateclientclaims.ireland@hiscox.com</a> +353 1 238 1814
Complaints:	Customer Relations Hiscox SA (Irish branch) The Observatory

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	<p>7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND</p> <p>or by telephone on +353 1 238 1810 or +353 1800 901 903 (free toll number), or by email at <a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a>.</p>
Complaints (regulator):	<p>If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.</p> <p>The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.</p> <p>Contact details: Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin DO2 VH29</p> <p>Phone: +353 1 567 7000 Email: <a href="mailto:info@fspoi.ie">info@fspoi.ie</a> Web: <a href="http://www.fspoi.ie">www.fspoi.ie</a></p> <p>If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.</p> <p>Alternatively, you can also contact:</p> <p>Commissariat aux Assurances 7, boulevard Joseph II L-1840 Luxembourg LUXEMBOURG e-mail: <a href="mailto:caa@caa.lu">caa@caa.lu</a></p> <p>Insurance Ombudsman ACA, 12, rue Erasme, L - 1468 Luxembourg LUXEMBOURG Phone: +352 44 21 44 1 Fax: +352 44-02-89 e-mail: <a href="mailto:mediateur@aca.lu">mediateur@aca.lu</a></p>
In addition, any references to Hiscox Underwriting Ltd in <b>your policy</b> are removed.	

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Hiscox 606 Insurance  
Policy wording







## Contents

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## General terms and conditions

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### Introduction

**Thank you for choosing to insure with Hiscox.** Please read this wording, together with any endorsements and the schedule, very carefully.

If anything is not correct, please tell us or your broker as soon as possible.

**We always try to deliver the highest standards of service.** Your views are important to us, so if you feel that our service is below the standard you would expect from Hiscox, please contact us on the phone number shown in your schedule.

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### General definitions

Words shown in bold type have the same meaning throughout this **policy** and are defined below. Any extra definitions are shown in the section to which they apply.

#### Act of terrorism

An act, including using or threatening to use force or violence, which:

1. is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
2. is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

#### Amount insured

The most **we** will pay as shown in the **schedule**.

#### Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

#### European Union

The countries within the European Union, the **United Kingdom** and Gibraltar.

#### Excess

The amount **you** are required to pay as the first part of each agreed claim.

#### Period of insurance

The time for which this **policy** is in force as shown in **your schedule**.

#### Policy

This insurance document and the **schedule**, including any **endorsements**.

#### Schedule

The document showing **your** name, **your** address and **your** insurance details that **we** sent **you** when **we** accepted this insurance or following any subsequent amendment to **your** cover, whichever is the more recent.

#### United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.

#### We/us/our

The insurer named in the **schedule** in respect of each section of the **policy**.

#### You/your

The policyholder named in the **schedule** and anyone else identified as 'you/your' in the Special definitions of any section of this **policy**.

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### Our promise to you

**We** will:

1. cover **you** in accordance with the terms and conditions of this **policy** in return for the premium **you** pay; and
2. pay covered claims as quickly and efficiently as possible.

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### Your promise to us

**You** must:

1. take care when providing any information **we** ask for and ensure that it is true, accurate and complete. Tell **us** or **your** broker if this information changes. If **you** are in any doubt, please talk to **us** or **your** broker. **We** will tell **you** if a change in information affects **your** insurance; and

2. comply with the terms and conditions of this **policy**, including the terms of each section. If **you** do not, it may affect the validity of the **policy**, **our** ability to pay a claim or the amount **we** pay in respect of a claim.

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## How to make a claim

In order for **us** to deal with **your** claim **you** must:

1. tell **us** or **your** broker as soon as possible if something has happened which may result in a claim. If a crime has been committed, **you** must also tell the police as soon as possible;
2. not admit responsibility or make any offer of payment without **our** prior agreement;
3. send any correspondence regarding a claim to **us** or **your** broker if **you** have one, as soon as **you** can;
4. give **us** all the co-operation **we** need to investigate and resolve **your** claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents **we** may reasonably require;
5. allow **us** to take over and deal with the defence or settlement of any claim in **your** name, if **you** are being held responsible for causing an injury or damage to property; and
6. allow **us** to start recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment we have suffered as a result of **your** failure to comply with these obligations.

**You** must also comply with any other conditions contained within the specific sections of the **policy**.

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## Information you have given us

- |  |  |
|--|--|
| Reasonable care                              | 1. The information <b>you</b> give to <b>us</b> is important as <b>we</b> use this in setting the terms and premium for the <b>policy</b> . <b>You</b> must take reasonable care not to give <b>us</b> information that is untrue, incomplete or inaccurate.   |
| Deliberately or recklessly given information | 2. Occasionally, <b>we</b> are deliberately or recklessly given false information. If this happens <b>we</b> will treat this <b>policy</b> as if it never existed and refuse all claims. <b>You</b> must repay any payments already made by <b>us</b> under the <b>policy</b> and <b>we</b> will not return the premium to <b>you</b> .  |
| Carelessly given information                 | 3. If <b>you</b> acted carelessly when giving <b>us</b> <b>your</b> information, several things could happen: <ol style="list-style-type: none"><li>a. if <b>we</b> provided insurance cover that <b>we</b> would not otherwise have offered, <b>we</b> will treat this insurance as if it had never existed. If this happens, <b>we</b> will give <b>you</b> back <b>your</b> premium and <b>you</b> must repay any payments already made by <b>us</b> under the <b>policy</b>;</li><li>b. if <b>we</b> would have insured <b>you</b> on different terms, <b>we</b> will amend this <b>policy</b> retrospectively and apply these amended terms to all claims under the <b>policy</b>, including any claims <b>you</b> have already made; or</li><li>c. if <b>we</b> would have charged <b>you</b> more premium if <b>you</b> had provided accurate information, <b>you</b> must pay <b>us</b> the difference between the premium <b>we</b> actually charged and the premium <b>we</b> would have charged. <b>We</b> may deduct this amount from any claim payment.</li></ol> |

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## Your obligations

**You** must:

1. always try to prevent accident or injury and protect **your** property against loss or damage;
2. keep **your** property in good condition and repair; and
3. arrange for urgent repairs to be undertaken as soon as possible, if such repairs are needed to prevent further damage.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

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## General conditions

- Governing law 1. Unless agreed otherwise in writing, this **policy** is governed by the law, and any disputes in relation to the **policy** will be dealt with in the courts, of the country within the **United Kingdom** in which **your** main residence is situated. If **your** main residence is not in the **United Kingdom**, the law and courts of England and Wales will apply.
- The most we will pay 2. When a claim is made, **we** will only ever pay up to the relevant **amount insured**.
- Multiple insureds 3. If more than one person is entitled to cover under the **policy**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one such person. Unless **you** have advised **us** otherwise, **we** will pay each person named in the **schedule** their respective share of such claim.
- Fraudulent claims 4. If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:  
a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;  
b. tell **you** that **we** are terminating **your policy** and back-date the termination to the date of the fraud, dishonesty or exaggeration;  
c. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and  
d. not return any premium.  
If **we** have paid any claims after the date of any fraud, dishonesty or exaggeration, **you** must pay **us** back.
- Third parties 5. No third party will have any right, or be able to enforce any term of this **policy**, under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act.
- Cooling-off 6. a. If for any reason **you** feel that this **policy** is not right for **you**, **you** can cancel the **policy** within 15 days of insuring with **us**. If **you** have not made a claim, **we** will return **your** premium in full.
- Cancellation by you b. **You** can cancel the **policy** by notifying **us** at any time. If **you** cancel after the first 15 days and have not made a claim, **we** will return a pro-rata proportion of **your** premium.  
**We** will never charge **you** a fee for cancelling the **policy**.
- Cancellation by us 7. a. **We** may cancel this **policy**, but **we** will only do so for a valid reason and only after giving **you** at least 30 days' notice, which will be sent by recorded post to the correspondence address shown in **your schedule**.  
This does not apply to the Motor physical damage or Motor third-party liability sections of the **policy**, where applicable.  
b. If **we** cover **you** under the Motor physical damage or Motor third-party liability sections of the **policy**, **we** may cancel those sections by giving **you** 14 days' notice, which will be sent by recorded post to the correspondence address shown in **your schedule**.  
If **we** cancel the **policy** or any section of the **policy** for any reason, **we** will return a pro-rata proportion of **your** premium, provided **you** have not made a claim.
- Premium instalments 8. If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 15 days after the due date, **we** may cancel the **policy**. **We** will contact **you** before **we** cancel **your policy** in order to give **you** the opportunity to pay any premium due to **us**. If the **policy** is cancelled, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Renewal 9. **We** will write to **you** or **your** broker if **you** have one, at least 21 days in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your policy**. The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance

which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically, **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your policy**.

- |                               |   |
|-------------------------------|---|
| Premium payment               | <p>10. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium due to <b>us</b>.</p> <p>If <b>you</b> make a claim under the <b>policy</b>, <b>we</b> will keep the premium that is due to <b>us</b>. If <b>you</b> pay <b>your</b> premium by instalment <b>we</b> will ask <b>you</b> to either continue paying <b>your</b> premium by instalment or <b>we</b> may deduct any outstanding instalment from any claim payment <b>we</b> have agreed to make.</p> |
| Cover under multiple sections | <p>11. Where <b>you</b>, or anyone else entitled to cover under the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>  |

## What is not covered

The following exclusions apply to the whole of **your policy**. There are more specific exclusions which are shown in the sections to which they apply.

**We** do not cover any claim, loss, damage or liability:

- |                           |   |
|---------------------------|---|
| Deliberate acts           | 1. arising out of a deliberate or dishonest act by <b>you</b> or anyone acting on <b>your</b> behalf.   |
| Terrorism                 | <p>2. directly or indirectly due to:</p> <p>a. biological or chemical contamination; or</p> <p>b. any failure in the supply of gas, water, electricity or phone service to <b>your home</b>; which is caused by an <b>act of terrorism</b>.</p> |
| Nuclear and radiation     | 3. directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.  |
| War                       | 4. directly or indirectly due to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.  |
| Confiscation by authority | 5. directly or indirectly due to <b>your</b> property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.  |
| Other insurance           | 6. that would be covered under another insurance if this <b>policy</b> did not exist. However, <b>we</b> will pay the amount exceeding the cover available under that other insurance.  |
| Computer error and virus  | 7. directly or indirectly due to the loss or distortion of information resulting from computer error or malfunction or computer virus.  |

## Claims promise

**We** pride ourselves on offering a service that is fast, efficient and helpful. Please let **us** know if **we** do not pay **your** claim within four working days after receiving **your** acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up-to-date.

**We** can only keep this promise if **your** bank is in the **United Kingdom** and if **you** give **us** **your** bank details at the time **you** accept **our** offer. **We** can then transfer the money into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

## Your home and personal possessions

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**Your schedule** will show an amount or use the word 'covered' to indicate if **your building, outbuildings and other structures, contents, art and collections** and **jewellery, watches and valuable items** are covered by this section of the **policy**.

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

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### Special definitions for this section

#### Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability all of which belong to **you** or for which **you** are legally responsible, including:

1. furniture;
2. paintings, drawings, etchings, prints and photographs;
3. tapestries and rugs;
4. manuscripts;
5. porcelain and sculptures;
6. stamps or coins;
7. gold, silver and gold and silver plated items;
8. clocks and barometers;
9. books;
10. wine;
11. dolls and toys;
12. memorabilia;
13. medals and militaria;
14. furs and guns.

**We** do not include **jewellery, watches and valuable items** and any items which are business property within this definition.

#### Building

The principal structure at each address shown in **your schedule**, and the following items within the grounds of **your home** at the same address:

1. items that are fixed to and form part of such structure;
2. domestic fixed fuel tanks;
3. solar panels attached to such structure and used for domestic purposes;
4. underground service pipes, cables, drains and sewers that are attached to such structure; and
5. walls, gates, hedges, fences, paths, terraces, driveways and patios
  - a. that are attached to or immediately servicing such structure; or
  - b. that are shared with **outbuildings and other structures**;

which belong to **you** or for which **you** are legally responsible.

**We** do not include within this definition any **outbuildings and other structures** or any structure, or part of a structure, used for any business activity other than clerical and administrative work or **incidental farming** carried out by **you** or on **your** behalf at **your home**.

<b>Contents</b>	<p>Household goods, clothing and personal property, all of which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>We</b> do not include within this definition:</p> <ol style="list-style-type: none"> <li>1. <b>money</b> or bank cards;</li> <li>2. more than the <b>amount insured</b> for <b>art and collections</b> as stated in the Contents section of <b>your schedule</b>;</li> <li>3. more than the <b>amount insured</b> for <b>jewellery, watches and valuable items</b> as stated in the Contents section of <b>your schedule</b>; or</li> <li>4. any item used for any business activity, other than office furniture, equipment and supplies used in the <b>home</b>.</li> </ol>
<b>Domestic employee</b>	<p>Any person working for <b>you</b> in connection with domestic duties or <b>incidental farming</b> duties who is:</p> <ol style="list-style-type: none"> <li>1. employed by <b>you</b> under a contract of service; or</li> <li>2. self-employed and working on a labour-only basis under <b>your</b> control or supervision.</li> </ol>
<b>Drone</b>	<p>Any remotely controlled unmanned aerial vehicle which is not used for commercial purposes and which belongs to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>We</b> do not include within this definition any unmanned aerial vehicle that exceeds seven kilograms in weight or such other weight stipulated by the Air Navigation Order 2009, or similar or successor legislation, as constituting a small unmanned aircraft.</p>
<b>Heave</b>	<p>The upward movement of the ground beneath the <b>building</b> or <b>outbuildings and other structures</b> as a result of the expansion or swelling of the subsoil.</p>
<b>Home</b>	<p>The private residence at the address shown in <b>your schedule</b> including the <b>building</b> and the <b>outbuildings and other structures</b> at the same address, but not the <b>personal possessions</b>.</p>
<b>Incidental farming</b>	<p>Farming, including livery (looking after horses), carried out by <b>you</b> on a part-time basis at the address shown in the <b>schedule</b>, as long as any people <b>you</b> employ for this purpose do not work more than 1,000 hours between them during the <b>period of insurance</b>.</p>
<b>Jewellery, watches and valuable items</b>	<p>Jewellery, watches, gemstones, krugerrand, gold bullion or precious metals held as commodities which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p>
<b>Landslip</b>	<p>Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.</p>
<b>Money</b>	<p>Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings stamps and certificates, premium bonds or other negotiable documents.</p>
<b>Normal settlement</b>	<p>The downward movement of the ground beneath the <b>building</b> or <b>outbuildings and other structures</b> as a result of the soil being compressed by the weight of such structure.</p>
<b>Outbuildings and other structures</b>	<p>Any permanent structure within the grounds of <b>your home</b> which is not attached to the <b>building</b> and which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"> <li>1. those structures other than the <b>building</b> used for domestic, clerical and administrative or <b>incidental farming</b> purposes;</li> <li>2. greenhouses;</li> <li>3. garages used for domestic purposes;</li> <li>4. swimming pools;</li> <li>5. wind turbines used for domestic purposes;</li> <li>6. hard tennis courts; and</li> <li>7. all terraces, patios, driveways, footpaths, walls, gates, hedges and fences connected to such structure, other than those shared with the <b>building</b>.</li> </ol>

**We** do not include within this definition, any structure or part of a structure used for any business activity other than clerical and administrative work or **incidental farming** carried out by **you** or on **your** behalf at **your home**.

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

## What is covered

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

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

**We** will also pay the cost to make good any damage caused by the above work.

The leak must happen during the **period of insurance**.

Buying a new home

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

The other additional covers do not apply to this cover.

Building works

**We** will cover the building works, materials and supplies for use on any work to extend, renovate or build **your home** against physical loss or physical damage which happens during the **period of insurance**. **We** will only cover such works, materials and supplies which belong to **you** or for which **you** are legally responsible while located within the grounds of **your home**.

**You** must tell **us** if the estimated or quoted value of the above building work is more than £100,000 at least 30 days before the work starts and before **you** enter into any contract for the works.

If the value of **your** building work is more than £100,000 several things could happen.

**We** may:

1. amend the terms of this **policy**;
2. cancel **your policy** in accordance with the cancellation condition; or
3. require **you** to pay more for **your** cover.

If **you** do not tell **us** of the above building work and **we** provided insurance cover that **we** would not otherwise have offered, in addition to 1. to 3. above, **we** may:

1. amend the cover retrospectively and apply these amended terms to all claims under the **policy**; and
2. treat the **policy** as if it had been cancelled by **us** in accordance with the cancellation condition on the date **you** should have told **us** about the works, if **we** can demonstrate that **we** would have cancelled the **policy** when **we** were told about the works.

If this happens, **we** will give **you** back any premium **you** have paid for any period after the effective date of cancellation and **you** must repay any payments made by **us** under the **policy** relating to any loss or damage after that date.

If **we** do any of the above **we** will write to **you** explaining why this is happening.

**We** will not pay for loss or damage if **you** have waived **our** right to take proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** would have made under this **policy**.

Carpets, curtains and appliances

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

Domestic utility expenses

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

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

Emergency access

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

Environmental upgrades	<p>If <b>we</b> have agreed to pay <b>your claim</b> for physical loss or physical damage under this section and as part of the agreed repair costs <b>you</b> decide to install a solar, wind or geothermal power generating system to <b>your home</b>, <b>we</b> will pay towards the cost of installing such a system.</p> <p><b>We</b> will only do this if:</p> <ol style="list-style-type: none"> <li>1. the heating system at the <b>home</b> is physically damaged and such damage is part of the loss or damage <b>we</b> have agreed to pay under this section;</li> <li>2. the covered loss <b>we</b> have agreed to pay is more than £10,000; and</li> <li>3. at the time of loss, there is no solar, wind or geothermal power generating system installed at <b>your home</b>.</li> </ol>
Fly tipping	<p><b>We</b> will pay towards the reasonable and necessary costs incurred by <b>you</b> in removing rubbish and waste material which has been deposited on <b>your</b> land at the address shown in <b>your schedule</b> without <b>your</b> permission during the <b>period of insurance</b>.</p>
Rent owed to you	<p><b>We</b> will pay for rent which <b>you</b> cannot recover as landlord while <b>your home</b> cannot be lived in because of physical loss or physical damage <b>we</b> have agreed to pay under this section.</p>
<b>Additional covers for personal possessions</b>	<p>If <b>we</b> cover <b>your personal possessions</b> <b>we</b> will also provide <b>you</b> with the following cover up to the corresponding <b>amount insured</b>:</p>
New possessions	<p><b>We</b> will increase each <b>amount insured</b> for <b>contents</b> which are not covered on an unlimited basis, <b>art and collections</b> and <b>jewellery, watches and valuable items</b> by up to 25% to cover any items <b>you</b> acquire during the <b>period of insurance</b>. <b>We</b> will only do this if <b>you</b> tell <b>us</b> about the new possession within 90 days of acquisition and pay any extra premium due.</p>
Acquired disability	<p><b>We</b> will pay towards the cost of reasonable and necessary alterations to <b>your home</b> to enable <b>you</b> to live there unassisted if <b>you</b> have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the <b>period of insurance</b>.</p> <p><b>We</b> will only do this if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> agree to the alterations and the amount of <b>our</b> contribution towards them before the alterations are carried out; and</li> <li>2. <b>you</b> allow a medical adviser chosen by <b>us</b> to examine <b>you</b> and to see all medical records, if <b>we</b> consider it necessary.</li> </ol> <p>For the purposes of this additional cover:</p> <ol style="list-style-type: none"> <li>1. the definition of 'you' does not include <b>domestic employees</b>; and</li> <li>2. 'permanently physically disabled' means that <b>you</b>:             <ol style="list-style-type: none"> <li>a. have permanently lost all use of a complete arm, hand, foot or leg; or</li> <li>b. are registered blind.</li> </ol> </li> </ol>
Death of the artist	<p><b>We</b> will increase the <b>amount insured</b> for any item listed in the specification for <b>art and collections</b> agreed by <b>us</b> and held by <b>us</b> or <b>your</b> insurance broker by up to 100% if the artist dies during the <b>period of insurance</b>. <b>We</b> will only do this for the six months immediately following the death of that artist and provided <b>you</b> can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any physical loss or physical damage <b>we</b> have agreed to pay. <b>You</b> must be able to prove the increased value if <b>you</b> make a claim for that item.</p> <p><b>We</b> will also reimburse <b>you</b> for any costs or expenses <b>you</b> have paid but are unable to recover on works of <b>art and collections</b> commissioned by <b>you</b> which remain incomplete at the time of the artist's death. <b>We</b> will only do this if the artist dies during the <b>period of insurance</b> and <b>you</b> are legally entitled to a refund of such costs or expenses.</p> <p>If <b>you</b> are unable to provide evidence of the costs or expenses that are legally due to <b>you</b> or a professional valuation or purchase receipt and proof of increased value then this additional cover will not apply.</p>
Defective title	<p>If, during the <b>period of insurance</b>, someone claims that an item of specified <b>art and collections</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount</p>

**you** paid for it, or the value shown in the specification agreed by **us** and held by **us** or **your** insurance broker if this is less. **We** will only do this if **you**:

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

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

Hole in one	<p><b>We</b> will pay towards the cost of celebrating <b>your</b> hole in one during an official golf competition round during the <b>period of insurance</b>.</p> <p><b>We</b> will only pay <b>your</b> claim if <b>you</b> provide <b>us</b> with <b>your</b> scorecard and certification form signed by <b>your</b> club or match secretary.</p>
Increased cost of working	<p><b>We</b> will pay <b>you</b> for the extra necessary and reasonable costs of continuing the clerical and administrative work that <b>you</b> carry out in <b>your home</b> during the time <b>your</b> work is interrupted, if:</p> <ol style="list-style-type: none"> <li>1. there is an accidental failure in the supply of the utility services to <b>your home</b> which lasts for more than 24 hours in a row during the <b>period of insurance</b>; or</li> <li>2. <b>your home</b> or its <b>contents</b> suffer physical loss or physical damage <b>we</b> have agreed to pay.</li> </ol> <p>This cover will start from the date of the interruption to utility services or physical loss or physical damage and will continue until <b>you</b> are able to start work in <b>your home</b>, but for no longer than 12 months.</p>
Marquees	<p><b>We</b> will cover any marquee that <b>you</b> hire temporarily while it is at the premises shown in the <b>schedule</b> against physical loss or physical damage covered under this section. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.</p>
Metered water and heating oil	<p><b>We</b> will cover <b>you</b> against the accidental loss of metered water or domestic heating fuel from <b>your</b> fixed heating fuel tank, apparatus or pipes which occurs during the <b>period of insurance</b>.</p>
Money	<p><b>We</b> will cover <b>your money</b> and bank cards against physical loss or physical damage which happens anywhere in the world during the <b>period of insurance</b>.</p> <p><b>We</b> will pay any amounts which <b>you</b> legally have to pay if <b>your</b> bank cards have been used without <b>your</b> permission after they have been lost or stolen, provided <b>you</b> follow all terms under which the bank cards were issued.</p> <p><b>We</b> do not cover loss of or damage to any electronic, online or crypto currency, including Bitcoin, even where such currency exists in physical form.</p>
Personal documents	<p><b>We</b> will pay for the reasonable and necessary clerical and administrative costs involved in replacing or reconstituting personal documents or title deeds, as a result of physical loss or physical damage covered under this section.</p> <p><b>We</b> do not cover the cost of any indemnity policy <b>you</b> are required to provide in respect of the replacement of lost or damaged share certificates, or any similar costs or expenses.</p>
Personal property of visitors and domestic employees	<p><b>We</b> will cover the personal property belonging to <b>your</b> visitors and <b>domestic employees</b> who do not live in the <b>home</b> against physical loss or physical damage covered under this section occurring in the <b>home</b> during the <b>period of insurance</b>.</p>
Rent you owe	<p><b>We</b> will pay the rent <b>you</b> have to pay as a tenant if <b>your home</b> cannot be lived in because of physical loss or physical damage <b>we</b> have agreed to pay. <b>We</b> will not provide such cover if <b>we</b> pay <b>you</b> for alternative accommodation as a result of the same loss.</p>
Retrieving data	<p><b>We</b> will pay the costs involved in retrieving <b>your</b> personal data from the computer in <b>your home</b> or from <b>your</b> other personal electronic devices which have suffered physical damage <b>we</b> have agreed to pay.</p>
Residential care	<p><b>We</b> will cover <b>your</b> parents' or grandparents' household goods, clothing and personal property while in the nursing or care home where they reside against physical loss or physical damage covered under this section which happens during the <b>period of insurance</b>.</p> <p>This cover does not apply to <b>money</b>.</p>

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

Students' belongings

**We** will cover the **personal possessions** of permanent members of **your** household in full time education against physical loss or physical damage covered under this section which happens during the **period of insurance** while they are studying away from **home**.

Tenants' improvements

**We** will cover:

1. the fixtures and fittings and interior decorations which are fixed to and form part of the structure of **your home** against physical loss or physical damage which happens during the **period of insurance**; and
2. the costs incurred to:
  - a. find and access the point of escape of a domestic heating fuel leak within **your home**; or
  - b. find a water leak from **your** permanent plumbing or heating system, which happens during the **period of insurance** and is likely to cause damage to the fixtures and fittings and interior decorations described in 1. above. **We** will also pay the cost to make good any damage caused by such work.

This cover applies where **you** do not own or are not responsible for insuring the buildings of **your home**.

## What is not covered

**We** do not cover:

1. loss of or damage caused by:
  - a. wear and tear, rust, rot, fungus or mould, **normal settlement** or anything which happens gradually;
  - b. pollution or contamination;
  - c. storm or flood to gates, fences, wind turbines, hedges, lawns, plants or trees. This exclusion shall not apply to damage:
    - i. caused by falling trees and the cost of removing a fallen tree in order to carry out repairs on such property; or
    - ii. to electric gates attached to brick, concrete or stone pillars;
  - d. freezing of water in fixed water tanks, apparatus and pipes while **your home** is not being lived in for more than 60 days in a row during the months of October through to April. This exclusion shall not apply if **your home** is constantly heated to a temperature of at least 10 degrees centigrade during these months;
  - e. **subsidence, heave or landslip**:
    - i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges, fences or wind turbines, unless the main house is also physically damaged at the same time; or
    - ii. to solid floors unless the load bearing walls are physically damaged at the same time;
  - f. moths, insects, rats, mice, squirrels, rodents or other vermin.
2. faulty workmanship or design, or the use of unsuitable or faulty materials.
3. mechanical or electrical faults or breakdown.
4. loss or damage caused by coastal or river erosion.
5. any normally submerged or partially submerged structure.
6. loss caused by **you** not receiving goods or services **you** have paid for.

7. loss of or damage to an item being transported unless it is adequately packed and secured well enough given the nature of the item and how it is transported.
8. motorised vehicles and their accessories other than quad bikes, motor bikes under 51cc, golf buggies, domestic gardening equipment, mobility scooters and wheel chairs.
9. quad bikes, motor bikes or golf buggies while being used, caravans or trailers other than trailers and non-motorised horseboxes up to 15 feet or 4.5 metres in length.
10. aircraft other than a **drone**. However, **we** do not in any event cover loss or damage arising out of any **drone** flown:
  - a. in any controlled airspace;
  - b. within an aerodrome traffic zone;
  - c. at a height of more than 120 metres above the surface; or
  - d. in any race.
11. watercraft and their accessories, other than rowing boats and dinghies up to 12 feet or 3.6 metres in length, sail boards and surfboards.
12. land, water or animals.
13. any **building or outbuilding and other structures** used for any business activity other than:
  - a. **incidental farming**;
  - b. work of a clerical and administrative nature; or
  - c. letting the **building or outbuilding and other structures**.
14. **personal possessions** used for any business activity. This exclusion shall not apply to furniture and office equipment where **your** business activity is of a clerical and administrative nature only.
15. electronic data.
16. the cost of maintenance or routine redecoration.
17. any property belonging to visitors or **domestic employees** insured elsewhere.
18. loss or damage to **unfurnished homes** other than by fire, lightning or explosion.

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## How much we will pay

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

**We** will not pay the cost of preparing a claim.

### Excess

**Your schedule** will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**. However, **we** agree to waive **your excess** for any:

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

### Buildings

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

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

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

Contents	For <b>your contents</b> , <b>we</b> will decide whether to repair or replace the item or pay <b>you</b> the replacement cost. <b>We</b> will not deduct anything for wear and tear.
Tenants' improvements	For tenants' improvements <b>we</b> will decide whether <b>we</b> repair or replace damaged parts.
Specified items of art, collections, jewellery, watches and valuable items	<p>Items, pairs or sets worth more than £50,000 each for <b>your art and collections</b> and more than £25,000 each for <b>jewellery, watches and valuable items</b> must be specified individually. Any items that have not been individually specified will be covered as unspecified items.</p> <p>The most <b>we</b> will pay is the corresponding <b>amount insured</b> for each specified item in the specification agreed by <b>us</b> and held by <b>us</b> or <b>your</b> insurance broker</p>
Art and collections	For specified <b>art and collections</b> , if the item is partly damaged, <b>you</b> may decide whether <b>we</b> repair, replace or pay the loss in value of the damaged item.
Jewellery, watches and valuable items	For specified <b>jewellery, watches and valuable items</b> , if the item is partly damaged, <b>we</b> will decide whether <b>we</b> repair, replace or pay the loss in value of the damaged item.
Loss in value	If <b>we</b> repair a damaged specified item, <b>we</b> will also pay for any loss in value. The most <b>we</b> will pay in total for a damaged item and its loss in value is the amount shown for that item shown in the specification agreed by <b>us</b> and held by <b>us</b> or <b>your</b> insurance broker.
Destruction	If any specified item is lost or destroyed, <b>we</b> will pay the value shown for that item in the specification agreed by <b>us</b> and held by <b>us</b> or <b>your</b> insurance broker.
Professional valuation	<p>If:</p> <ol style="list-style-type: none"> <li>1. any specified item has had a professional valuation carried out within the last three years; and</li> <li>2. the values in the specification agreed by <b>us</b> and held by <b>us</b> or <b>your</b> insurance broker reflect this valuation;</li> </ol> <p><b>we</b> agree to cover these items on an increased value basis.</p> <p>This means <b>we</b> will pay the value of the item at the time of loss even if it is more than the value shown for that item in the specification.</p> <p>The most <b>we</b> will pay for the increase in value:</p> <ol style="list-style-type: none"> <li>1. in respect of each specified item of <b>art and collections, jewellery, watches and valuable items</b> is an additional 25% of the value shown for that item in the specification; or</li> <li>2. is £100,000 in total for each incident of loss,</li> </ol> <p>whichever is the lower.</p>
Unspecified items of art, collections jewellery, watches and valuable items	<p>For items that are not specified, <b>we</b> will decide whether <b>we</b> repair, replace or make a cash settlement for any lost or damaged item. If <b>we</b> choose to make a cash settlement, <b>we</b> will pay the market value of the item on the date of loss. If <b>we</b> repair it, <b>we</b> will also pay for any loss in value.</p> <p>The most <b>we</b> will pay for any one unspecified item, pair or set is the corresponding <b>amount insured</b>.</p> <p>The most <b>we</b> will pay in total for each incident of loss is the <b>amount insured</b> for each category of unspecified items.</p>
Pairs and sets	If any specified or unspecified items which have an increased value because they form part of a pair or set are lost or damaged, any payment <b>we</b> make will take account of the increased value.
Full payment	If <b>we</b> pay the full value for any specified or unspecified item, pair or set, <b>we</b> will then have the right to take possession of it.
Recovered item	If <b>we</b> recover any specified or unspecified item after <b>we</b> have paid a claim, <b>we</b> will write to <b>you</b> at <b>your</b> correspondence address shown in the <b>schedule</b> and <b>you</b> can buy it back from <b>us</b> within 60 days. <b>We</b> will charge <b>you</b> the lesser of:

1. the amount **we** paid for the claim; or
2. the fair market value of the item at the time **we** recover it.

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## Your obligations

### Drones

**You** must ensure that:

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

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

## Your legal liabilities

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This section covers **you** for **bodily injury** and **property damage** claims made against **you** by others. It does not cover **your** liability arising out of the use or ownership of a motor vehicle.

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

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### Special definitions for this section

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

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### What is covered

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

1. the incident giving rise to the **bodily injury** or **property damage** did not occur in the course of any business activity, profession or occupation;
  2. **we** would have covered **your** liability if **you** had caused the **bodily injury** or **property damage**; and
  3. **you** are not waiting for an appeal on the judgment.
- If **you** receive any damages after **we** have paid **you** for them, **you** must return that amount to **us**.

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## What is not covered

**We** do not cover:

Limitations in North America	1. <b>your</b> liability for any act or incident which happens in the United States of America or Canada if <b>you</b> have been in either or both of those countries for more than 90 days in total during the <b>period of insurance</b> .
Your own property	2. <b>your</b> liability for loss of or damage to property which belongs to <b>you</b> or is in <b>your</b> or <b>your</b> employee's care, other than physical damage to property for which <b>you</b> are legally liable to the owner as a tenant.
Contractual liability for premises	3. <b>your</b> liability as owner of any premises, which arises under contract or agreement, unless <b>you</b> would have been liable in the absence of the contract or agreement.
Rectifying defects	4. <b>your</b> liability for the cost of putting right any fault or alleged fault with any building, under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, including any similar or successive legislation.
Other land or buildings	5. <b>your</b> liability arising out of: <ol style="list-style-type: none"> <li>a. owning, occupying, using or possessing any land or building not at the address in the <b>schedule</b>, other than:           <ol style="list-style-type: none"> <li>i. damage to property for which <b>you</b> as tenant are legally liable to the owner;</li> <li>ii. any liability in respect of property previously occupied by <b>you</b>, where liability arises under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, or any similar or successor legislation; or</li> <li>iii. any land covered under Additional cover, Newly acquired land in the United Kingdom;</li> </ol> </li> </ol>
Revenue generating activities	b. revenue generating activities, other than letting <b>your home</b> , <b>incidental farming</b> and clerical and administrative work <b>you</b> carry out in <b>your home</b> ;
Infectious diseases	c. passing on any infectious disease or any virus, syndrome or illness;
Mechanically propelled vehicles	d. any mechanically propelled vehicle, other than bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment, mobility scooters and or wheelchairs. However, <b>we</b> will not in any event cover any liability for which <b>you</b> are obliged to hold insurance under any compulsory motor insurance laws, rules or regulation.
Racing of vehicles	e. any mechanically propelled vehicle whilst involved in racing, rallies, trials, pace-making or speed testing in any prearranged or organised event or any track use;
Aircraft	f. any aircraft, other than a <b>drone</b> . However, <b>we</b> do not in any event cover <b>your</b> liability arising out of any <b>drone</b> flown: <ol style="list-style-type: none"> <li>i. in any controlled airspace;</li> <li>ii. within an aerodrome traffic zone;</li> <li>iii. at a height of more than 120 metres above the surface; or</li> <li>iv. in any race;</li> </ol>
Watercraft	g. any watercraft other than rowing boats, dinghies, sail boards and surfboards;

Animals	h. any animal, other than <b>incidental farming</b> livestock, horses, cats or dogs which are not labelled as a 'specially controlled dog' under the Dangerous Dogs Act 1991 or any similar or successor legislation; or
Contracts	i. any contract, unless <b>you</b> would have been legally liable if the contract had not existed.
Pollution and contamination	6. <b>your</b> liability from pollution or contamination of air, water or soil unless this was caused by an accident during the <b>period of insurance</b> in the country in which <b>your home</b> is situated and: <ul style="list-style-type: none"> <li>a. <b>you</b> tell <b>us</b> about the accident as soon as possible but no later than 60 days after the end of the <b>period of insurance</b>; and</li> <li>b. <b>you</b> prove that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutant or contaminant.</li> </ul>
Business activities	7. <b>your</b> liability arising out of: <ul style="list-style-type: none"> <li>a. the provision of any goods or services; or</li> <li>b. <b>you</b> or <b>your</b> employees doing anything for or to a third party for a fee.</li> </ul>
Fines and penalties	8. liability for fines or penalties, or for damages intended to punish or make an example of <b>you</b> .
<b>Exclusions if you have employees</b>	<p>If <b>you</b> have employees, the following extra exclusions apply to <b>your</b> liability to them:</p> <p><b>We</b> do not cover:</p> <ul style="list-style-type: none"> <li>1. <b>your</b> liability arising out of:           <ul style="list-style-type: none"> <li>a. work <b>your</b> employees do for <b>you</b>, other than clerical and administrative work <b>you</b> carry out in <b>your home</b>, domestic duties relating to <b>your home</b> and gardens or <b>incidental farming</b> duties;</li> <li>b. work <b>your</b> employees do in the United States of America or Canada after they have been in either or both countries for 90 days in total during the <b>period of insurance</b>; or</li> <li>c. <b>bodily injury</b> which is, or should be, payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with or due to employment; or</li> </ul> </li> <li>2. amounts <b>you</b> legally have to pay after a judgment or award from courts outside the <b>European Union</b>. This also applies to the enforcement of such awards in courts in the <b>European Union</b>.</li> </ul>

## How much we will pay

**We** will pay up to the corresponding **amount insured** for each actual or threatened claim.

### Costs and expenses

In addition to the **amount insured**, **we** will pay the costs and expenses **we** agree to in advance to defend a covered claim.

If a payment greater than the **amount insured** has to be paid for a covered claim, the amount **we** will pay for costs and expenses will be limited to the proportion the **amount insured** bears to the amount paid in respect of the claim.

### Claims arising from the same incident

The most **we** will pay for any one act, incident, claim or unrecovered court award is the **amount insured**.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim, however many of **you** may be legally liable and regardless of the number of claims actually made.

### Special limits

The most **we** will pay for claims arising from each of the following is the corresponding **amount insured**:

### Drones

- 1. the use, possession or ownership of any **drone**;

- |                             |  |
|-----------------------------|--|
| Employees                   | 2. <b>bodily injury</b> to any employee of <b>yours</b> ;  |
| Defective Premises Act      | 3. <b>your</b> liability under any defective premises legislation;   |
| Pollution and contamination | 4. pollution and contamination; and  |
| Motorised items             | 5. bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment, mobility scooters and or wheelchairs. |
- 

## Your obligations

### Drones

**You** must ensure that:

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

If **you** do not, **we** will not make any payment for any claim arising directly or indirectly due to the use of any **drone** if **we** can establish that **your** failure to comply with the obligations caused or contributed to the event giving rise to the claim.

## Family legal protection

WD-APC-UK-LEGNW(1)  
18781 05/18

**You** are automatically covered by this section.

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

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

How we can help	<p><b>You</b> can phone <b>us</b> at any time on the telephone number shown in the schedule to receive legal advice or to make a claim under this section. <b>We</b> will ask <b>you</b> about <b>your</b> legal dispute and if necessary call <b>you</b> back at an agreed time to give <b>you</b> legal advice. If <b>your</b> dispute needs to be dealt with as a claim under this section, <b>we</b> will provide <b>you</b> with a claim reference number. At this point <b>we</b> will not be able to confirm that <b>you</b> are covered but <b>we</b> will pass the information <b>you</b> have given <b>us</b> to <b>our</b> claims handling teams, and explain what to do next.</p> <p>If <b>you</b> prefer to report <b>your</b> claim in writing or by email <b>you</b> can send it to <b>our</b> claims department at the address shown in <b>your</b> schedule.</p>
When we cannot help	<p>Please do not ask for help from a solicitor or accountant before <b>we</b> have agreed. If <b>you</b> do, <b>we</b> will not pay the costs involved.</p>

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### Special definitions for this section

The following extra definitions apply to this whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Home and personal possessions sections of this **policy**.

#### Appointed representative

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

#### Costs and expenses

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

#### Standard Terms of Appointment

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

#### Date of occurrence

- For civil cases (except under insured incident 6 – tax protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it).
- For criminal cases, the date of occurrence is when **you** began or are alleged to have begun to break the criminal law in question.
- For Insured incident 6 – tax protection, the date of occurrence is when the HM Revenue & Customs first notifies in writing the intention to make enquiries.

#### Preferred law firm

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

#### Reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

#### Secondary home

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

#### Territorial limit

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

#### You/your

The insured named on the **schedule**.

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## Extra conditions

1. **You** must:
  - a. keep to the terms and conditions of this **policy**;
  - b. try to prevent anything happening that may cause a claim;
  - c. take reasonable steps to avoid incurring unnecessary costs;
  - d. send everything **we** ask for, in writing; and
  - e. give **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
2.
  - a. On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
  - b. If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
  - c. If **you** choose a law firm as **your appointed representative** who is not a preferred law firm, **we** will give **you** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to **our standard terms of appointment**.
  - d. The **appointed representative** must co-operate with **us** at all times and must keep **us** up-to-date with the progress of the claim.
  - e. **You** must give the **appointed representative** any instructions that **we** ask you to.
  - f. **You** must co-operate fully with **us** and the **appointed representative**.
3.
  - a. **You** must tell **us** if anyone offers to settle a claim .
  - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
  - c. **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
4. **You** must:
  - a. instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this; and
  - b. take every step to recover **costs and expenses** that **we** have to pay and must pay to **us** all such costs or expenses that are recovered.
5. If an **appointed representative** refuses to continue acting for **you** with good reason or if **you** dismiss an appointed representative without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.
6. If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and **we** will be entitled to reclaim from **you** any costs and expenses paid by **us**.
7. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.
8. **We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages, obtain any

other legal remedy that **we** have agreed to or make a successful defence.

9. In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
10. For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this **policy**, **we** must agree that **reasonable prospects** exist.

## What is covered

1. **We** agree to provide **you** with the insurance in this section, as long as:
  - a. the premium has been paid;
  - b. the **date of occurrence** of the insured incident is during the **period of insurance** and within the **territorial limit**;
  - c. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**;
  - d. **reasonable prospects** exist for the duration of the claim; and
2. **We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident.

## How much we will pay

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the corresponding **amount insured**.

The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**.

## What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside **our standard terms of appointment** and these will not be paid by **us**.

## Insured incidents we will cover

Insured incident 1 –  
employment disputes

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

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

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

1. disciplinary hearings or internal grievance procedures.
2. any claim relating solely to personal injury.

Insured incident 2 –  
contract disputes

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

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

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

1. a contract regarding **your** profession, business or employment.

2. a lease of less than eight years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
3. the settlement payable under an insurance policy. However, **we** will cover the reasonable and necessary costs **you** incur in a dispute with **your** insurer, if **your** insurer refuses **your** claim.

Insured incident 3 –  
bodily injury

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

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

1. any illness or bodily injury which happens gradually.
2. defending **your** legal rights, but defending a counter-claim is covered.
3. clinical negligence.

Insured incident 4 –  
clinical negligence

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

**We** will not pay for any claim relating to the alleged failure to correctly diagnose **your** condition.

Insured incident 5 –  
property protection

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

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

**We** will not pay for:

1. any claim relating to the following:
  - a. a contract entered into by **you**;
  - b. any building or land other than **your home** and **secondary home**;
  - c. someone legally taking **your home** and/or **secondary home** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** and/or **secondary home** by any government or public or local authority unless the claim is for accidental physical damage;
  - d. work done by any government or public or local authority unless the claim is for accidental physical damage;
  - e. **subsidence** caused by mining.
2. defending any claim covered under Insured incident 5.a, but defending a counter-claim is covered.

Insured incident 6 –  
tax protection

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

**We** will not pay for:

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

Insured incident 7 –  
legal defence

**We** will pay **costs and expenses** to defend **your** legal rights:

1. if an event arising from **your** work as an employee leads to:

- a. **you** being prosecuted in a court of criminal jurisdiction;
  - b. civil action being taken against **you** under any discrimination legislation; or
  - c. civil action being taken against **you** under data protection legislation.
2. if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We** will not pay for any claim:

1. relating to parking offences.
2. relating to the driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.
3. resulting from hacking (unauthorised access) or other type of cyber-attack affecting stored personal data.

Insured incident 8 – jury service and court attendance

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

- a. to attend any court or tribunal at the request of the **appointed representative**.
- b. to perform jury service.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

**We** will not pay any claim if **you** are unable to prove **your** loss.

Insured incident 9 – education admissions appeals

**We** will pay **costs and expenses**:

1. in an appeal against a refusal to admit **your** child to their chosen educational establishment;
2. in a dispute arising from the temporary exclusion or permanent expulsion of **your** child from their educational establishment.

Insured incident 10 – planning application refusal appeals

**We** will pay **costs and expenses** to appeal the refusal of the Local Planning Authority to grant planning permission following **your** request for planning approval.

**We** will not pay any claim unless **you**;

1. have taken all reasonable steps to ensure planning permission is granted, including consulting with the Local Authority prior to submitting **your** application; and
2. have exhausted every alternative option to secure planning approval prior to launching a planning application appeal.

**We** will not pay for any planning applications **you** make which are not for land already owned by **you** at the address shown in **your** **schedule**.

## What is not covered

**We** do not cover the following:

1. any incident or matter arising before the start of this **policy**.
2. any costs and expenses incurred before **our** written acceptance of a claim.
3. fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
4. any incident intentionally brought about by **you**.
5. any claim relating to **your** alleged dishonesty or alleged violent behaviour.
6. any claim relating to written or verbal remarks which damage **your** reputation.
7. a dispute with **us** not otherwise dealt with under Extra condition 7. above.
8. **costs and expenses** arising from or relating to judicial review.
9. any legal action **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
10. any claim caused by, contributed to, by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
11. any claim where **you** are not represented by a law firm, barrister or tax expert.

## Home emergency

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

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

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

The General terms and conditions, except for 'How to make a claim', and the following terms and conditions all apply to this section. If **you** need to make a claim, please refer to 'Your obligations' shown below.

---

### Extra conditions

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

If any cost covered under this section is also covered by any maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of the claim.

This section is not a maintenance contract. It does not cover the cost of day to day maintenance for which **you** are responsible.

If **you** would like to arrange a central heating boiler service at **your** expense, please contact **us** on the 24-hour home emergency line and advise the operator of **your** requirements, making it clear **you** are not making a claim under this policy for an emergency.

All permanent repairs are guaranteed for 12 months.

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### Special definitions for this section

The following extra definitions apply to the whole of this section and are in addition to any other definitions shown in the General terms and conditions and the Home and personal possessions sections of this **policy**.

#### You/your

The person(s) named in the **schedule** and all permanent members of that person's household including **domestic employees** who live in the **home**.

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### What is covered

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

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

#### Additional cover

##### Alternative accommodation

**We** will also cover **your** reasonable and necessary costs for alternative accommodation and transportation, which **we** have agreed to in advance, while **your home** cannot be lived in because of an emergency **we** have agreed to pay under this section.

#### Specific cover

##### Replacement boiler costs

**We** will also cover a contribution towards the cost to replace **your** central heating boiler if the estimated cost of contractor's labour and replacement parts required to permanently repair **your** existing boiler exceeds its depreciation value, which is calculated according to its age.

## What is not covered

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

1. repairs for the following events:
  - a. any loss or damage known about before the start of this **policy**;
  - b. any leaking or dripping tap that requires re-washing or replacing;
  - c. any boiler that needs descaling;
  - d. replacing sanitary ware, cylinders, tanks, radiators, external overflows and septic tanks;
  - e. interruption in the electricity supply to, or failure of, burglar or fire alarm systems or CCTV surveillance systems ;
  - f. burst or leaking flexible hoses or leaking appliances and other mechanical equipment; or
  - g. any incident in **your home** if it has not been lived in for 60 consecutive days.
  - h. the temporary loss of keys required to gain access to **your home**, where alternative keys are available, or loss of keys to **your outbuildings**;
2. repairs to:
  - a. any boiler over 15 years old;
  - b. boilers with an output over 60 kw per hour; or
  - c. warm air or solar powered heating systems.
3. responding to or rectifying intermittent faults.
4. replacing **your** boiler or heating system. However, this does not apply to **What is covered, Specific cover**, Replacement boiler costs.
5. repairing any loss or damage arising because a utility company has deliberately disconnected or interrupted the mains service.
6. providing any equipment or services which are the responsibility or property of the utility company.
7. normal day to day maintenance.
8. replacing items that have worn out over a period of time.

## How much we will pay

For each emergency described in the **What is covered** section above, **we** will pay up to the **amount insured** towards the total cost of call out charges, labour, parts and materials to:

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

## Special limits

The most **we** will pay for each item below, unless otherwise stated in the **schedule** is the amount specified below. This is included within and not in addition to the **amount insured** for this section:

- |                           |   |
|---------------------------|---|
| Alternative accommodation | 1. £150 per night, including VAT and transportation costs, for a total of three consecutive nights. |
| Replacement boiler costs  | 2. £250 towards the cost of a replacement boiler.   |

## Your obligations

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

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



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

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

## Family protection

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

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

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

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### Special definitions for this section

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

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

## What is covered

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

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

Kidnap and ransom

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

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

Road rage

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

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

Stalking threat

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

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

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**What is not covered**

**We** do not cover:

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

## How much we will pay

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

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

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

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

Air rage, hijack or road rage

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

Identity fraud

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

Stalking threat

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

## Special limits

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

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

## Your obligations

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

## Travel

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

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

### Special definitions for this section

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

2. any minors accompanying a person in 1. above on a single trip, provided that they are 16 years old or younger and do not permanently reside at **your** main home.

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## What is covered

### Medical emergency travel and repatriation expenses

#### Medical expenses

1. If **you** are injured or become ill during an **insured trip**, **we** will reimburse **you** for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.

- a. The costs incurred outside the **United Kingdom** for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges. This includes dental expenses incurred in an emergency for immediate pain relief.

**We** will also cover medical expenses, as described above, which are incurred within:

- i. the Channel Islands, provided **you** are permanently resident in England, Scotland, Wales or Northern Ireland; or
- ii. England, Scotland, Wales or Northern Ireland provided **you** are permanently resident on the Channel Islands.

**We** will not cover:

1. dental expenses other than those which are incurred in an emergency for immediate pain relief;
2. any costs or expenses incurred more than 12 months after the date **you** were injured or first became ill;
3. medical expenses arising out of a medical condition:
  - i. which **you** knew about at the time the **insured trip** was booked or began;
  - ii. for which **you** are awaiting tests or the results of such tests when **you** booked or began the **insured trip**; or
  - iii. for which **you** are scheduled to undergo treatment for such condition when **you** booked or began the **insured trip**;

unless the condition is normally stable, under control and **you** have not been required to have more than one check-up or in-patient treatment, or emergency medical care in the preceding 12-months.

#### Emergency travel expenses

- b. The extra travel and accommodation expenses incurred by **you** and up to two people who need to travel to **you**, remain with **you** or escort **you** home to the **United Kingdom** if the qualified medical practitioner treating **you** says this is necessary.

#### Repatriation expenses

- c. The cost of sending **you** back to the **United Kingdom** by the most suitable transport if **our** medical adviser in consultation with the qualified medical practitioner treating **you** agrees that this is necessary.

**We** will not pay for **you** to be sent back more than 12 months after the date **you** were injured or first became ill.

#### Hospital in-patient benefit

- d. **We** will pay the amount shown in the **schedule** for each complete 24-hour period **you** have to spend as a hospital in-patient outside the **United Kingdom**. This is in addition to any amount paid for medical, emergency travel and repatriation expenses.

Hospital in-patient benefit is intended to contribute towards any reasonable incidental costs while **you** are in hospital. These costs include but are not limited to telephone calls, subsistence meals and drinks.

#### Funeral expenses

- e. If **you** die during the **insured trip**, **we** will pay for funeral expenses abroad or the cost of transporting **you** back to the **United Kingdom**. This is in addition to any amount paid for medical and emergency travel expenses.

### Cancellation and curtailment

2. **We** will cover cancellation and curtailment as described below if a booked trip is cancelled or an **insured trip** is cancelled or cut short as a direct result of any of the following circumstances happening during the **period of insurance**:

- a. i. **your** death, accidental injury or illness;

- ii. the death, accidental injury or illness of **your** travelling companion or **your** or **your** travelling companion's spouse or partner, close relative, fiancée or fiancé, business partner or someone **you** or **your** travelling companion are planning to stay with or conduct business with during the **insured trip**;
- iii. the death of a close friend;
- iv. **you, your** travelling companion or someone **you** are planning to stay with or conduct business with during the **insured trip** being:
  - 1. put in quarantine;
  - 2. called for jury service or as a court witness;
  - 3. made redundant, as long as the redundancy qualifies for payment under current law;
  - 4. required to be in the **United Kingdom** following a burglary at or major damage to their home;
  - 5. major damage to **your** pre-arranged accommodation making it impossible for **you** to stay there;
- v. a **hijack** or **kidnap** which prevents **you** from starting or continuing the **insured trip**;
- vi. the cancellation or delayed departure for 24-hours or more of the scheduled transport on which **you** are booked to travel because of an **insured peril**; or
- vii. **you** missing the scheduled transport on which **you** are booked to travel on **your** outward journey because **you** are unable to leave **your** home in the **United Kingdom** for 24-hours or more or complete **your** journey due to heavy snow, flood, landslip, earthquake or severe storm. However, **you** must ensure that **you** have done everything **you** reasonably can to arrive at the departure point in good time.

If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

**We** will also cover cancellation as described below if **you** have to cancel an **insured trip** within the 48-hours prior to **your** scheduled date of departure, as a direct result of specific travel advice from the Foreign & Commonwealth Office, the Department of Health & Social Care or the World Health Organization which is in force at any time during such 48-hour period, warning against travelling to that country or part of that country, including any travel advice given by government officials of the country in which **you** are travelling to, not to travel to that country for safety reasons.

Cancellation

- b. **We** will reimburse **you** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused travel, accommodation and pre-booked activities and excursions if **you** are unable to proceed with an **insured trip** prior to its commencement.

This cover also applies to bookings **you** make during the **period of insurance** and trips already booked at the start of the **period of insurance**.

All cover under this cancellation section ends at the expiry date of the **period of insurance** if **you** do not renew **your** travel insurance with **us**.

Curtailment

- c. If the **insured trip** is cut short **we** will reimburse **you** up to the **amount insured** for:
  - i. the reasonable extra travel and accommodation expenses incurred by **you** to return home; and
  - ii. **your** own unused travel, accommodation and pre-booked activities and excursions **you** have paid or legally have to pay and which cannot be recovered.

Pre-booked activities and excursions

- d. **We** will reimburse **you** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** pre-booked activities and excursions if **you** proceed with an **insured trip** but where **you** are unable to proceed with **your** pre-booked activities and excursions due to accidental injury or illness to **you** or **your** travelling companion.

This cover also applies to bookings **you** make during the **period of insurance** and trips already booked at the start of the **period of insurance**.

All cover under this section ends at the expiry date of the **period of insurance** if **you** do not renew **your** travel insurance with **us**.

- Missed travel arrangements** 3. **We** will pay **you** for the reasonable and necessary extra travel and accommodation expenses that **you** have to pay to continue or complete **your** journey if at any time during an **insured trip** **you** miss the scheduled transport on which **you** are booked to travel because:
- a. **you** are prevented from reaching its departure point as a result of an **insured peril**; or
  - b. a fellow passenger or crew member on the transport in which **you** are travelling is injured or taken ill.
- We** will not make any payment for:
- a. missed scheduled transport unless **you** have done everything **you** reasonably can to arrive at the departure point in good time.
  - b. missed travel arrangements:
    - i. due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked;
    - ii. unless **you** provide written confirmation from the transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it;
    - iii. due to avalanche or landslide where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslide had occurred at **your** intended resort.
- Travel delay** 4. If the scheduled transport on which **you** are booked to travel at either the start or the end of an **insured trip** has been delayed for more than eight hours because of an **insured peril**, **we** will pay the amount shown in the **schedule** for the period of delay. This benefit is intended to contribute towards reasonable costs which include but are not limited to telephone calls, subsistence meals and drinks and essential toiletries.
- We** will not make any payment for:
- a. travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked; or
  - b. travel delay, unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.
- Enforced extended stay** 5.
- Extra accommodation a. **We** will reimburse **you** for the reasonable extra accommodation expenses which are reasonably and necessarily incurred by **you** if the departure date of the scheduled transport on which **you** are booked to travel at the end of an **insured trip** has been delayed for longer than 24-hours as a direct result of an **insured peril** or is confirmed in writing by the travel company or travel operator to be delayed for such period.
- We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.
- Extra travel expenses b. **We** will reimburse **you** for the reasonable extra travel expenses which are necessarily incurred by **you** in order to return home at the end of an **insured trip** if the departure date of the scheduled transport on which **you** are booked to travel has been delayed for longer than 72-hours as a direct result of an **insured peril** or is confirmed in writing by the travel company or travel operator to be delayed for such period.
- We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.
- Temporary loss of baggage** 6. If **your** baggage is temporarily lost for more than eight hours from the time of arrival on **your** outward journey **we** will pay towards the cost of buying or hiring essential and reasonable replacement items.
- Travel documents** 7. If **you** lose or accidentally damage **your** essential travel documents during an **insured trip**, **we** will pay the cost of replacing them and reimburse **you** for the reasonable and necessary travel and accommodation expenses **you** incur in doing so.

<b>Hi-jack and kidnap</b>	8. <b>We</b> will pay the amount shown in the <b>schedule</b> for each complete day that <b>you</b> are detained as the result of a <b>hijack</b> or <b>kidnap</b> which starts during an <b>insured trip</b> .
<b>Sports activity</b>	9. <b>We</b> will cover the following:
Equipment hire	a. <b>We</b> will pay the reasonable cost of hiring replacement equipment if <b>your</b> golf clubs, pedal cycles or scuba equipment are accidentally damaged, stolen or temporarily lost for more than eight hours during the <b>insured trip</b> .
Sports package	b. If <b>you</b> are unable to cycle, scuba dive or play golf due to illness or an injury during an <b>insured trip</b> and <b>you</b> have made a claim for medical expenses under this section for that illness or injury, <b>we</b> will pay for amounts <b>you</b> have paid or legally have to pay and which cannot be recovered for <b>your</b> own unused green fees, equipment hire, excursion, tuition or guide.
<b>Personal accident</b>	10. <b>We</b> will pay <b>you</b> the benefit shown in the <b>schedule</b> if <b>you</b> suffer <b>accidental bodily injury</b> during an <b>insured trip</b> which directly results in <b>your</b> death, <b>loss of limb</b> , <b>loss of eye</b> or <b>permanent total disablement</b> within 12 calendar months of the date of the accident.
<b>Additional cover</b>	<b>We</b> will also provide <b>you</b> with the following additional cover up to the corresponding <b>amount insured</b> .
Cruise cover – missed port	1. <b>We</b> will pay if <b>your</b> scheduled port visit is cancelled due to adverse weather or timetable restrictions. <b>We</b> will not make any payment for: <ul style="list-style-type: none"> <li>a. any claim arising from <b>your</b> ships failure to put people ashore due to the mechanical or operations failure of the ships tender;</li> <li>b. any claim where a monetary amount has been offered to <b>you</b> by the ship or tour operator; or</li> <li>c. any claim where <b>you</b> do not have written confirmation from <b>your</b> carrier or tour operator confirming <b>your</b> scheduled port visit was cancelled.</li> </ul>
Cruise cover – cabin confinement	2. <b>We</b> will pay for each full day that <b>you</b> are confined by the ship’s Medical Officer to <b>your</b> cabin as a result of medical reasons during <b>your insured trip</b> . <b>We</b> will not make any payment for confinement unless the confinement was confirmed to <b>you</b> in writing by the ships medical officer.
Motor excess waiver	3. <b>We</b> will pay for: <ul style="list-style-type: none"> <li>a. the reimbursement of the accidental damage or theft excess applied to <b>your</b> car hire insurance if the hire vehicle is stolen, damaged or involved in an accident during the rental period; and</li> <li>b. the cost of replacing rental car keys if these are lost, stolen, or damaged during the rental period, this includes where necessary the costs to replace locks or for a locksmith to break in to the hire vehicle.</li> </ul> <b>We</b> will not make any payment for: <ul style="list-style-type: none"> <li>a. any claim where <b>you</b> have not followed the terms of <b>your</b> rental agreement;</li> <li>b. any person aged under 21 years old;</li> <li>c. any claim for damage caused as a result of theft of the vehicle, unless a written police report is obtained.</li> </ul>
<b>Winter sports cover</b>	<b>Where the schedule show you have Winter sports cover, we will cover the following.</b>
Winter sports equipment hire	5. <b>We</b> will cover the following, provided Winter sports is showing as covered in <b>your schedule</b> : <ul style="list-style-type: none"> <li>a. <b>We</b> will pay the reasonable cost of hiring replacement equipment if <b>your</b> skis, snowboard, poles or ski boots are accidentally damaged, stolen or temporarily lost for more than eight hours during the <b>insured trip</b>.</li> </ul>

Winter package

- b. If **you** are unable to ski or snowboard due to illness or an injury during an **insured trip** and **you** have made a claim for medical expenses under this section for that illness or injury, **we** will pay for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused ski pass, winter sports equipment hire, excursion, tuition or guide.

Piste closure

- c. **We** will pay for the reasonable extra travel expenses that **you** have to pay in order to reach the nearest alternative skiing area if all the winter sports facilities at **your** pre-booked resort are closed during an **insured trip** and no alternative area is available within **your** ski pass area.

**We** will not make any payment for:

- a. piste closure when **you** are on an **insured trip** which starts or ends outside that resort's declared ski season;
- b. piste closure where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at **your** intended resort;
- c. off-piste skiing unless **you** are accompanied;
- d. free-style skiing or ski jumping;
- e. skiing or snowboarding:
  - i. outside of the resort boundary, backcountry or any alpine ski touring;
  - ii. by helicopter or snow cat; or
  - iii. on any terrain park within resort;
- f. ice hockey;
- g. use of a bobsled/bobsleigh, including use of any bobsleigh runs;
- h. use of a kite wing on snow;
- i. snow kiting; or
- j. any competition, other than races organised by ski schools.

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## What is not covered

**We** do not cover:

1. loss arising from any trip within the **United Kingdom** unless:
  - a. **you** have pre-booked accommodation or travel; and
  - b. the trip is for a minimum of two nights.
2. any medical expenses incurred in the **United Kingdom**.
3. any travel, accommodation, activity or excursion expenses which any transport company, tour operator, travel association or financial protection scheme has agreed to pay or is obliged to pay.
4. any trip that:
  - a. is for the purpose of having medical or surgical treatment;
  - b. is booked or made by anyone who is under 16 years old at the start of the trip unless he or she is on an organised school trip or is to be accompanied for the whole trip by an adult.
5. cancellation or curtailment of any trip because of a medical condition, unless **you** provide a doctor's certificate to support **your** claim.
6. any claim:
  - a. arising out of a medical condition where **you** have been advised not to travel by **your** medical practitioner;
  - b. arising out of a set of circumstances which **you** knew about or could reasonably be expected to have known about at the time the **insured trip** was booked or **your** travel cover came into effect unless **you** could not reasonably have expected such circumstances to result in a claim.

This exclusion does not apply to any of the conditions shown below under **Pre-existing medical conditions**;

- c. resulting from **you** taking or using drugs or controlled substances, other than drugs prescribed by **your** doctor and used in accordance with **your** doctor's instructions;
  - d. resulting from **you** committing suicide, deliberately injuring **yourself** or putting **yourself** in unnecessary danger, unless trying to save a human life; or
  - e. resulting from any criminal act by **you**.
7. the cost of any medication **you** need and were taking before the start of the **insured trip**.
8. any claim resulting from **you** taking part in any of the following hazardous activities:
- a. any winter sports, unless the **schedule** shows **you** have winter sports cover;
  - b.
    - i. any unaccompanied dive;
    - ii. any dive involving visits to wrecks or caves;
    - iii. any other scuba diving activities unless **you**:
      - 1. hold the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follow the relevant Club or Association rules and guidelines at all times; or
      - 2. dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
    - iv. potholing, caving, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping;
    - v. hang-gliding, parachuting, sky-diving, parasailing, land yachting, flying as a passenger in a glider or ultralight, flying as a pilot or passenger of a private light aircraft;
    - vi. white-water rafting unless **you** are accompanied by a suitably qualified guide in rapids classified Grade 3 and below;
    - vii. any kind of race, endurance test or competition.
 

This exclusion does not apply to events on foot less than 27 miles, events on bicycle less than 100 miles or swimming events less than two miles.
9. any claim resulting from **you** taking part in:
- a. any sporting activity for gain or reward;
  - b. armed forces activities including operations, exercises or training; or
  - c. flying as a pilot or any other aerial activities other than travel by air as a passenger.
10. visits to countries or areas against any recommendation or advice issued by the Foreign & Commonwealth Office or the Department of Health & Social Care prior to **your** departure unless **we** give **our** prior written agreement. If **we** agree to this extra cover, revised terms and conditions and an additional premium will apply.

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## How much we will pay

**We** will pay up to the relevant **amount insured** for each individual covered under this section and each **insured trip**.

**You** must pay the **excess** shown in the **schedule**, where applicable.

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## Your obligations

Hiscox Assistance

1. In the event of a medical emergency outside of the **United Kingdom**, **you** should ring the number shown in **your schedule** for help and advice.

The number is open 24-hours every day. **You** must ring this number as soon as reasonably practicable if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation.

To help Hiscox Assistance deal with **your** emergency quickly, please have the following information available:

- a. **your** name;
- b. the telephone or fax number, or email address where **you** can be reached;

- c. the nature of the emergency; and
- d. **your** Hiscox policy number.

**Injury or illness overseas**

2. If injury or illness overseas results in the need for in-patient hospital treatment overseas or the possible need for emergency travel or repatriation **you** or someone on **your** behalf must call Hiscox Assistance on the number shown in **your** schedule as soon as possible. If not, **we** will not have to pay the claim.

If **you** have to pay any medical expenses outside the **United Kingdom**, **you** must keep the original receipts and bills to support any request for payment under this section.

If **we** consider it necessary, **you** must allow a medical adviser chosen by **us** to examine **you** and to see all medical records.

**We** will not pay any medical expenses or personal accident benefit unless **you** see a suitably qualified medical practitioner as soon as possible after suffering illness or injury and follow any medical advice **you** are given.

**Pre-existing medical conditions**

To ensure adequate policy cover, it is important that **you** disclose pre-existing medical conditions - other than those detailed below - which affect **you**, the people travelling or other people upon whose health **your** trip depends.

The conditions listed below are automatically covered for no additional premium and **you** are not required to declare them to **us** unless **you** have any other pre-existing condition.

Those declared to **us** may incur an additional charge.

Pre-existing medical conditions:

ADHD, Anaphylaxis provided that **you** have not needed inpatient treatment in the last 12 months, Arthritis, Asthma provided that **you** do not have Acute Severe Asthma, Blindness or partial sightedness, Carpel tunnel syndrome, Cataracts, Cholesterol Hyper/Hypo, Coeliac Disease, Cystitis (providing there is no ongoing treatment), Deafness/ Impaired Hearing, Diabetes provided controlled by diet or tablets, Downs Syndrome, Dyspepsia, Eczema, Enlarged prostate (benign only), Glaucoma, Gout, Haemorrhoids, Hay fever, HRT, Hyperlipidemia, Indigestion, Irritable Bowel Syndrome, Lichen Planus, Macular degeneration, Melanosis, Menopause, MigraineNasal polyps, Psoriasis, Raynaud's Syndrome, Registered disabled, Rhinitis, Rosacea, RSI, Sinusitis, Tinnitus, Underactive Thyroid (Hypothyroidism), Urticaria, Varicose veins in the legs, Vertigo.

**Additional travel benefits**

As a Hiscox travel insurance policyholder, you also enjoy the following benefits.

**Card Sentry – card and document assistance**

You receive complimentary access to Card Sentry courtesy of Hiscox Travel Insurance. This is a free and exclusive service available to all Hiscox Travel Insurance policyholders for the duration of your policy only.

Card Sentry is designed for global travellers and provides a simple way to manage the cancellation of all your cards if they are lost or stolen at home or abroad. Card Sentry also offers secure electronic document storage and retrieval for passports, driving licences and insurance documents.

You will need to register your details at <https://secure.cardsentry.com/hiscox> to use this service.

Full terms and conditions together with details on how to register, can be found at <https://secure.cardsentry.com/hiscox>.

**Smart delay**

Enjoy complimentary access to a LoungeKey™ airport lounge courtesy of Hiscox Travel Insurance. This is a free service available to all Hiscox customers once your flight is delayed for more than 90 minutes.

You will need to register your flight online on <https://hiscox.smartdelay.com> at least 24 hours before your scheduled departure time. Once you have registered you will be contacted with details on how to access the lounge if your flight is delayed by more than 90 minutes.

Full terms and conditions, FAQ's and details on how to register your flight, can be found on <https://hiscox.smartdelay.com>.

## Personal cyber

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

The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

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### Special definitions for this section

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

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### What is covered

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

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

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

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

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

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

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

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

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

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

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

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

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**What is not covered** **We** do not cover:

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

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

## How much we will pay

Excess

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

Claims arising from one incident

**Your schedule** will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**.

All claims which arise from the same original cause, a single source or a repeated or continuing act, incident or event will be regarded as one claim, however many of **you** may be affected and regardless of the number of claims actually made. All claims caused by one incident are agreed to be one claim.

## Your obligations

If a problem arises

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

Social engineering

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

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

Cyber extortion

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

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





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