



Private Clients

**HOME INSURANCE
POLICY WORDING**



Vasek Insurance - 30-34 Hounds Gate, Nottingham NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

Vasek Insurance Services Limited is authorised and regulated by the Financial Conduct Authority

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YOUR HOME INSURANCE POLICY

This insurance provides cover for the sections specified in the **schedule** during the **period of insurance** for which **you** have paid and **we** have accepted **your** premium.

Please read all the documents carefully to make sure they meet **your** requirements.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule** and the definitions on page 7. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under the contract reference number shown in the **schedule** and is based on the information provided in the statement of fact.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance.
(*see important notice below)

This policy wording, along with the **schedule**, any **endorsement(s)** and the statement of fact should be read together as one document and form the contract of insurance.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 12, 13 and 14. It is important that **you** read them carefully, as they apply at all times.

* Important Notice - Information **you** have given **us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information given to **us**, either orally, electronically or in writing, by **you** or anyone acting on **your** behalf. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A copy of the information provided to **us** is contained within the statement of fact attached to the **schedule**. If **you** agree that the information is correct then please sign and date the statement of fact and retain for **your** records. Should the information be incorrect or missing then please contact **Vasek Insurance** or **your** insurance **broker** as soon as practicable so the correct information can be provided and updated. Please note that any corrected information may result in a change to the premium charged and/or the terms set by **us** or it may result in **us** being unable to continue this insurance and having to cancel this policy.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place;
- charge **you** more for **your** insurance and reduce the amount **we** pay on a claim in proportion to the premium **you** have paid; or
- cancel **your** policy in accordance with the cancellation condition as set out in this policy.

Vasek Insurance or **your** insurance **broker** will write to **you** if **we**:

- intend to treat this insurance as if never existed; or
- need to amend the terms of this insurance;
- require **you** to pay more for this insurance; or
- intend to cancel **your** policy.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying the insurance **broker** who sold **you** this insurance, or **Vasek Insurance**.

This insurance has a cooling off period of 14 days' from either:

- The date **you** receive **your** insurance documentation, or
- The start of the **period of insurance**

whichever is the later, providing **you** have not made any claims **we** will refund the premium in full but not any credit card fees paid when **you** paid **Vasek Insurance** the premium.

You can cancel this insurance at any time outside the cooling off period by giving **us** 14 days' notice or 14 days' notice via **your** insurance **broker**. As long as no claims have been made or reported during the **period of insurance we** will return a proportion of **your** premium paid on a pro rata basis, less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the **period of insurance**.

We can cancel this insurance by giving **you** 14 days' notice in writing to **your** last known postal address or via **your** insurance **broker**. If **we** do this **we** will return a proportion of **your** premium paid on a pro rata basis. **We** will only do this for a valid reason (examples of valid reasons are but not limited to):

- non payment of premium, including any direct debit or premium finance instalment;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request ;
- threatening or abusive behaviour or the use of threatening or abusive language.

ADMINISTRATION CHARGES

Vasek Insurance charge a small administration fee for arranging and amending policies. Information of these charges can be found within **our** Terms and Conditions at www.vasek.co.uk. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

YOUR TOTAL PEACE OF MIND

Lloyd's insurers and **Vasek Insurance** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer or **Vasek Insurance** is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St.Botolph Street, London EC3A 7QU, by telephoning 0800 678 1100 and on their website www.fscs.org.uk.

DATA PROTECTION

It is understood by **you** that any information provided to **us** or **Vasek Insurance** regarding **you** will be processed by **us** and **Vasek Insurance** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to third parties.

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **property** is situated, or, if the **property** is in the Channel Islands or the Isle of Man, the law of whichever of those two places applies.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **property** is situated, or, if the property is in either the Channel Islands or the Isle of Man, the courts of whichever of those two places applies.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Vasek Insurance**.

Vasek Insurance
30-34 Hounds Gate
Nottingham NG1 7AB

Tel: 0115 950 5052
Fax: 0115 950 5053
Email: policymanagement@vasek.co.uk
claims@vasek.co.uk
complaints@vasek.co.uk

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Team at Lloyd's. The contact details are:-

Complaints Team

Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Tel: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

Should a complaint be received regarding companies other than **us** or **Vasek Insurance** and **we** are unable to provide a response, **we** will inform **you** of this and provided details of how **you** can progress **your** complaint.

This complaints procedure is without prejudice and does not affect **your** right to take legal action.

DEFINITIONS

Certain words will carry the same meaning wherever they appear in sections one to three of this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage	physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
Boarder(s)	any member of your family, under the age of 19, who would normally reside at the home but who is away living at a boarding school during term time.
Bodily Injury	physical injury including accidental death, disease or illness.
Broker	the insurance agent/ broker who placed this insurance on your behalf
Buildings	any permanent structure used for domestic or home-business purposes within the boundaries of the premises which you own or for which you are legally liable, including:- <ul style="list-style-type: none">• the home and its decorations• garages• stables• fixtures and fittings• lifts and stair-lifts• permanently installed swimming pools, hot tubs and Jacuzzi's• outbuildings, greenhouses and sheds• underground service pipes and cables, sewers and drains• tennis courts, drives, patios, paths, terraces, walls, gates, fences, hedges, lampposts, railings and fixed fuel tanks, septic tanks and cesspits• solar panels• tenants improvements if shown as covered in the schedule
Collection	a group of identifiable items similar in nature and related to each other in design, type of object or collectability.
Contents	household goods, furniture, carpets and personal possessions which are your property or which you are legally liable for, up to £20,000 (£25,000 for fine art and antiques) for any one item, pair or set, unless shown separately in the schedule or the limits stated within this policy wording. <p>contents includes:</p> <ul style="list-style-type: none">• fine art and antiques if cover was requested by you and shown as insured in the schedule• watches and jewellery if cover was requested by you and shown as insured in the schedule• gold and silver items if cover was requested by you and shown as insured in the schedule• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home or other permanent structure at the premises• items in the open outside the home but within the boundaries of the premises up to £10,000 in total, unless shown separately in the schedule• items within locked garages, sheds, greenhouses or other domestic outbuildings at the premises up to £10,000 in total, unless shown separately in the schedule• office equipment for your home-business up to £10,000 in total, unless shown separately in the schedule• the contents of refrigerators and freezers in the home up to the limits shown in the contents section

- **personal possessions**
- the **personal possessions** of **your** guests at the **home** up to the limits shown in the **contents** section
- deeds and registered bonds and other personal documents up to the limits shown in the **contents** section
- golf trolleys and buggies up to £5,000 for any one item
- domestic oil in fixed fuel oil tanks or metered water up to the limits shown in the **contents** section
- electric wheelchairs and mobility scooters
- quad bikes as shown in the **schedule**
- pedal cycles up to £1,000 each cycle unless shown separately in the **schedule**
- ride on lawnmowers as shown in the **schedule**
- **collections**
- items in bank/safety deposits as shown in the **schedule**
- students **contents** up to the limits shown in the **contents** section
- the **personal possessions** of **gap year student(s)** up to the limits shown in the **contents** section
- **boarder(s) contents** up to the limits shown in the **contents** section

Contents does NOT include:

- motor vehicles or caravans
- trailers or watercraft or their accessories (except canoes, punts or manually operated rowing boats)
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than as defined under **office equipment**
- any items insured under any other insurance
- any item(s) more specifically defined in this insurance

Credit Cards

credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Domestic Duties

domestic staff working in connection with the running and maintenance of the **home** and/or gardens at the **premises**.

Domestic Staff

any person employed by **you** in connection with **domestic duties** at the **premises**.

Endorsement

a change in the terms and conditions of this insurance.

Excess

the amount **you** will have to pay towards each separate claim.

Fine art and Antiques	<ul style="list-style-type: none"> • furniture • paintings, drawings and etchings • prints and photographs • porcelain, glass, sculptures and objet d'art • tapestries • carpets and rugs • books and manuscripts • stamp, coin and medal collection • clocks, barometers and mechanical art <p>which are of artistic merit and/or historical value due to their age, style or collectability.</p> <p>but not any item more specifically insured.</p>
Gap Year Student(s)	any member of your family, under the age of 26 who would normally reside at the home but who is away travelling outside of the United Kingdom between university or college term years.
Gold and Silver items	items made of precious metals including gold or silver plated items, but not watches or jewellery .
Heave	upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.
Home	the private residential premises built of standard construction as shown in the schedule .
Home-business	clerical and/or administration work you or your employees carry out at the home , as long as you do not employ more than two employees for this work. For the avoidance of doubt clerical and/or administration work does not include any kind of manual work or the use of any machinery other than office equipment .
Insurer	this insurance is underwritten by Certain Underwriters at Lloyd's, One Lime Street, London, EC3M 7HA, United Kingdom, except in respect of the Family Legal Protection Cover which is underwritten by MSL Legal Expenses Insurance Company Limited. The Society of Lloyd's, Underwriters at Lloyd's and MSL Legal Expenses Company Limited are authorised and regulated by the Financial Conduct Authority. Please note that correspondence should not be directed to the above address, but must always go through the broker who sold you this insurance or Vasek Insurance .
Jewellery	items and/or objects that are worn for personal adornment such as but not limited to bracelets, brooches, rings, necklaces or earrings usually made of precious or semi-precious metals and containing precious or semi-precious stones.
Landslip	downward movement of sloping ground.
Money	<ul style="list-style-type: none"> • current legal tender, cheques, postal and money orders • postage stamps not forming part of a stamp collection • savings stamps and savings certificates, travellers' cheques • premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Occupant	you or persons authorised by you to be in the home .

Office Equipment

furniture, business stock up to £2,500, computers and general **office equipment** belonging to **you** and used in conjunction with **your home-business**.

Office equipment does NOT include:

- loss of magnetism or corruption of data
- compensation for **you** not being able to use the computer or any equipment following loss or damage
- equipment more specifically insured by any other insurance
- the cost of reconstituting any lost or damaged data
- any business stock above £2,500 or **money** held for business purposes unless shown separately in the **schedule**
- equipment being confiscated or repossessed

Period of Insurance

the length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal Possessions

clothing, baggage and personal property normally worn, used or carried by **you** including:-

- spectacles, contact and corneal lenses
- hearing aids and cochlear implants
- mobile phones and mobile communications
- photographic equipment and accessories
- computer equipment
- sports equipment
- musical instruments for personal use

but not any item more specifically insured.

Premises

the address which is named in the **schedule**.

Schedule

the printed document containing details of **you**, the **premises**, the sums insured, the **period of insurance**, the sections of this policy which apply, the **excess**, the **insurer**, any **endorsement(s)** and any special terms which may apply.

Settlement

downward movement of the site on which **your buildings** stand as a result of soil being compressed by the weight of the **buildings** within ten years of construction.

Solar Panels

photovoltaic modules, panels or systems professionally installed at the **home** for the purpose of generating an electrical supply.

Standard Construction

built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

Subsidence

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

Tenants Improvements

alterations and improvements, including decorations, which have been made to the **home** by **you** which are not covered by any other insurance, where **you** are the tenant and do not own the property or are not legally responsible for insuring the **buildings**.

Terrorism	<p>any act(s) of any person(s) or organisation(s) involving</p> <ul style="list-style-type: none"> • the causing, occasioning or threatening of harm of whatever nature and by whatever means • putting the public or any section of the public in fear <p>in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.</p>
United Kingdom	<p>the 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.</p>
Unoccupied	<p>where there has not been an occupant in the home overnight for 60 consecutive days.</p>
Unfurnished	<p>the home is not furnished with sufficient furniture or furnishings to support modern living.</p>
Vasek Insurance	<p>the company who have been authorised by the insurer under a delegated authority, to transact insurance business on their behalf. Vasek Insurance are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 309354.</p>
Watches	<p>a timepiece typically worn on the wrist or attached to a chain and carried in a pocket.</p>
We / us / our	<p>the Insurer.</p>
You / your / insured	<p>the person or persons named in the schedule and all members of their family who permanently live in the home.</p>

GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE TO THREE OF THIS INSURANCE

Your Duties

1. **you** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **you** must take all reasonable care to provide complete and accurate answers to the questions **we** asked when **you** took out this insurance or when **you** make changes to or renew **your** policy.

Please tell **Vasek Insurance** or **your broker** no later than 14 days after **you** become aware of any changes to the information contained within the Statement of Fact, a copy of which is attached to **your schedule** or renewal notice.

you must also tell **Vasek Insurance** or **your broker** no later than 14 days after **you** become aware:

- of any intended alterations, extension or renovation to the **buildings**. **you** do not need to tell **us** about internal alterations to the **buildings**,
- of any change that may result in an amendment to the amounts **insured** or the limits that are shown in **your schedule**,
- of any change to the use of the **home**. For example if the **buildings** are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- of any change to the occupancy of the **buildings**. For example, if the **buildings** are to stop being **your** permanent residence or are to be **unoccupied**,
- that any member of **your** household or any person to be **insured** by this policy is charged with, or convicted of a criminal offence (other than motoring offences), or
- that any member of **your** household or any person to be **insured** by this policy sustains any County Court Judgement (CCJ), enters into an Individual Voluntary Arrangement (IVA) or is declared personally bankrupt.

If **you** are in any doubt, please contact **Vasek Insurance** or **your broker**.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

Please note that if the information **you** provide is not complete and accurate or if **you** fail to comply with any of the above duties then this policy may be void or any claim not paid or not paid in full.

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO THREE OF THIS INSURANCE

A) **Radioactive contamination and nuclear assemblies Exclusion**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B) **War Exclusion**

We will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C) **Existing and deliberate loss or damage**

We will not pay for loss, damage or theft

- occurring outside of the **period of insurance**
- caused deliberately by **you** or any person lawfully in the **home**

D) **Electronic data Exclusion**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i) computer viruses, erasure or corruption of electronic data;
- ii) the failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

E) **Biological and chemical contamination Exclusion**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature
3. death or injury to any person

directly or indirectly caused by or contributed to by Biological or Chemical contamination arising from

- i) **terrorism,**
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism.**

F) **Contracts (rights of Third Parties) act 1999 clarification clause**

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

G) **Indirect loss or damage**

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

HOW TO MAKE A CLAIM AND CLAIMS CONDITIONS APPLICABLE TO SECTIONS ONE - THREE OF THIS INSURANCE

Naturally **we** hope that **you** will not have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance, please contact the **Vasek Insurance** claims department as soon as possible. **You** will be required to complete a claim form, this can be done on **our** website by submitting an electronic claim form or by downloading a claim form to email or post back to **us**, **we** can also post one out to **you** if required. Alternatively **your broker** will be able to assist **you** in making a claim.

Vasek Insurance Claims Department
30-34 Hounds Gate
Nottingham NG1 7AB

Tel: 0115 950 5052
Fax: 0115 950 5053
Email: claims@vasek.co.uk
Website: www.vasek.co.uk

At the time of making a claim, **we** will require **you** to provide:-

- The policy number stated on **your schedule**;
- Details of the claim,

We may require **you** to provide:-

- Documentation to support **your** claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged property.

We reserve the right to request additional information to give due consideration to **your** claim.

We may need to arrange an inspection of **your premises** by a loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily, this will be at **our** expense. **We** or **our** representatives will be entitled to enter the **premises** or any building where any loss or damage has occurred and deal with the claim.

Your Duties

In the event of a claim or possible claim under this insurance

- 1) **you** must provide the Claims Department with any other information they require within 30 days of their request.
- 2) **you** must forward to the Claims Department as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
- 3) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 4) **you** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
- 5) **you** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- 6) **you** must take all reasonable care to limit any loss, damage or injury.
- 7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
- 8) **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim, or any payment could be reduced.

How we deal with your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury.

3. Fraudulent claims

you must not act in a fraudulent manner.

If **you** or anyone acting with **you** or on **your** behalf:-

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by **your** wilful act or connivance then:-
- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the insurance
- **we** may at **our** option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- **we** shall not return any premium
- **we** may inform the Police of the circumstances

SECTION ONE

BUILDINGS

The following cover applies only if the **schedule** shows that **buildings** cover is included.

What is covered

We will provide cover to pay the costs of restoring, repairing or rebuilding the **buildings** or **tenants improvements** up to the sum insured shown in the **schedule** against physical loss or damage occurring during the **period of insurance**, subject to the conditions, exclusions and limitations contained within this policy wording.

Additional covers

We will also provide cover for the following, in addition to the **buildings** sum insured.

Additions, improvements and alterations

We will provide cover for new additions, improvements or alterations to the **buildings** following insured loss or damage, provided **you** notify **us** within 45 days of acquiring the additions, improvements or alterations and pay any additional premium required to increase the **buildings** sum insured accordingly.

But not where there is a contractual requirement for specific insurance to be in place by a contractor or where **you** enter into a contract that limits **your** legal rights against a contractor, unless **we** agree to the contrary and it is shown in the **schedule**.

The most **we** will pay under this section is the amount equal to 30% of the **building** sum insured shown in the **schedule**.

Alternative accommodation and loss of rent

We will provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets while the **home** cannot be lived in as a direct result of insured loss or damage.

This section also extends to provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets if **you** are prohibited from accessing **your home** by a police or local authority due to an incident occurring at a neighbouring property.

We will also provide cover if **you** rent any part of **your home** to tenants for the costs of alternative accommodation substantially the same as their existing accommodation for **your** tenants while the tenanted part of **your home** cannot be lived in as a direct result of insured loss or damage. If **we** do not pay alternative accommodation **we** will pay **you** the amount of rent (including ground rent) which is lost or **you** are unable to recover.

The most **we** will pay under this section is alternative accommodation and loss of rent for a period of 3 years.

Additional expenses

We will provide cover for costs and expenses agreed by **us** that **you** have to pay as a direct result of insured loss or damage to the **buildings**.

- for architects, surveyors, consulting engineers and legal fees
- for removing debris and making the **buildings** safe
- in order to comply with any Government of local authority requirements but not if these requirements were served on **you** before the loss or damage occurred

SECTION ONE

BUILDINGS (continued)

Buildings extended replacement costs

We will provide cover for the increase in the rebuilding costs of **your home** following insured loss or damage where **you** have had a professional survey carried out in the last two years, provided **you** insured the **buildings** in line with their recommended rebuilding cost stated in such survey.

The most **we** will pay under this section is an amount equal to 30% of the **buildings** sum insured shown in the **schedule**.

Closed circuit TV

We will provide cover for the costs of repairing or replacing closed circuit television systems at the **premises** following loss or damage during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

Emergency access

We will provide cover for the costs of repairing the **home** following damage caused by the emergency services in gaining access to the **home** in connection with a medical emergency or to prevent damage to the **home** during the **period of insurance**.

The most **we** will pay under this section is £5,000.

Essential adaptations or alterations to the home

We will provide cover towards the necessary costs of altering or adapting the main structure of the **home** following an identifiable, sudden and unforeseen injury to **you** or any member of **your** family who permanently resides at the **home** following an accident occurring at the **premises** or anywhere else in the world or following an injury sustained during a fire or break-in at the **home** all occurring during the **period of insurance**.

But not for any accident sustained while taking part in any extreme sports.

The most **we** will pay under this section is £50,000.

Fatal injury

If **you** or any member of **your** family who permanently resides at the **home** suffers a physical injury as a direct result of fire, lightning, explosion, impact by vehicles or aircraft, storm, flood or violence by burglars at the **premises** during the **period of insurance**, and dies within twelve months of sustaining such injury **we** will pay

- £50,000 for each insured person aged 16 and over, or
- £10,000 for each insured person under the age of 16

The most **we** will pay under this or any other section of this insurance policy is the amounts shown above.

Fire extinguishers

We will provide cover for the costs **you** have to pay for refilling or replacing fire extinguishers, replacing sprinkler heads or refilling sprinkler tanks at the **home** following loss or damage caused by fire or explosion at the **premises** during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

SECTION ONE

BUILDINGS (continued)

Fly tipping

We will provide cover for the costs **you** have to pay for removing illegally dumped items from the **premises** and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by the fly tippers during the **period of insurance**.

The most **we** will pay under this section is £5,000.

House sales

Anyone buying **your home** will have the benefit of the **buildings** section of this insurance policy from the date of exchange of contracts (if the **home** is in Scotland the date **you** accepted the offer of purchase) until the sale of the **home** is completed or the insurance ends, whichever is sooner.

But not the cost of alternative accommodation, essential adaptations or alterations to the **home**, fatal injury or when the **buildings** are insured under any other insurance policy.

Increased water charges

We will provide cover for the cost of increased metered water charges **you** have to pay following an escape of water at the **home** occurring during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

Index linking

We will index link **your buildings** sum insured against inflation, so **your buildings** sum insured will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institute of Charter Surveyors. **We** will not charge **you** an extra premium for any monthly increase but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Landscaped gardens

We will provide cover for the costs of repairing or restoring the gardens at the **premises** following damage caused by the emergency services or loss or damage caused by fire, lightning, explosion, theft, vandalism, impact by vehicles or aircraft, falling lampposts, falling telegraph pole/pylons or by malicious persons.

The most **we** will pay under this section is the amount equal to 10% of the **building** sum insured shown in the **schedule** but no more than £1,500 for any one shrub, plant or tree.

"Gardens" does not mean woods or forests at the **premises**.

Legal advice service

We will provide **you** with access to a confidential legal advice service for any personal legal problem based on UK law.

The legal advice service is arranged by MSL Legal Expenses Limited and provided by Legal Assistance Direct. The legal advice service is available 24 hours a day/365 days a year.

To contact the legal advice service please telephone 0161 603 2209 and quote **your** policy number which can be found in **your schedule**.

SECTION ONE

BUILDINGS (continued)

Replacement locks

We will provide cover for the costs **you** have to pay for replacing locks or keys at the **home** to external doors, windows, safes, strong rooms and alarms following the loss or theft of **your** keys during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £5,000.

Temporary removal of permanent fixtures

We will provide cover for permanent fixtures removed from the **premises** for restoration or repair or for safekeeping following insured damage occurring during the **period of insurance**.

But not for any fixture which is insured under any other insurance policy or whilst in transit or from any unattended vehicle.

The most **we** will pay under this section is the amount equal to 10% of the **building** sum insured shown in the **schedule**.

Trace and Access

We will provide cover for the costs of

- tracing and accessing the source of water or oil leaking within the **home** from any fixed domestic water or heating installation including internal plumbing and pipes, which is likely to cause or has caused damage to the **buildings** or **contents**
- tracing and accessing the source of water or gas leaking from underground services outside the **home** at the **premises** which **you** are legally liable or responsible for but only when the leak occurred during the **period of insurance**.

The most **we** will pay under this section is the amount equal to 10% of the **building** sum insured shown in the **schedule** but no more than £25,000 in all during the **period of insurance** for leaks outside of the **home** at the **premises** or tracing and accessing the source of leaking oil at the **premises**.

Underground services

We will provide cover for the costs of repairing or replacing septic tanks and underground oil pipes, water supply pipes, sewers, drains and gas pipes which **you** are legally liable for following loss or damage caused by external and visible means from a single identifiable event occurring during the **period of insurance**.

The most **we** will pay under this section is equal 100% of the **building** sum insured shown in the **schedule**.

SECTION ONE

BUILDINGS (continued)

What is not covered

We do not provide cover under the whole of the **buildings** section for the following

1. Loss or damage caused by:-
 - a) general maintenance, routine decoration, wear and tear, anything that happens gradually, defective materials, faulty workmanship or design, misuse, normal **settlement**, thermal cracking, shrinkage or warping,
 - b) infestation, wet or dry rot, fungus, mould, rust or oxidation,
 - c) mechanical or electrical faults or breakdown,
 - d) dryness, dampness, extremes of temperature or exposure to light unless the loss or damage is caused directly by storm or fire,
 - e) alteration, extension, repair or demolition unless **we** have been fully advised of this and accepted to provide cover with additional terms as shown in the **schedule**,
 - f) or contributed to, by or arising from any kind of pollution and/or contamination,
 - g) chewing, tearing, denting, scratching, vomiting or fouling by **your** pets or the pets of **your** guests, tenants or **domestic staff**,
 - h) moths, insects, rats, mice, squirrels, rodents or other vermin.
2. Loss or damage caused by storm, flood or weight of snow to fences, hedges, gates (but not driveway gates), trellises, gazebos or pergolas.
3. Loss or damage caused by escape of water from:-
 - a) swimming pools, hot tubs and jacuzzi's,
 - b) fixed water tanks, apparatus or pipes while the **home** is **unfurnished** or **unoccupied**.
4. Loss or damage while the **home** is **unfurnished** or **unoccupied**, except in respect of loss or damage caused by fire, lightning, explosion or earthquake.
5. When the **home** is lent, let or sublet, in whole or in part, for loss or damage caused by theft or attempted theft, except where the loss or damage follows forcible and violent entry to or exit from the **home**.
6. Loss or damage caused by trees being cut down or cut back at the **premises**.
7. Loss or damage caused by **subsidence**, **landslip** or **heave** of the site on which the **buildings** stand:-
 - a) to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, jacuzzi's, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the **home** is also affected at the same time and by the same event
 - b) caused by coastal or river erosion
 - c) whilst the **buildings** are undergoing any structural repairs, alterations or extensions
 - d) caused by the normal bedding down, **settlement** or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or faulty workmanship
 - e) which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
 - f) to solid floors unless the walls of the **buildings** are damaged at the same time and by the same event
8. Loss or damage which did not occur during the **period of insurance**.

SECTION ONE

BUILDINGS (continued)

Settling your buildings claims

This is how **we** deal with **your** claim.

We will pay up to the sum insured shown in the **schedule** for restoring, repairing or rebuilding insured damage to the **buildings** or **tenants improvement** for each incident of loss or damage.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

We will not reduce the sum insured under the **buildings** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim.

For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

We will only apply this if **you** are under insured by more than 10%.

When **we** pay **your** claim **we** will deduct the amount of the **excess** as stated in the **schedule**. **We** will not deduct the amount of the **excess** as stated in the **schedule** when **your** claim is for:-

- a) Emergency Access,
- b) Essential Adaptions or Alterations to the **home**,
- c) Fatal Injury,
- d) Fire Extinguishers,
- e) Replacement Locks,
- f) Loss or damage and the total amount payable by **us** to **you**, excluding fees and additional costs, exceeds £5,000, except:-
 - i) where loss or damage is caused by **subsidence, heave** or **landslip**, or
 - ii) loss or damage where **we** have expressly applied an increased **excess** for the peril or item which is the subject of **your** claim, as shown in the **schedule**, or
 - iii) where **you** have requested a franchise **excess**, as shown in the **schedule**, or
 - iv) where **you** have requested a voluntary **excess**, as shown in the **schedule**

SECTION TWO

CONTENTS

The following cover applies only if the **schedule** shows that **contents** cover is included.

What is covered

We will provide cover to pay the costs of restoring, repairing or replacing the **contents you** have chosen to insure up to the sum insured for each section shown in the **schedule** against physical loss or damage occurring at the **premises** to be insured or anywhere else in the world during the **period of insurance**, subject to the conditions, exclusions and limitations contained within this policy wording.

Additional covers

We will also provide cover for the following, in addition to the **contents** sum insured.

Alternative accommodation, rent you have to pay and loss of rent

We will provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets while the **home** cannot be lived in as a direct result of insured loss or damage, or if **you** rent the **home we** will provide cover for the amount of rent **you** have to pay as a tenant while the **home** cannot be lived in as a direct result of insured loss or damage. **We** will pay for alternative accommodation or rent **you** have to pay but not both at the same time for the same incident of loss or damage.

This section also extends to provide cover for the costs of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets if **you** are prohibited from accessing **your home** by a police or local authority due to an incident occurring at a neighbouring property.

We will also provide cover if **you** rent any part of **your home** to tenants for the costs of alternative accommodation substantially the same as their existing accommodation for **your** tenants while the tenanted part of **your home** cannot be lived in as a direct result of insured loss or damage. If **we** do not pay alternative accommodation **we** will pay **you** the amount of rent (including ground rent) which is lost or **you** are unable to recover.

The most **we** will pay under this section is the amount equal to 30% of the **contents** sum insured shown in the **schedule**.

Book debts

We will provide cover for amounts owed to **you** which cannot be recovered as a direct result of insured loss or damage to the **office equipment** of **your home-business**.

The most **we** will pay under this section is £5,000.

Closed circuit TV

We will provide cover for the costs of repairing or replacing closed circuit television systems at the **premises** following loss or damage during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

SECTION TWO

CONTENTS (continued)

Computer data

We will provide cover for the costs **you** have to pay for retrieving electronic data from **your** computers following insured loss or damage.

The most **we** will pay under this section is £5,000.

Contents extended replacement costs

We will provide cover for the increase in value of any items insured under the general **contents** section following insured loss or damage where they have been professionally valued in the last two years, provided **you** included such value when **you** insured the general **contents**.

The most **we** will pay under this section is an amount equal to 25% of the general **contents** sum insured shown in the **schedule**.

Contents in storage

We will provide cover for the **contents** while they are temporarily removed from the **home** and stored at a secure storage facility for loss or damage caused by fire, lightning, earthquake, explosion, smoke, storm, flood, weight of snow, escape of water, escape of oil, theft or attempted theft, impact by vehicle, animal or aircraft, malicious damage, vandalism, civil disturbance and **terrorism**.

But not for **money, credit cards**, a stamp, coin or medal **collection** or when the **contents** are insured under any other insurance policy.

The most **we** will pay under this section is the amount equal to 30% of the **contents** sum insured shown in the **schedule**, unless **we** have agreed to provide cover for a higher amount and this is shown in the **schedule**.

Credit cards

We will provide cover for any amounts which **you** become legally liable to pay as a result of unauthorised use of **your credit cards** following theft or accidental loss anywhere in the world provided **you** notified the police within 24 hours of **you** discovering such theft or accidental loss and **you** have complied with all the conditions under which **your credit cards** were issued to **you**.

But not for unauthorised use of **your credit cards** by any member of **your** family. The most **we** will pay under this section is £30,000.

Death of an artist

We will provide cover for the increase in value for any items under **fine art and antiques** following insured loss or damage if the artist dies during the **period of insurance**.

But only when the insured loss or damage occurs during the **period of insurance** and when **you** can provide written proof from a professional valuer of the items fair market value at the time of the insured loss or damage.

The most **we** will pay under this section is the amount equal to 200% of the **fine art and antiques** sum insured shown in the **schedule**.

Deeds, registered bonds and personal documents

We will provide cover for the costs **you** have to pay for replacing title deeds, registered bonds or other personal documents as a direct result of insured loss or damage.

The most **we** will pay under this section is £10,000.

SECTION TWO

CONTENTS (continued)

Defective title

We will provide cover if it is proved that any item purchased by **you**, which is covered under any of the sections **you** have chosen to insure, is not rightfully **yours** and **you** are required by law to return the item to its rightful owner.

But only when **you** can provide **us** with a written valuation, invoice or receipt from the professional dealer or auction house, issued at the time of **your** purchase, that sold **you** the item and only when **you** notify **us** of a potential claim during the **period of insurance**.

The most **we** will pay under this section is the amount equal to 15% of the **contents** sum insured shown in the **schedule** in all during the **period of insurance**.

Domestic oil

We will provide cover for the cost of domestic oil charges **you** have to pay following an escape of oil at the **home** occurring during the **period of insurance**.

The most **we** will pay under this section is the amount equal to the **contents** sum insured shown in the **schedule**.

Domestic staff contents

We will provide cover for the **contents** belonging to any member of **your domestic staff** who permanently resides at the **home** following insured loss or damage at the **premises**.

But not when the **contents** are insured under any other insurance policy.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one item, pair or set.

Fatal injury

If **you** or any member of **your** family who permanently resides at the **home**, suffers a physical injury as a direct result of fire, lightning, explosion, impact by vehicles or aircraft, storm, flood or violence by burglars at the **premises** during the **period of insurance**, and dies within twelve months of sustaining such injury **we** will pay

- £50,000 for each insured person aged 16 and over, or
- £10,000 for each insured person under the age of 16

The most **we** will pay under this or any other section of this insurance policy is the amounts shown above.

Fine art and antiques extended replacement costs

We will provide cover for the increase in value of any specified item insured under the **fine art and antiques** section following insured loss or damage where the specified item has been professionally valued in the last two years, provided **you** insured the item in line with the valuation.

The most **we** will pay under this section is an amount equal to an increase of 200% of the specified items sum insured under **fine art and antiques** shown in the **schedule**.

Fire extinguishers

We will provide cover for the costs **you** have to pay for refilling or replacing fire extinguishers, replacing sprinkler heads or refilling sprinkler tanks at the **home** following loss or damage caused by fire or explosion at the **premises** during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

SECTION TWO

CONTENTS (continued)

Freezer and refrigerator contents

We will provide cover for the costs of replacing **your** food in **your** freezer or refrigerator if it is spoiled due to an accidental failure of the electricity or gas supply at the **home** or it is contaminated by refrigeration fumes.

But not for any loss or damage caused by the electricity or gas supply being cut off by the supply company.

The most **we** will pay under this section is £5,000.

Gap year student(s) personal possessions

We will provide cover for the **personal possessions** belonging to any **gap year student(s)**.

The most **we** will pay under this section is £7,500 but no more than £1,000 for any one item, pair or set.

Garden plants, shrubs and trees

We will provide cover for the costs of replacing plants, shrubs and trees in the garden at the **premises** that **you** own or which **you** are legally liable for as a tenant following damage caused by the emergency services or loss or damage caused by fire, lightning, explosion, theft, vandalism, impact by vehicles or aircraft, falling lampposts, falling telegraph pole/pylons or by malicious persons.

But only when the loss or damage occurred during the **period of insurance**.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one plant, shrub or tree.

“Garden” does not mean woods or forests at the **premises**.

Gift purchases

We will provide cover for gifts **you** purchase for weddings, birthdays, religious festivals or other celebrations for one month before and one month after the day of the event.

The most **we** will pay under this section is the amount equal to 25% of the **contents** sum insured shown in the **schedule**, but no more than the single article limits stated in this policy for any one item, pair or set.

Guests personal possessions

We will provide cover for the **personal possessions** of **your** guests and non-resident **domestic staff** while they are in the **home** following insured loss or damage.

But not when the **personal possessions** are insured under any other insurance policy.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one item, pair or set.

Hole in One

We will pay **you** £600 in the event that **you** achieve a hole in one during an official golf competition, provided that when **you** make **your** claim **you** send **us** the signed scorecards and a certificate from **your** club or match secretary.

Increased water charges

We will provide cover for the cost of increased metered water charges **you** have to pay following an escape of water at the **home** occurring during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £10,000.

Legal advice service

We will provide **you** with access to a confidential legal advice service for any personal legal problem based on UK law.

The legal advice service is arranged by MSL Legal Expenses Limited and provided by Legal Assistance Direct. The legal advice service is available 24 hours a day/365 days a year.

To contact the legal advice service please telephone 0161 603 2209 and quote **your** policy number which can be found in **your schedule**.

SECTION TWO

CONTENTS (continued)

Marquees at the home

We will provide cover for the costs **you** have to pay for restoring, repairing or replacing marquees at the **premises** which **you** have hired and are responsible for following insured loss or damage, subject to the marquee being erected and dismantled by suitably qualified individuals.

But not when the marquee is insured under any other insurance policy or when the period of hire exceeds 7 days.

The most **we** will pay under this section is £30,000.

Money

We will provide cover for theft and accidental loss of **money** anywhere in the world provided **you** notified the police within 24 hours of **you** discovering such theft or accidental loss.

But not for depreciation, confiscation or any shortages due to error or omission.

The most **we** will pay under this section is £7,500 or £10,000 if the **money** was in a locked safe at the **home**.

Nest removal

We will provide cover for the costs **you** have to pay to professional contractors for the tracing and removal of bird, animal and insect nests at the **home**.

The most **we** will pay under this section is £2,500.

New purchases

We will provide cover for new items **you** purchase during the **period of insurance**, but only

- where the items purchased will be covered under any of the sections **you** have already chosen to insure, as shown in the **schedule**,
- where **you** notify **us** of the new items within 45 days of **your** purchase and pay the additional premium required to increase the sum insured for the section(s) the items will be covered under,
- when the items purchased are intended for **your** own use and ownership and not as gifts, items purchased as gifts are covered under the "Gift Purchases" section.

The most **we** will pay under this section is the amount equal to the replacement cost of the items purchased but no more than the single article limits stated in this policy for any one item, pair or set.

Professional removals

We will provide cover for the **contents** while they are being moved to **your** new **home** by professional removal contractors following **accidental damage** and loss or damage caused by fire, lightning, earthquake, explosion, impact by vehicle, animal or aircraft, malicious damage, vandalism, civil disturbance and **terrorism**.

But not for **watches, jewellery, money, credit cards**, a stamp, coin or medal **collection** or for china, porcelain or other brittle items, except when these have been packed for removal by the same professional removal contractors.

The most **we** will pay under this section is the amount equal to the **contents** sum insured shown in the **schedule**.

SECTION TWO

CONTENTS (continued)

Replacement locks

We will provide cover for the costs **you** have to pay for replacing locks or keys at the **home** to external doors, windows, safes, strong rooms and alarms following the loss or theft of **your** keys during the **period of insurance**.

The most **we** will pay under this or any other section of this insurance policy is £5,000.

Residential care contents

We will provide cover for the **contents** belonging to **your** parents who are permanently residing in a residential care or nursing home following insured loss or damage.

But not for **fine art and antiques, watches, jewellery** or when the **contents** are insured under any other insurance policy.

The most **we** will pay under this section is £10,000 but no more than £1,500 for any one item, pair or set.

Rewards

We will provide cover towards the payment of a reward to any individual or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act at the **premises** which directly resulted in insured loss or damage.

The most **we** will pay under this section is £10,000.

Students contents

We will provide cover for the **contents** belonging to any member of **your** family who permanently resides at the **home** while they are away at university or college or living as a **boarder** at a boarding school following insured loss or damage.

The most **we** will pay under this section is £10,000.

Underground services

We will provide cover for the costs of repairing or replacing septic tanks and underground oil pipes, water supply pipes, sewers, drains and gas pipes which **you** are legally liable for as a tenant following loss or damage caused by external and visible means from a single identifiable event occurring during the **period of insurance**.

The most **we** will pay under this section is the amount equal to the **contents** sum insured shown in the **schedule**.

Watches and Jewellery extended replacement costs

We will provide cover for the increase in value of any specified item insured under the **watches** and **jewellery** section following insured loss or damage where the specified item has been professionally valued in the last two years, provided **you** insured the item in line with the valuation.

The most **we** will pay under this section is an amount equal to an increase of 200% of the specified items sum insured under **watches** and **jewellery** shown in the **schedule**.

SECTION TWO

CONTENTS (continued)

What is not covered

We do not provide cover under the whole of the **contents** section for the following

1. Loss or damage caused by:-
 - a) general maintenance, wear and tear, anything that happens gradually, defective materials, faulty workmanship or design, misuse, normal **settlement**, thermal cracking, shrinkage or warping,
 - b) infestation, wet or dry rot, fungus, mould, rust or oxidation,
 - c) mechanical or electrical faults or breakdown,
 - d) dryness, dampness, extremes of temperature or exposure to light unless the loss or damage is caused directly by storm or fire,
 - e) cleaning, dyeing, repair, restoration, renovation or any similar process,
 - f) or contributed to, by or arising from any kind of pollution and/or contamination,
 - g) chewing, tearing, denting, scratching, vomiting or fouling by **your** pets or the pets of **your** guests, tenants or **domestic staff**,
 - h) moths, insects, rats, mice, squirrels, rodents or other vermin.
2. Loss or damage caused by escape of water from:-
 - a) swimming pools, hot tubs and jacuzzi's,
 - b) fixed water tanks, apparatus or pipes while the **home** is **unfurnished** or **unoccupied**.
3. Loss or damage while the **home** is **unfurnished** or **unoccupied**, except in respect of loss or damage caused by fire, lightning, explosion or earthquake.
4. When the **home** is lent, let or sublet, in whole or in part, for loss or damage caused by theft or attempted theft, except where the loss or damage follows forcible and violent entry to or exit from the **home**.
5. Loss or damage caused by coastal or river erosion.
6. Loss or damage to ride on lawn mowers when they are not in use unless they were stored in a locked building at the **premises** at the time of loss or damage.
7. Damage to sports equipment whilst in use or loss or damage to hearing aids while **you** are in water.
8. Damage to guns caused by rusting or bursting of barrels.
9. Loss or damage to pedal cycles
 - a) while the pedal cycle is used for racing, pacemaking or while it is let out on hire,
 - b) if the pedal cycle is being used other than for private purposes,
 - c) if the **home** is left unattended unless the pedal cycle was securely locked to an immovable object or kept in a securely locked building,
 - d) if the pedal cycle is away from the **home** unless the pedal cycle was securely locked to an immovable object or kept in a securely locked building,
 - e) valued over £1,000 unless shown separately in the **schedule**.
10. Any amount over £10,000 for theft or disappearance from bags or baggage unless such bags or baggage were being carried by **you** and under **your** supervision.
11. Any amount over £5,000 for theft or disappearance from any vehicle that is left unattended but then only if any items that are left unattended were hidden out of view in the vehicles locked glove compartment or locked boot and forcible or violent entry was made to enter the vehicle.
12. Any amount over £25,000 for theft or disappearance of **watches** or **jewellery** from hotel or motel rooms during **your** absence from such rooms but then only if the items were kept locked in the hotel or motel room safe.
13. Loss or damage caused by theft or attempted theft to **boarder(s) contents**, students **contents** or **gap year student(s) personal possessions** unless forcible and violent entry was made to either enter or exit a locked room or building.
14. Loss caused by **you** not receiving goods or services that **you** have paid for.
15. Loss or damage which did not occur during the **period of insurance**.

SECTION TWO

CONTENTS (continued)

Settling your contents claims

This is how **we** deal with **your** claim.

Following insured loss or damage **we** will at **our** option decide whether to restore, repair or replace any items which are covered under the **contents** section. **We** may also make a cash settlement based on the replacement costs.

For total loss or destruction of any insured items **we** will pay **you** the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new and **you** have paid or **we** have authorised the cost of replacement.

If **we** restore or repair any item of **fine art and antiques, watches or jewellery** **we** will also pay for loss in value. If **we** make a cash settlement the amount will be based on the fair market value of the item on the day of the insured loss or damage.

For all insured loss and damage the most **we** will pay for any one item, pair or set is the amount shown in the **schedule** for individually specified items or the limits stated within this policy wording, unless shown separately in the **schedule**.

We will have the right to take possession, as salvage, of any item where **we** have paid **you** the full sum insured. If **you** recover any item where **we** have paid **your** claim **you** must notify **us** immediately so **we** may take possession of the item concerned.

If **we** recover any item **we** will write to **you** at **your** last known postal address and give **you** the opportunity to buy the item back from **us** within 60 days. **We** will decide whether to charge either

- a) the fair market value of the item at the time **you** buy it back, or
- b) the total amount **we** paid for **your** claim plus interest, loss adjusting expenses and the cost of recovering the item.

We will not reduce the sum insured under the **contents** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of restoring, repairing or replacing the **contents** at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim.

For example if **your** sum insured only covers one half of the cost restoring, repairing or replacing the **contents**, **we** will only pay one half of the cost to restore, repair or replace.

We will only apply this if **you** are under insured by more than 10%.

When **we** pay **your** claim **we** will deduct the amount of the **excess** as stated in the **schedule**.

We will not deduct the amount of the **excess** as stated in the **schedule** when **your** claim is for:-

- a) Fatal Injury,
- b) Fire Extinguishers,
- c) Freezer and Refrigerator contents,
- d) Hole In One,
- e) Nest Removal,
- f) Replacement Locks,
- g) Rewards,
- h) Loss or damage and the total amount payable by **us** to **you**, excluding fees and additional costs, exceeds £5,000, except:-
 - i) loss or damage where **we** have expressly applied an increased **excess** for the peril or item which is the subject of **your** claim, as shown in the **schedule**, or
 - ii) where **you** have requested a franchise **excess**, as shown in the **schedule**, or
 - iii) where **you** have requested a voluntary **excess**, as shown in the **schedule**

SECTION THREE

PART A - LEGAL LIABILITY TO THE PUBLIC

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

The most **we** will pay under Part A of this section for any one accident or series of accidents arising out of any one event is £5,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>h) arising from the Third Party Wall etc Act 1996</p> <p>(Exclusions continued over the page)</p>

SECTION THREE

PART A - LEGAL LIABILITY TO THE PUBLIC (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

	We will not indemnify you for any liability
	<p>i) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere • ride on lawn mowers used within the premises • electric wheelchairs and mobility scooters ii) any power-operated lift other than stairlifts iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs(Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation <p>j) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>k) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>l) if you are entitled to indemnity under any other insurance, including but not limited to any home or travel insurance, until such insurance(s) is exhausted</p>

SECTION THREE

PART B - COURT AWARDS

The following cover applies only if the **schedule** shows that **contents** are insured.

The most **we** will pay under Part B of this section for any one accident or series of accidents arising out of any one event is £2,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will pay for	We will not pay for
<p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none">• Part A (ii) of this section would have indemnified you had the award been made against you rather than to you• there is no appeal pending• you agree to allow us to enforce any right which we shall become entitled to upon making payment	

SECTION THREE

PART C - DEFECTIVE PREMISES ACT

The following cover applies only if the **schedule** shows that **buildings** are insured.

The most **we** will pay under Part C of this section for any one event is £5,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you
for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you	<ul style="list-style-type: none">a) for any liability if you are entitled to indemnity under any other insuranceb) for the cost of repairing any fault or alleged faultc) for any home previously owned and occupied by you in which you still hold legal title or have an interestd) for any incident which happens more than 7 years after the last day of insurance period in respect of any home previously insured by us and owned and occupied by youe) for anything owned by or the legal responsibility of your familyf) for injury, death, disease or illness of any of your family (other than your domestic employees who normally live with you)g) for liability arising from any employment, trade, professional or business of any of your familyh) for liability accepted by any of your family under any agreement, unless the liability would exist without this agreementi) for liability arising from the Third Party Wall etc Act 1996

SECTION THREE

PART D - ACCIDENTS TO DOMESTIC STAFF

The following cover applies only if the **schedule** shows that **contents** are insured.

The most **we** will pay under Part D of this section for any one accident or series of accidents arising out of any one event is £10,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

We will indemnify you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic staff** employed in connection with the **premises** shown in the **schedule**

WHAT IS NOT COVERED

We will not indemnify you

for **bodily injury** arising directly or indirectly

- a) from any vehicle
- b) from any vehicle used for racing, pacemaking or speed testing
- c) from any communicable disease or condition
- d) in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**
- e) from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

SECTION THREE

PART E - TENANTS LIABILITY

The following cover applies only if the **schedule** shows that **contents** are insured.

The most **we** will pay under Part E of this section for any one accident or series of accidents arising out of any one event is £2,000,000 plus the costs and expenses, which **we** have agreed to pay, unless shown differently in the **schedule**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you
for your legal liability for any amounts you become legally liable to pay to the owner of the buildings as a tenant under your tenancy agreement for loss or damage to the buildings caused by an incident which would be covered under the buildings section of this insurance policy, except the cover provided under "Additional Covers"	a) for the cost of maintenance or normal redecoration. b) for loss or damage while the home is unoccupied or unfurnished . c) under the tenancy agreement where you would not otherwise have been liable had the tenancy agreement not existed.

SECTION FOUR

Family Legal Protection Cover

The following cover applies only if the **schedule** shows that it is included.

Definitions Applicable to Section Four Only

The following words have these meanings wherever they appear in this section in **bold**:

Appointed representative

means the claim negotiator, or the lawyer or other suitably qualified person appointed by **us** to act on behalf of the **insured person** in accordance with **our** standard terms of appointment.

Costs and expenses

means all necessary and reasonable

- (a) Fees, costs, disbursements and expenses charged by the **appointed representative** and agreed by **us**;
 - (b) Opponents costs in civil cases where the **insured person** is ordered to pay them or where **we** agree to pay them;
- in pursuing the claim including the costs of any appeal or defending an appeal, provided the **insured person** tells **us** within the time limits and provided that **we** agree to the appeal.

Insured person

means **you** and any domestic partner and any family member permanently living with **you** provided that they have **your** permission to claim under this policy.

Legal proceedings

means a legal remedy for compensation, specific performance or an injunction.

Reasonable prospects

means that in respect of each claim there is always more than a 50% chance of the **insured person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **us** or the **appointed representative**.

We / us / our

means MSL Legal Expenses Limited.

You / your

means the policyholder shown in the **schedule**.

SECTION FOUR

Family Legal Protection Cover

This insurance is a contract between **us** and **you**. This is a claims made policy which means that for there to be a valid claim under the policy, all claims must be reported to **us** during the period of insurance.

We will, subject to the terms of this policy, provide **you** with the insurance set out in the policy in respect of claims reported to **us** during the period of insurance shown in the schedule and for any subsequent period for which **we** may accept a renewal premium.

You must ensure that all the information **you** have given to **us** is accurate to the best of **your** knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

You are entitled to cancel **your** policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the conditions section.

What is insured

We will provide the insurance in relation to the Insured Incidents described in this section of the policy, subject to what is not insured, the claims settlement provisions and conditions of this section of the policy, provided that:

- a) **reasonable prospects** exist for the duration of the claim.
- b) The claim is reported to **us**
 - i) during the period of insurance, and
 - ii) immediately after the **insured person** became aware of circumstances which may give rise to a claim.
 - iii) the **insured person** follows the advice provided to the **insured person** by **our** Claims and Advice Service.
 - iv) The **insured person** seeks and continues to follow the advice from **our** Claims and Advice Service.
 - v) during the course of any dispute from the date that the **insured person** became aware of the dispute and throughout the duration of the dispute the **insured person** keeps **us** up to date with all developments and the **insured person** follows and continues to follow the advice from **our** Claims and Advice Service.

We will not pay

- a) in respect of any one claim more than £100,000 and no more than £200,000 in total in any one period of insurance in respect of the aggregate total of all claims.
- b) any claim or incident which may lead to a claim which the **insured person** knew about or ought reasonably to have known about before the start of this policy.
- c) the first 10% of **costs and expenses** where the **insured person** chooses their own lawyer or other suitably qualified person in relation to a claim under this policy.

SECTION FOUR

Family Legal Protection Cover (continued)

INSURED INCIDENTS

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

Section four of this insurance covers the following	We will not pay
<p>1. Employment disputes we will pay the costs and expenses in relation to the pursuit of legal proceedings arising from or relating to an insured person's contract of employment as an employee.</p>	<p>a) any claim resulting from a grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this policy.</p> <p>b) any claim relating to disciplinary hearings or internal grievance procedures.</p> <p>c) the costs of any disputes relating to a settlement agreement.</p> <p>d) any dispute relating to a shareholding, partnership or directors contract.</p> <p>e) any claim relating to the Transfer of undertakings (Protection of Employment) Regulations (TuPE).</p> <p>f) any claim relating to franchise rights and agency rights.</p> <p>g) any claim relating to future contracts of employment.</p>
<p>2. Contract disputes we will pay the costs and expenses for the pursuit or defence of legal proceedings relating to an agreement or alleged agreement that an insured person has entered into in a personal capacity for the buying, selling or hiring in of any goods or services, provided that the amount in dispute is more than £250.</p>	<p>a) any claim relating to an insured person's previous or current trade, business, occupation or profession.</p> <p>b) any claim relating to any land or buildings other than your main home.</p> <p>c) any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.</p> <p>d) any claim in relation to construction, extension or conversion of any buildings where the contract value exceeds £5,000 including VAT.</p> <p>e) any claim relating to the settlement payable or the cover provided under an insurance policy.</p> <p>f) any claim relating to a loan, pension, investment or any other borrowing or financial instrument.</p> <p>g) any claim arising out of actual or alleged negligent advice, error or omission.</p>

SECTION FOUR

Family Legal Protection Cover (continued)

INSURED INCIDENTS

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section four of this insurance covers the following</p> <p>3. Personal injury we will pay the costs and expenses in relation to the pursuit of legal proceedings in respect of any incident causing bodily injury or death to an insured person, provided that the claim is the result of a sudden and specific incident.</p>	<p>We will not pay</p> <p>a) any claim which develops gradually unless it is the result of a sudden and specific event.</p> <p>b) any claim included in or excluded from Insured Incident 4 clinical and medical negligence as any claim should be made under that section.</p>
<p>4. Clinical and medical negligence we will pay the costs and expenses in relation to the pursuit of legal proceedings in respect of any clinical, medical or dental negligence causing bodily injury or death to an insured person.</p>	<p>any claim which develops gradually unless it is the result of a sudden and specific event.</p>
<p>5. Property disputes we will pay the costs and expenses for the pursuit or defence of legal proceedings relating to</p> <p>a) an incident, which causes or could cause physical damage to your main home, which is owned by you or for which you are legally responsible.</p> <p>b) any unlawful interference of your use or enjoyment or right of your main home and the land on which your main home is situated.</p> <p>c) the landlord's failure to maintain your main home.</p> <p>d) any claim arising out of actual or alleged negligent advice, error or omission.</p> <p>provided that</p> <p>i) the amount in dispute is more than £250.</p> <p>ii) your main home is situated in the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>a) any claim relating to an insured person's previous or current trade, business, occupation or profession.</p> <p>b) any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.</p> <p>c) any claim relating to planning.</p> <p>d) any claim where the insured person is the landlord of the home or is leasing, sub-letting or renting out part of the home.</p> <p>e) any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the home.</p> <p>f) any claim relating to subsidence, heave, landslip, mining or quarrying.</p>

SECTION FOUR

Family Legal Protection Cover (continued)

INSURED INCIDENTS

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section four of this insurance covers the following</p> <p>6. Tax protection we will pay the costs and expenses following an investigation by HM Revenue & Customs into your personal tax affairs.</p>	<p>We will not pay</p> <p>a) any claim relating to the tax affairs of a company or any claim if you are self employed, a sole trader or in a business partnership.</p> <p>b) any claim relating to a tax avoidance scheme.</p> <p>c) any claim involving an investigation by the Special Investigations unit of HM Revenue & Customs.</p>
<p>7. Jury service for each day that an insured person is required to attend jury service in the United Kingdom we will pay the actual loss of the salary or wages of an insured person for the time off work for jury service, provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.</p> <p>please note that the requirement for reasonable prospects to exist for the duration of the claim does not apply to this Insured Incident.</p>	<p>a) any claim where the date the insured person receives first notification of jury service or deferral of jury service is before the commencement of this policy.</p> <p>b) any claim where you are unable to prove your loss.</p>
<p>8. Legal defence we will pay the costs and expenses for defending an insured person's rights relating to any prosecution in a criminal court arising from the sale or supply of privately owned goods.</p> <p>please note that the requirement for reasonable prospects to exist for the duration of the claim does not apply to this Insured Incident.</p>	<p>a) any claim relating to an insured person's previous or current trade, business, occupation or profession.</p> <p>b) any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.</p>

SECTION FOUR

Family Legal Protection Cover (continued)

INSURED INCIDENTS

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section four of this insurance covers the following</p> <p>9. Identity theft we will provide an identity theft resolution service should an insured person become or feel they have become the victim of identity theft during the period of insurance. The identity theft resolution service will provide:</p> <ul style="list-style-type: none"> a) access to a private and confidential helpline (by ringing the Claims and Advice line number) should an insured person, regarding identity fraud, feel they have become the victim of identity theft. b) access to a personal identity theft adviser who will provide the insured person with specialist guidance and assist the insured person in resolving the identity fraud. <p>if an insured person becomes the victim of unlawful use of their personal identity as a result of theft or unauthorised use of their personal identity, we will pay:</p> <ul style="list-style-type: none"> 1) the costs and expenses to reinstate the insured person's identity 2) the costs and expenses to defend any dispute between the insured person and any other party as a consequence of identity theft. 3) any fees in relation to reapplying for any loan where an original loan application has to be resubmitted because of the identity theft relating to the insured person. <p>provided that the insured person</p> <ul style="list-style-type: none"> i) notifies the Police and their bank, mortgage lender or any company with whom they have a loan within 24 hours of discovery of the identity theft or attempted identity theft. ii) follows and continues to follow at all times the advice from our confidential helpline service. 	<p>We will not pay</p> <ul style="list-style-type: none"> a) any claim relating to an insured person's previous or current trade, business, occupation or profession. b) any identity theft committed by an insured person.

SECTION FOUR

Family Legal Protection Cover (continued)

INSURED INCIDENTS

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section four of this insurance covers the following</p> <p>10. Professional negligence we will pay the costs and expenses for the pursuit of legal proceedings relating to an agreement or alleged agreement that an insured person has entered into in a personal capacity with a solicitor, accountant, surveyor or architect, arising out of actual or alleged negligent advice, error or omission, provided that the amount in dispute is more than £250.</p>	<p>We will not pay</p> <ul style="list-style-type: none">a) any claim relating to an insured person's previous or current trade, business, occupation or profession.b) any claim relating to the settlement payable or the cover provided under an insurance policy.c) any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
<p>11. Court attendance for each day that an insured person is required to attend any court or tribunal at the request of an appointed representative we will pay the actual loss of the salary or wages of an insured person for the time off work, provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.</p> <p>Please note that the requirement for reasonable prospects to exist for the duration of the claim does not apply to this Insured Incident.</p>	<ul style="list-style-type: none">a) any loss incurred before you make a claim.b) any claim where you are unable to prove your loss.

SECTION FOUR

Family Legal Protection Cover (continued)

HELPLINE SERVICES

Legal advice service	Call 0161 603 2190
<p>We have provided you access to a confidential legal advice service for any personal legal problem based on UK law. This service is available 24 hours a day/365 days a year.</p> <p>To contact the Legal Advice Service, please telephone the number, select Option 1 and quote MSL/LAH/LLP.</p>	
Tax advice service	Call 0161 603 2190
<p>We have provided you access to a confidential telephone tax advice service for personal tax matters. This service is available 24 hours a day/365 days a year.</p> <p>To contact the Tax Advice Service, please telephone the number, select Option 2 and quote MSL/TAX/LLP.</p>	
Counselling helpline service	Call 0161 603 2190
<p>We have provided you access to a confidential counselling service available 24 hours a day/365 days a year. The service is provided by Care First in partnership with MSL Legal Expenses Limited.</p> <p>Care First counsellors are British Association for Counselling and Psychotherapy (BACP) accredited and professionally qualified to a minimum of BACP diploma level.</p> <p>The confidential counselling service can be used to discuss a wide range of concerns. Whether the issue is personal or work related, we will be able to assist you.</p> <p>To contact the Counselling Helpline please telephone the number, select Option 3 and quote MSL/CNS/LLP.</p>	
Medical information service	Call 0161 603 2190
<p>We have provided you access to a specialist non diagnostic and non prescriptive medical information service. The service also provides advice on a wide variety of other issues including, but not limited to immigration advice, benefits advice and housing advice as well as more general information.</p> <p>The service is available between 8am and 8pm Monday to Friday and is provided by Care First in partnership with MSL Legal Expenses Limited.</p> <p>To contact the Medical Information Service please telephone the number, select Option 6 and quote MSL/MIS/LLP</p>	
Domestic assistance helpline service	Call 0161 603 2190
<p>We have provided you access to a Domestic Assistance helpline service to help you arrange repairs if you have a domestic emergency in your property. We will arrange a contractor to assist you, but will not pay the contractors costs or call out fees. This service is available 24 hours a day, 365 days a year.</p> <p>To contact the Domestic Assistance Helpline Service, please telephone the number, select Option 4 and quote MSL/DAH/LLP</p>	
Identity theft helpline service	Call 0161 603 2190
<p>We have provided you access to a dedicated identity theft resolution helpline service 24 hours a day, 365 days a year to assist you if you believe you have become a victim of Identity Theft.</p> <p>If you believe you have been a victim of Identity Theft, please telephone the number, Select Option 5 and quote MSL/IDT/LLP.</p>	

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. By using these services you agree to us recording your call.

SECTION FOUR

Family Legal Protection Cover (continued)

EXCLUSIONS APPLICABLE TO SECTION FOUR OF THIS INSURANCE ONLY

We will not pay for the following:

1. **Prior claims**

Any claim or incident which may lead to a claim and which the **insured person** knew about or ought reasonably to have known about before the start of this policy.

2. **Prior costs and expenses**

Any costs incurred before a claim is made and any **costs and expenses**, which **we** do not authorise.

3. **Motor vehicles**

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **insured person**.

4. **Dishonesty, deliberate acts, violence and fraud**

Any claim

- a) Involving actual or alleged dishonesty or violence by the **insured person**;
- b) Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

5. **Judicial review, mediation and arbitration, marital and family disputes, intellectual property, libel and slander, share options, pensions, date change and mortgage lender**

Any claim directly or indirectly relating to or resulting from

- a) A judicial review.
- b) Mediation and arbitration.
- c) Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d) Copyright(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e) Libel or slander.
- f) Any share option or pension scheme or policy.
- g) Any device failing to recognise, interpret or process any date as its true calendar date.
- h) Any dispute arising between the **insured person** and any agent or mortgage lender.

6. **Bankruptcy, liquidation or receivership**

Any claim where the **insured person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **insured person's** affairs or property are in the care or control of a receiver or an administrator.

7. **Other insurance**

Any **costs and expenses**, which can be recovered by an **insured person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

8. **Fines and penalties**

For fines, damages other penalties or punitive damages, which the **insured person** is ordered to pay by a court or other authority.

9. **Disputes with us**

- a) Any claim against **us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies.
- b) Any dispute between **you** and any domestic partner or family members permanently living with **you**.

EXCLUSIONS APPLICABLE TO SECTION FOUR OF THIS INSURANCE ONLY (continued)

10. War risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

11. Radioactive contamination and pressure waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Territorial limits

Any claim

- a) Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- b) Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
- c) Where the **insured person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

CLAIM SETTLEMENT PROVISIONS UNDER SECTION FOUR OF THIS INSURANCE ONLY

1. Reasonable precautions

The **insured person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

2. When you must report a claim to us

The **insured person** must tell **us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **our** in house claims negotiators and, if appropriate and if **reasonable prospects** exist and the claim is reported to **us** immediately after the **insured person** becomes aware of circumstances which may give rise to a claim, **we** will then instruct an **appointed representative** to handle the claim on behalf of the **insured person**. If there is a dispute as to whether **reasonable prospects** exist, **we** may require the **insured person**, at the **insured person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **insured person** if Counsel's opinion clearly shows that there are merits in proceeding.

4. Conduct of the claim

(a) We will be entitled

- i) To have direct contact with the **appointed representative**;
- ii) To take over and conduct in the **insured person's** name any claim or **legal proceedings** at anytime and negotiate any claim on behalf of the **insured person**;
- iii) To refuse to accept a claim or continue with a claim where the **insured person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **us** or the **appointed representative**.

SECTION FOUR

Family Legal Protection Cover (continued)

CLAIM SETTLEMENT PROVISIONS UNDER SECTION FOUR OF THIS INSURANCE ONLY (continued)

*(b) What the **insured person** must do*

- i) Provide, at the **insured person's** own expense, the **appointed representative** and **us** with any proof, evidence, certificates and assistance as **we** may reasonably ask for in connection with the claim, including proof as to whether **reasonable prospects** exist;
- ii) Cooperate fully with the **appointed representative** and **us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- iii) Take all reasonable steps to recover **costs and expenses** and to minimise the amount payable under this policy;
- iv) Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- v) Notify **us** and the **appointed representative** immediately of any offer to settle a claim and of any payments into court;
- vi) Tell the **appointed representative** to have **costs and expenses** taxed, assessed and audited if **we** request.

*(c) What the **insured person** must not do*

- i) Withdraw from any claim or **legal proceedings** or withdraw instructions from **us** without **our** consent or the consent of the **appointed representative**;
- ii) Pursue a claim in any way against the advice or Instructions from **us** or the **appointed representative**;
- iii) Incur any **costs and expenses** without **our** consent or the consent of the **appointed representative**;
- iv) Agree to settle any claim on any basis or reject any offer to settle a claim, without **our** consent or the consent of the **appointed representative**.

Please Note

We will be entitled to be reimbursed by the **insured person** for any **costs and expenses** previously agreed or paid to or on behalf of the **insured person** if the **insured person** breaches any of the conditions in (b) and (c) above.

5. **Payment instead of pursuing or defending a claim**

At any time **we** will be entitled to pay the reasonable amount of damages claimed if in **our** opinion this would be a more economic solution.

6. **Legal proceedings**

Any **legal proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. **Choice of appointed representative**

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **insured person** be entitled to choose their own lawyer for **us** to instruct as the **appointed representative** to handle the claim. If there is any dispute about the choice of lawyer **we** will ask the president of the relevant national law society to choose a suitable qualified lawyer. Where the **insured person** chooses their own lawyer or other suitably qualified person, **we** will not pay the first 10% of any **costs and expenses** charged by the **insured person's** own lawyer or other suitably qualified person.

SECTION FOUR

Family Legal Protection Cover (continued)

CONDITIONS APPLICABLE TO SECTION FOUR OF THIS INSURANCE ONLY

1. **Observance of terms**

Anyone making a claim under this Policy must have **your** permission and observe the terms under this policy

2. **Cancellation**

You may cancel this policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **you** may cancel the policy at any time however no refund of premium will be available. If **you** cancel the policy **you** must contact **your** insurance adviser.

We may cancel this policy at any time provided that **we** give **you** 14 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **you** in relation to any other claim under the policy. Where **we** cancel this policy no refund of premium will be available. If **we** cancel the policy **we** will write to **you** at **your** address shown in **our** records.

3. **Arbitration**

Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. **New rules**

If during the period of insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **our** or **your** material detriment, **we** reserve the right to amend this policy to deal appropriately (fairly to both **you** and **us**) with such changes. In those circumstances **we** will issue an endorsement to this policy notifying **you** within 21 days of the proposed changes by sending to **you** details of those changes to **your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

5. **Third party rights**

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

6. **Waiver**

If **we** or any **insured person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. **Recoveries**

We reserve the right, at **our** own expense, to take proceedings in the name of the **insured person** to recover any payment made under this policy. If an **insured person** recovers **costs and expenses** previously paid under this policy such **costs and expenses** must be immediately repaid to **us**.

8. **Governing law**

This policy is subject to the law applicable to **your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

9. **Assignment**

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** without **our** prior written consent.

SECTION FOUR

Family Legal Protection Cover (continued)

DATA PROTECTION

We take the Data Protection Act seriously and set out below how **we** will look after the information **you** give **us**.

We will only use the information **you** give **us** for legal purposes and will keep it safe.

We will not pass **your** information on to others or outside the EU unless **we** are obliged to do so for legal or regulatory purposes or for purposes directly related to **you** as a customer.

These may include

- Servicing **your** policies or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about **you** from credit reference agencies (the agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud.
- To check **your** identity and prevent money laundering.

Under the Act **you** can request to see what data **we** hold on **you**, though there may be a charge for this service.

Finally

- **We** may send **you** information by letter, email or phone about **our** other products and services that may be of interest or to carry out research. **You** can opt out of this if **you** wish. Please tell **us** anytime if **you** wish to do so.
- Be assured **we** will not give **your** information to others for them to use in their marketing.

Under this section **we/us/our** includes Financial & Legal Insurance Company Limited and MSL Group of Companies (MSL Vehicle Rental Limited, MSL Vehicle Solutions Limited and MSL Medical Reporting).

SECTION FOUR

Family Legal Protection Cover (continued)

HOW TO MAKE A CLAIM AND ADVICE SERVICE 0161 495 4490 SECTION FOUR OF THIS INSURANCE POLICY ONLY

If **you** need to contact **us** or need to make a claim **you** can call **us** on the above number, email **us** at info@msl.co.uk or write to the Claims Department, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the policy **we** will then send the **insured person** a claim form for completion and return to **us**.

If the claim is reported to **us** during the period of insurance and is accepted and **reasonable prospects** exist, the claim will be handled by **our** specialist claims unit or **we** will instruct an **appointed representative** or other suitably qualified representatives to act on behalf of the **insured person**.

Please note that:

- Any costs incurred before a claim is made and any costs, which **we** do not authorise are not insured by this policy.
- Under this policy there must be **reasonable prospects** for any claim to proceed. This does not apply to Insured Incident 7. Jury Service, 8. Legal Defence and 11. Court Attendance
- If there is any conflict of interest or if court proceedings are to be issued only then will the **insured person** be entitled to choose their own lawyer.

HOW TO MAKE A COMPLAINT UNDER SECTION FOUR OF THIS INSURANCE POLICY ONLY

Our aim is to provide a first class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a complaint about the sale of this policy, please contact **your** insurance adviser.

If **you** feel that **we** have let **you** down and **you** wish to raise a complaint, please contact **us** by telephone on 0161 492 5812, by email to complaints@financialandlegal.co.uk or in writing to MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the certificate number on **your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **you**. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **we** will write to **you** and let **you** know what further action **we** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **your** right to take legal action.

SECTION FOUR

Family Legal Protection Cover (continued)

FINANCIAL SERVICES COMPENSATION SCHEME

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this policy an **insured person** may be entitled to compensation from the Compensation Scheme.

Please read this section of the policy carefully and keep it in a safe place

The insurance provided by Section Four of this insurance policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW Fax 0845 301 2120. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.



Vasek Insurance- 30-34 Hounds Gate Nottingham, NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

www.vasek.co.uk

Vasek Insurance is the trading name of Vasek Insurance Services Limited,
who are authorised and regulated by the Financial Conduct Authority.

Our Firm Reference Number is 309354

Registered in England and Wales. Reg No. 3620776

Registered address Lygon House 50 London Road Bromley BR1 3RA

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