



**Hiscox 606 Home Insurance**  
Policy wording



Home claims - in the first instance you should refer to your broker or insurance agent, otherwise contact Hiscox on:

**0845 213 8776**

For all home related claims enquiries

Approved services

**0845 213 8777**

Access to additional products and services at specially negotiated rates

Security services

**020 7448 6032**

Providing travel security information, emergency response and ID fraud advice

Domestic helpline

**0800 731 3639**

For 24 hour access to plumbers, roofers, cleaners and other emergency contractors

Travel helpline

**0870 473 0020**

For 24 hour medical emergency assistance when travelling abroad

Counselling helpline

**0117 934 2121**

Confidential counselling service over the phone, provided by DAS Legal Expenses Insurance Company Limited

Additional helplines

**0800 731 3548**

Access to free legal, tax and health advice, as well as veterinary and childcare services, provided by DAS Legal Expenses Insurance Company Limited

Customer services

**0845 213 8777**

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## Introduction

I am delighted that you have chosen Hiscox to protect your personal assets.

We take our responsibility as the insurer of your house, contents, valuables or collections extremely seriously. I hope for both our sakes that you do not have a loss, but if you do, I want you to feel that we are there with all our energy to make you whole again.

If you ever find any part of our service less than satisfactory, please do not hesitate to get in touch with me personally.

A handwritten signature in black ink that reads "Robert Hiscox". The signature is written in a cursive, flowing style.

**Robert Hiscox**  
Chairman

## General terms which apply to the whole of this insurance

Please read this insurance document, together with any **endorsements** and the **schedule**, very carefully. If anything is incorrect, please return it immediately.

**We** will provide this insurance in return for the premium **you** have agreed to pay.

### Definitions

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

### Act of terrorism

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

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

### Amount insured

The most **we** will pay as shown in the **schedule**. Unless **we** say otherwise, the amount applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

### Bank cards

Credit, debit, charge, cheque, bank or cash point cards.

### Buildings

Any permanent structure used for domestic purposes within the grounds of **your home** including:

- **fixtures and fittings;**
- domestic fixed fuel tanks;
- **outbuildings;**
- underground service pipes and cables, sewers and drains;
- radio and television aerials, satellite dishes, their fittings and masts;

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

**We** do not include within **buildings**:

1. any structure, or part of a structure, used for any business activity other than **home office business** or **incidental farming** carried out by **you** or on **your** behalf;
2. any plant or tree, other than hedges (the cover for **your** garden in Section 1 includes cover for plants and trees);
3. land or water.

### Contents

Household goods, clothing and personal property (including the personal property of permanent members of **your** household in full-time education while they are studying away from home), radio and television aerials, satellite dishes, their fittings and masts all of which belong to **you** or for which **you** are legally responsible.

**We** do not include within **contents**:

1. any item used for any business activity, other than office equipment and supplies used in the **home**;
2. vehicles licensed for road use, and their keys and accessories;
3. any other motorised vehicles, and their keys and accessories, other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs;
4. caravans and their accessories;
5. trailers, other than trailers and non-motorised horseboxes up to 15 feet or 4.5 metres in length;
6. watercraft and their accessories, other than surfboards, sailboards and rowing boats and dinghies up to 12 feet or 3.6 metres in length;
7. aircraft;

## General terms which apply to the whole of this insurance continued

8. **money** or **bank cards** (**money** and **bank cards** are covered separately in Section 2 – Contents, fine art and valuables);
9. electronic data other than **your** personal digital data, music, video and photographs stored on **your** personal computer;
10. any animal, plant or tree (the cover for **your** garden in section 2 – Contents, fine art and valuables includes cover for plants and trees);
11. land or water.

<b>Domestic duties</b>	Those duties relating to <b>your home</b> and gardens. <b>Domestic duties</b> does not include the duties of those who are employed to provide care for <b>you</b> .
<b>Domestic employees</b>	Any person working for <b>you</b> in connection with <b>domestic duties</b> or <b>incidental farming</b> duties who is: <ol style="list-style-type: none"> <li>1. employed by <b>you</b> under a contract of service, or</li> <li>2. self-employed and working on a labour only basis under <b>your</b> control or supervision.</li> </ol>
<b>Endorsement</b>	A change to the terms of the <b>policy</b> agreed by <b>us</b> in writing.
<b>Excess</b>	The amount for which <b>you</b> are responsible as the first part of each agreed claim.
<b>Fine art</b>	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including: <ul style="list-style-type: none"> <li>• furniture;</li> <li>• paintings, drawings, etchings, prints and photographs;</li> <li>• tapestries and rugs;</li> <li>• manuscripts;</li> <li>• porcelain and sculpture;</li> <li>• stamps or coins forming part of a collection;</li> <li>• gold, silver, and gold- and silver-plated items;</li> <li>• clocks and barometers;</li> </ul> all of which belong to <b>you</b> or for which <b>you</b> are responsible. <b>We</b> do not include <b>valuables</b> within <b>fine art</b> . <b>We</b> do not cover <b>fine art</b> which is business property.
<b>Fixtures and fittings</b>	All items that are fixed to and form part of the structure of <b>your home</b> including: <ul style="list-style-type: none"> <li>• decorations including wall paper, murals and stencilling;</li> <li>• bathroom suites;</li> <li>• fitted kitchens;</li> <li>• flooring.</li> </ul>
<b>Home</b>	The house or flat at the address shown in <b>your schedule</b> , including the <b>outbuildings</b> and garages used for domestic purposes at the same address.
<b>Home office business</b>	Office work carried out in <b>your home</b> by <b>you</b> or <b>your</b> employees, provided that <b>you</b> do not employ more than five people for that work.
<b>Incidental farming</b>	Farming, including livery (looking after horses), carried out by <b>you</b> on a part-time basis at the address shown in the <b>schedule</b> , as long as any people <b>you</b> employ for this purpose do not work more than 1,000 hours between them during the <b>period of insurance</b> .
<b>Money</b>	Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings stamps and certificates, premium bonds or other negotiable documents.

## General terms which apply to the whole of this insurance continued

<b>Outbuildings</b>	Any permanent structure used for domestic purposes within the grounds of <b>your home</b> which is not attached to the main building, greenhouses, garages used for domestic purposes, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences all at the address shown in the <b>schedule</b> and which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Outdoor items</b>	Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the <b>schedule</b> .
<b>Policy</b>	This insurance document and the <b>schedule</b> , including any <b>endorsements</b> .
<b>Schedule</b>	The document showing <b>your</b> name, <b>your</b> address and <b>your</b> insurance details that <b>we</b> sent <b>you</b> when <b>we</b> accepted this insurance or following any subsequent amendment to <b>your</b> cover, whichever is the more recent.
<b>Tenant's improvements</b>	Improvements <b>you</b> have made to the <b>fixtures and fittings</b> (including decorations) and any radio and television aerials, satellite dishes and their fittings and masts that belong to <b>you</b> or for which <b>you</b> are legally responsible. This applies where <b>you</b> do not own or are not responsible for insuring the buildings.
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
<b>Unoccupied</b>	The <b>home</b> has not been lived in for 60 days in a row, or does not have enough furniture to be lived in normally.
<b>Valuables</b>	Jewellery, gemstones, watches, furs and guns, which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>We, us, our</b>	The insurer named in the <b>schedule</b> .
<b>You, your</b>	For Sections 1, 2, 3, 5 and 6 the person named as the insured in the <b>schedule</b> and all permanent members of that person's household including <b>domestic employees</b> who live in the <b>home</b> . For Section 4 <b>you, your</b> means only those people named in the <b>schedule</b> for travel cover.

**General terms which apply to the whole of this insurance** continued

<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any extra conditions are shown in the sections to which they apply.
Information	In deciding to accept this insurance and in setting the terms, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must make sure that all information is accurate and that <b>you</b> have not withheld any facts that might have influenced <b>our</b> decision. If <b>you</b> are in any doubt, <b>you</b> should speak to <b>us</b> or <b>your</b> insurance agent.
Change in circumstances	<b>You</b> must tell <b>us</b> about any change in circumstances which occurs before or during the <b>period of insurance</b> and which may affect this insurance. <b>We</b> may then amend the terms of this policy. If <b>you</b> are in any doubt, <b>you</b> should speak to <b>us</b> or <b>your</b> insurance agent.
Non-disclosure, misrepresentation and false claims	If <b>you</b> have not told <b>us</b> about or have misrepresented any facts or circumstances which might affect <b>our</b> decision to provide insurance or the terms of that insurance, or <b>you</b> have made a false claim, <b>we</b> can refuse to pay a claim or <b>we</b> can treat this insurance as though it had never existed.
Unoccupied home	<b>You</b> must tell <b>us</b> if <b>your home</b> is, or is likely to be, <b>unoccupied</b> . <b>We</b> may then amend the terms of this <b>policy</b> .
Building works	If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the <b>buildings</b> and the estimated cost is more than £50,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may then amend the terms of this <b>policy</b> . If <b>you</b> do not tell <b>us</b> about such work, <b>we</b> will not have to pay any claim caused by or resulting from the building works. <b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.
Premium payment	<b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.
Correct amounts insured	When accepting this insurance, <b>we</b> expect that the <b>amounts insured</b> will represent the full value of the property insured. <ol style="list-style-type: none"> <li>1. For <b>buildings</b>, the full value is the estimated cost of rebuilding if the <b>buildings</b> were destroyed (this is not the same as the market value), including VAT but not including fees and extra expenses. <b>We</b> allow 25% of the cost of repairs for fees and extra expenses.</li> <li>2. For <b>tenant's improvements</b>, the full value is the cost to repair or replace as new.</li> <li>3. For <b>contents</b>, the full value is the current cost as new.</li> <li>4. For <b>fine art</b> and <b>valuables</b> that are not listed individually in a specification, the full value is the replacement cost or current market value, whichever is the greater.</li> </ol> Indexation: <b>We</b> will adjust the <b>amount insured</b> for <b>buildings, contents, fine art</b> and <b>valuables</b> each month according to an appropriate index. <b>We</b> will not increase <b>your</b> premium for this during the <b>period of insurance</b> . However <b>you</b> should check <b>your amounts insured</b> when <b>you</b> renew <b>your policy</b> , to make sure that they reflect the full value.
Reasonable care	<b>You</b> must take reasonable steps: <ol style="list-style-type: none"> <li>1. to protect the property insured under this <b>policy</b> and to keep it in good condition and repair;</li> <li>2. to prevent accident or injury.</li> </ol> If <b>you</b> do not, <b>we</b> will not have to pay any related claim.
Cancellation	<b>You</b> may cancel this <b>policy</b> by writing to <b>us</b> : <ol style="list-style-type: none"> <li>1. within 15 days from the start of this insurance (plus postage time) and receive a full premium refund, or</li> </ol>

## General terms which apply to the whole of this insurance continued

- at any time after the first 15 days from the start of this insurance and **we** will return any premium **you** have paid for any **period of insurance** left provided **you** have not made a claim.

**We** may cancel this **policy** by sending **you** 30 days' notice by recorded post to **your** correspondence address shown in the **schedule**. **We** will return any premium **you** have paid for any **period of insurance** left.

However, **we** will not return any premium if the amount is less than the minimum refund shown in the **schedule**.

If **you** pay the premium by instalments and an instalment remains unpaid after 15 days, **we** may cancel this **policy** from the date the last instalment was due.

### Third parties

**You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

### Joint insureds

The most **we** will pay is the relevant **amount insured**.

If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

### Governing law

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

**General terms which apply to the whole of this insurance** continued**What to do when a loss occurs**

The following claims conditions apply to the whole of this **policy** except Section 6 – Family legal protection. What to do when **you** have a claim under Section 6 is set out in that section. **You** should refer to the relevant cover section for details of how **your** claim will be settled.

## How to make a claim

**You** must tell **us** or **your** insurance agent as soon as possible about any incident which **you** may need to claim for under this **policy**. If **you** do not, **we** will not have to pay **your** claim. If **you** think a crime has been committed, **you** must also tell the police and obtain a crime reference number from them.

**You** must prove the loss or damage has happened and give **us** all the cooperation **we** need.

## Temporary emergency repairs

If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done immediately. Keep the bills because they may form part of **your** claim.

If **you** would like assistance, please call **our** 24-hour emergency helpline on 0800 731 3639.

Before any other repair work begins **we** have the right to inspect the damaged property.

**We** will tell **you** if **we** want to do this.

## Injury to someone or damage to their property

If someone is holding **you** responsible for injury or damage, **you** must immediately send to **us** or **your** insurance agent every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay **your** claim.

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

## Recovering a loss payment

**We** may pursue, in **your** name but at **our** expense, recovery of amounts **we** may become liable to pay under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

**Our claims promise**

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

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

## General terms which apply to the whole of this insurance continued

**General exclusions** The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

1. Loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by **domestic employees**.
2. Loss, damage, costs or expenses arising directly or indirectly from:
  - a. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent; or
  - b. any failure in the supply of gas, water, electricity or telephone service to **your home**; and caused by or resulting from an **act of terrorism**.
3. **Your** liability arising out of transmission of a computer virus.
4. Loss or distortion of information resulting from computer error or malfunction or computer virus.
5. Loss of, or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
6. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
7. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
8. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
9. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any excess above the amount that would be covered under the other insurance.

## Section 1: Buildings and tenant's improvements

Please read **your schedule** to see if the **buildings** or **tenant's improvements** are covered.

The general terms all apply to this section.

If **you** need to make a claim refer to 'what to do when a loss occurs' within general terms.

### What is covered

**We** will insure the **buildings** or **tenant's improvements** up to the **amount insured** against physical loss or physical damage which happens during the **period of insurance** provided that such loss or damage is not excluded under either this section or the general exclusions.

**We** will pay the cost of rebuilding or repairing the damaged **building**. **We** will normally expect **you** to have repairs carried out, but if **you** and **we** agree that it is not reasonable to do this, **we** will pay **you** an amount which we both consider fair. For **tenant's improvements** **we** will decide whether **we** repair or replace the damaged parts.

The most **we** will pay is the **amount insured**.

### Extended replacement cost

This does not apply to Grade I, II\* or Grade A listed buildings.

If **you** have had a buildings valuation carried out on **your home** within the last five years by a valuer approved by **us** and the **amount insured** reflects this valuation, the **buildings** are insured on an extended replacement cost basis. This means that **we** will pay the full cost of rebuilding or repairing any damage, even if it is more than the **amount insured**. **We** will only do this if **you** tell **us** about any additions, alterations or improvements **you** have made to the **buildings** since the valuation was carried out and **you** amend the **amount insured** to reflect the work.

### Other cover

A. The following covers apply automatically if the **buildings** are covered under this section. The exclusions under this section and the general exclusions will also apply.

Fees and extra expenses **We** will pay the reasonable and necessary fees and extra expenses involved in rebuilding or repairing the **buildings** following physical loss or physical damage. This means:

1. Fees to architects, surveyors and consulting engineers.
2. The cost of clearing the site and making the **buildings** safe.
3. The cost of doing anything required by any government or local authority, but only if:
  - a. **you** received notice of the requirement after the damage happened, and
  - b. the **buildings** were originally built according to any government and local authority regulations in force at that time.

The most **we** will pay in total for each incident of loss is an amount equal to 25% of the insured cost of repairs to the **buildings**. **We** do not include the cost of preparing a claim within this cover.

### Buying a new home

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

### Selling your home

If **you** are selling the **buildings** covered under this section, **we** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time the sale is complete, but only within the **period of insurance**. However, **we** will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance.

## Section 1: Buildings and tenant's improvements continued

- B. **We** will also include the following covers. However, these additional covers do not apply in respect of 'Selling your home' or premises insured under 'Buying a new home'.
- Alternative accommodation **We** will cover **your** reasonable and necessary costs for alternative accommodation, which **we** have agreed to in advance, while **your home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. This includes accommodation for **your** domestic pets and horses. **We** will not pay for alternative accommodation for more than three years.
- Carpets, curtains and appliances If **your home** is rented out unfurnished, **we** will also insure **your** carpets, curtains and domestic appliances under this section against physical loss and physical damage occurring during the **period of insurance**, provided they are not insured elsewhere. **We** will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. The most **we** will pay in total for each incident of loss is £5,000.
- Finding a leak **We** will pay the costs incurred to find and access the point of escape of:
1. a domestic heating fuel leak within **your home**, or a water leak from **your** permanent internal plumbing or heating system, which is likely to cause insured damage to the **buildings, contents or fine art**;
  2. a water leak from the underground service pipes for which **you** are legally responsible outside the **home** but at the address shown in the **schedule**.
- The leak must happen during the **period of insurance**. The most **we** will pay is the **amount insured** for the **buildings**, but not more than £15,000 for a water leak outside the home.
- Garden **We** will pay to restore **your** garden only if it is damaged during the **period of insurance** by:
1. fire;
  2. lightning;
  3. collision or impact; or
  4. theft or vandalism .
- We** will not pay more than £1,000 to remove or replace any one tree, shrub or plant. The most **we** will pay in total during the **period of insurance** is 5% of the **buildings amount insured**, unless a higher amount is shown in the **schedule**.
- Rent owed to you **We** will pay for rent which **you** cannot recover as landlord while **your home** cannot be lived in because of loss or damage for which **we** have agreed to pay under this section. **We** will not pay rent for more than three years.
- Replacement locks If the keys to external doors, windows, safes and alarms of **your home** are lost or stolen during the **period of insurance**, **we** will pay the cost of replacing the locks up to the **amount insured** for **buildings**. This cover is not subject to an **excess**.

## Section 1: Buildings and tenant's improvements continued

**What is not covered** The following extra exclusions apply to the whole of this section.

- We** do not cover the following.
1. Loss or damage caused by:
    - a. wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
    - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by frost damage to or water leaking from fixed water tanks, apparatus and pipes;
    - c. chewing, scratching, tearing, denting, vomiting or fouling by **your** pets;
    - d. demolition, alteration, repair, or any similar work on the **buildings**;
    - e. pollution or contamination; or
    - f. anything which happens gradually, including smoke and rising damp.
  2. Misuse, faulty workmanship or design, or the use of faulty materials.
  3. The cost of maintenance or routine redecoration.
  4. Mechanical or electrical faults or breakdown.
  5. Loss or damage caused by storm or flood to gates, hedges or fences.
  6. Loss or damage caused by water leaking from:
    - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
    - b. swimming pools.
  7. Loss or damage caused by subsidence, ground heave or landslip:
    - a. to domestic tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time; or
    - b. to solid floors unless the load bearing walls are physically damaged at the same time.
  8. Loss or damage caused by coastal or river erosion.
  9. Loss or damage while the **home** does not have enough furniture to be lived in normally, unless the damage is caused by fire, lightning or explosion.
  10. The amount of the **excess**. However, this exclusion does not apply to:
    - a. the cover for replacement locks; or
    - b. any claim **we** have agreed to pay which is more than £25,000 and which is not subject to any compulsory **excess** shown in the **schedule**.

## Section 2: Contents, fine art and valuables

Please read **your schedule** to see if the **contents**, **fine art**, and **valuables** are covered.

If **your schedule** says that **tenant's improvements** are covered, please refer to Section 1 for details of the cover.

The general terms all apply to this section.

If **you** need to make a claim refer to 'what to do when a loss occurs' within general terms.

### What is covered

**We** will insure the **contents**, **fine art** and **valuables** up to the **amount insured** against physical loss or physical damage which happens anywhere in the world during the **period of insurance** provided that such loss or damage is not excluded under this section or the general exclusions.

### Contents

**We** will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not deduct any amount for wear and tear.

#### *Specific limits*

For a covered loss to the following types of **contents**, **we** will not pay more than the amounts shown, unless a higher amount is shown in the **schedule**. These special limits do not increase the amount of coverage on **your contents** or on any item covered elsewhere in this **policy**. The most **we** will pay for:

1. **valuables**, gold, silver, and gold- and silver-plated items is £5,000 in total for each incident of loss.
2. **outdoor items** is 10% of the **contents amount insured** in total for each incident of loss.
3. rowing boats, dinghies and sailboards is £5,000 in total for each incident of loss.
4. trailers and non-motorised horseboxes is £5,000 in total for each incident of loss.
5. quad bikes, motorbikes and golf buggies is £7,500 in total for each incident of loss.
6. retrieving **your** personal digital data from **your** computer is £2,500 in total for each incident of loss.
7. replacing **your** personal digital music, video and photographs from **your** computer is £2,500 in total for each incident of loss.
8. Home office supplies is £10,000 in total for each incident of loss.

### Fine art and valuables

Items, pairs and sets worth more than £25,000 each for **fine art** and more than £15,000 each for **valuables** must be specified individually.

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the increased value.

1. *For specified items individually listed in a specification held by **us** or **your** insurance agent*

For **fine art**, if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item.

For **valuables**, if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the value of the damaged item.

If **we** repair a damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the value shown for that item in the specification.

If the item is lost or destroyed, **we** will pay the value shown for that item in the specification. However, if **you** have had a professional valuation carried out on **your valuables** within the last three years and the values in the specification reflect this valuation, the **valuables** are insured on an increased value basis. This means that **we** will pay the value of the item at the time of loss even if it is more than the value shown for that item in the specification. In no event will **we** pay more than the total amount of all the values shown in the specification held by **us** or **your** insurance agent.

## Section 2: Contents, fine art and valuables continued

### 2. For unspecified items not individually listed in a specification but included within the **amount insured** for **fine art** or **valuables**

**We** will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement **we** will pay the market value of the item on the date of loss. If **we** repair it, **we** will also pay for any loss in value.

The most **we** will pay for any one item, pair or set is:

- £25,000 for **fine art**
- £15,000 for **valuables**

The most **we** will pay in total for each incident of loss is the **amount insured**.

Full payment If **we** pay the full **amount insured** for an item, pair or set, **we** will then have the right to take possession of it.

Recovered property If **we** recover any of **your** property after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** can buy it back from **us** within 60 days. **We** will charge:

1. the amount **we** paid for **your** claim plus interest and loss adjustment and recovery expenses; or
  2. the fair market value of the item at the time **we** recover it;
- whichever is less.

### Other cover

The following covers apply automatically if the **contents** are covered. The amounts shown below are in addition to the **amount insured** for **contents**. The exclusions under this section and the general exclusions will also apply.

Acquired disability **We** will pay up to £50,000 towards the cost of reasonable and necessary alterations to the **home** to enable **you** to live there unassisted if **you** have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the **period of insurance**.

**We** will only do this if:

1. **we** agree to the alterations and **our** contribution towards them before the alterations are carried out; and
2. **you** allow a medical adviser chosen by **us** to examine **you** and to see all medical records, if **we** consider it necessary.

For the purpose of this extension:

- a. the definition of '**you**' does not include **domestic employees** who live in the **home**;
- b. permanently physically disabled means:
  - i. that **you** have permanently lost all use of a complete arm, hand, foot or leg; or
  - ii. that **you** are registered blind.

Alternative accommodation **We** will cover **your** reasonable and necessary costs for alternative accommodation which **we** have agreed to in advance, while **your home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. This includes accommodation for **your** domestic pets and horses. **We** will not pay for alternative accommodation for more than three years.

Book debts **We** will pay **you** up to £10,000 for amounts owed to **you** which **you** are unable to recover as a direct result of physical loss of or physical damage to **your home office business** accounts records during the **period of insurance**, provided the loss or damage is covered under this section.

Business records If **your home office business** records and electronic data are lost or damaged as a result of physical loss or physical damage covered under this section, **we** will pay up to £10,000 for the reasonable and necessary cost of reconstituting the data **you** need to continue **your** business. In no event will **we** pay for the value to **you** of the lost information.

## Section 2: Contents, fine art and valuables continued

Death of the artist	<p><b>We</b> will automatically increase the insured value of any item listed in the specification for <b>fine art</b> by up to 100% if the artist dies during the <b>period of insurance</b>. <b>We</b> will only do this for the six months immediately following the death of that artist and provided <b>you</b> can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. <b>You</b> must be able to prove the increased value if <b>you</b> make a claim for that item. The most <b>we</b> will pay under this extension is an extra £100,000 in total during the <b>period of insurance</b>.</p> <p>If <b>you</b> are unable to provide a professional valuation or purchase receipt and proof of increased value then this extension will not apply.</p>
Defective title	<p>If, during the <b>period of insurance</b>, someone claims that an item of specified <b>fine art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> paid for it, or the value shown in the specification if this is less. <b>We</b> will only do this if:</p> <ol style="list-style-type: none"><li>1. <b>you</b> bought the item during the period that the <b>fine art</b> has been insured with <b>us</b>;</li><li>2. <b>you</b> tell <b>us</b> about the claim during the <b>period of insurance</b>; and</li><li>3. <b>you</b> made reasonable enquiries about the item's provenance before <b>you</b> bought it.</li></ol> <p>The most <b>we</b> will pay under this extension for the <b>period of insurance</b> is 10% of the total <b>amount insured</b> for <b>fine art</b>, but in any case not more than £25,000.</p> <p>This extension does not apply to any items <b>you</b> inherited or that were given to <b>you</b>.</p>
Domestic heating fuel and metered water	<p><b>We</b> will pay up to the <b>amount insured</b> for <b>contents</b> for any accidental loss of:</p> <ol style="list-style-type: none"><li>1. domestic heating fuel from <b>your</b> fixed heating fuel tank;</li><li>2. metered water;</li></ol> <p>occurring during the <b>period of insurance</b>.</p> <p><b>We</b> will not pay for loss of metered gas.</p>
Freezer contents	<p><b>We</b> will pay up to the <b>amount insured</b> for <b>contents</b> for the costs involved in replacing the contents of <b>your</b> freezer or refrigerator as a result of damage covered under this section. This cover is not subject to an <b>excess</b>.</p>
Garden	<p><b>We</b> will pay to restore <b>your</b> garden only if it is damaged during the <b>period of insurance</b> by:</p> <ol style="list-style-type: none"><li>1. fire;</li><li>2. lightning;</li><li>3. collision or impact; or</li><li>4. theft or vandalism .</li></ol> <p><b>We</b> will not pay more than £1,000 to remove or replace any one tree, shrub or plant. The most <b>we</b> will pay in total during the <b>period of insurance</b> is 5% of the <b>contents amount insured</b>, unless a higher amount is shown in the <b>schedule</b>.</p> <p><b>We</b> will not pay for trees, shrubs and plants under this section if <b>we</b> pay to restore <b>your</b> garden under Section 1 of this <b>policy</b> as a result of the same incident.</p>
Hole in one	<p><b>We</b> will pay <b>you</b> up to £500 towards the cost of celebrating <b>your</b> 'hole in one' during an official golf competition round during the <b>period of insurance</b>.</p> <p><b>We</b> will only pay <b>your</b> claim if <b>you</b> provide <b>us</b> with <b>your</b> scorecard and certification form signed by <b>your</b> club or match secretary.</p> <p>The most <b>we</b> will pay in total for all such claims covered during the <b>period of insurance</b> is £3,000.</p>
Increased cost of working	<p><b>We</b> will pay <b>you</b> for <b>your</b> increased cost of carrying on <b>your</b> home office business caused only and directly by the following:</p> <ol style="list-style-type: none"><li>1. Physical loss of or physical damage to <b>your buildings</b> or <b>contents</b> which is covered under this insurance.</li></ol>

## Section 2: Contents, fine art and valuables continued

2. An accidental failure in the supply of gas, water, electricity or telephone service to **your home** for more than 72 consecutive hours during the **period of insurance**.

This cover will start from the date on which the loss or damage happens or the service interruption starts. It will continue until **you** are able to start work at **your home** again but for no longer than 12 months.

The amount **we** pay will be the extra necessary and reasonable costs **you** have to pay to continue **your home office business**, less any savings which result from the reduced costs and expenses during the time **your** work is interrupted. The most **we** will pay is £25,000.

**We do not cover any increased cost of carrying on your home office business directly or indirectly caused by or resulting from an act of terrorism.**

### Marquees

**We** will insure a marquee that **you** hire temporarily while it is at the premises shown in the **schedule** against physical loss and physical damage occurring during the **period of insurance**, provided it is not insured elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

The most **we** will pay in total for each incident of loss is £25,000.

### Money and bank cards

**Your money** and **bank cards** are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance**.

**We** will pay any amounts which **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen, provided **you** follow all the terms under which the **bank cards** were issued.

The most **we** will pay for **bank cards**, including unauthorised use, in total for each time **your bank cards** are lost or stolen is £30,000.

The most **we** will pay for **money** in total for each incident of loss is £5,000.

### New possessions

**We** will allow an increase in the **amounts insured for contents, fine art and valuables** of up to 25% for each category to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each insured location.

Any items that are only intended to be in **your** possession for a short time, such as presents for other people, are covered automatically for up to 60 days for not more than 25% of the **amount insured for contents**.

### Personal documents

**We** will pay up to the **amount insured for contents** for the costs involved in replacing or reconstituting personal documents or title deeds, as a result of damage covered under this section.

### Personal property of visitors and domestic staff

**We** will insure the personal property belonging to **your** visitors and **domestic employees** who do not live in the **home** against physical loss and physical damage occurring in the **home** during the **period of insurance**. The most **we** will pay is the **amount insured for contents** or any relevant specific limit.

### Rent owed to you

**We** will pay for rent which **you** cannot recover as landlord while **your home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. **We** will not pay rent for more than three years.

### Rent you owe

**We** will pay for rent which **you** have to pay as a tenant while **your home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. **We** will not pay rent for more than three years. **We** will not pay this benefit if **we** pay **you** for alternative accommodation as a result of the same loss.

## Section 2: Contents, fine art and valuables continued

### Replacement locks

If the keys to external doors, windows, safes and alarms of **your home** are lost or stolen during the **period of insurance**, **we** will pay the cost of replacing the locks up to the **amount insured for contents**. This cover is not subject to an **excess**.

**We** will not pay for the cost of replacing locks under this section if **we** pay to replace **your** locks under Section 1 of this **policy** as a result of the same incident.

### Residential care

**We** will insure the personal property belonging to **your** parents or grandparents against physical loss or physical damage occurring in the nursing or care home where they reside. The most **we** will pay in total for each incident of loss is £7,500.

This cover does not apply to **money**.

For the purposes of this cover, the definition of **you, your** means the person named as the insured in the **schedule**.

## What is not covered

The following extra exclusions apply to the whole of this section.

**We** do not cover the following.

1. Loss or damage caused by:
  - a. wear and tear, gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by water leaking from fixed water tanks, apparatus and pipes damaged by frost;
  - c. chewing, scratching, tearing, denting, vomiting or fouling by **your** pets;
  - d. cleaning, repair, renovation, restoration, or any similar process, to **fine art**;
  - e. pollution or contamination; or
  - f. anything which happens gradually, including smoke and rising damp.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by water leaking from:
  - a. fixed water tanks, apparatus and pipes while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
  - b. swimming pools.
6. Loss or damage caused by coastal or river erosion.
7. Quad bikes, motorbikes or golf buggies while they are being used.
8. Rowing boats, dinghies or sailboards while they are being raced.
9. Loss of or damage to an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported.
10. Any property belonging to visitors and **domestic employees** that is insured elsewhere.
11. Loss caused by **you** not receiving goods or services **you** have paid for through any internet website.
12. The amount of the **excess**. However, this exclusion does not apply to:
  - a. the cover for replacement locks and the contents of **your** freezer; or
  - b. any claim **we** have agreed to pay which is more than £25,000 and which is not subject to any compulsory **excess** shown in the **schedule**.

## Section 3: Your liabilities

Please read **your schedule** to see if **your** liabilities are covered.

The general terms all apply to this section.

**You** should refer to 'what to do when a loss occurs' within general terms to see what **you** need to do in the event of an accident which could lead to a claim against **you**.

### 1. Your liability to other people

#### What is covered

a. **Your** liability as owner or occupier of the **home**

**We** will cover **you** against any claim for damages which **you**, as owner or occupier, may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance** in or about the **home**, provided that the claim is not excluded under this section or the general exclusions.

b. **Your** personal liability

If **your contents** are insured under Section 2 of this **policy we** will cover **you** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance**, provided that the claim is not excluded under this section or the general exclusions.

This cover applies anywhere in the world, but **we** will not cover **your** liability for accidents which happen in the United States of America or Canada if **you** have been in either or both of those countries for more than 90 days in total during the **period of insurance**.

The most **we** will pay for any one accident or claim is the **amount insured**. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

**We** will also pay any costs and expenses that **we** agree to in advance to defend the claim.

#### Other cover

A. The following covers apply automatically if **your** liability as owner of the **home** is covered under this section.

Newly acquired land

**We** will cover **you** on the same basis for **your** legal liability as owner of any land **you** acquire in the **United Kingdom** during the **period of insurance**, provided the land has not been acquired for property development, farming activities or any business pursuits and provided there are no buildings on it. **You** must notify **us** within 60 days of the acquisition and pay the full additional premium **we** require. If you do not notify **us** within the time allowed, **we** reserve the right not to pay a claim.

The most **we** will pay under this extension is £1,000,000 including any costs and expenses **we** agree to in advance to defend the claim.

Defective Premises Act

**We** will cover **you** for any amounts **you** legally have 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 an accident in any previous home which **you** occupied before **you** sold it or gave it away. **We** will only do this if the accident happens during the **period of insurance**. The most **we** will pay in any one **period of insurance** is £5,000,000.

**We** do not cover liability for the cost of putting right any fault or alleged fault.

### Section 3: Your liabilities continued

B. The following cover applies automatically if **your** personal liability is covered under this section.

Court awards you cannot recover

If, within three months, **you** have not received the full amount of any damages and taxed costs awarded to **you** in a personal capacity during the **period of insurance** by any court of law in the **United Kingdom** for bodily injury or property damage, **we** will pay **you** the amount **you** are owed up to £5,000,000. **We** will only do this if:

1. the incident giving rise to the injury or damage did not occur in the course of **your home office business** or any other business, profession or occupation; and
2. **we** would have covered **your** liability if **you** had caused the injury or damage; and
3. **you** are not waiting for an appeal on the judgment.

If **you** receive any damages after **we** have paid **you** for them, **you** must return that amount to **us**.

### What is not covered

The following extra exclusions apply to "Your liability to other people".

**We** do not cover the following.

1. **Your** liability for injury to **you** or for injury to **your** employees arising from their work for **you** (**your** liability to employees may be covered under part 2 of this section).
2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than damage to property for which **you** as tenant are legally liable to the owner.
3. **Your** liability arising out of:
  - a. owning, occupying, possessing or using any land or building not at the address shown in the **schedule**, other than:
    - i. any land covered under the Newly Acquired Land extension; or
    - ii. damage to property for which **you** as tenant are legally liable to the owner;
  - b. any business, profession or occupation, or any activity being carried out on **your** land or in **your home** from which **you** derive a revenue, other than **incidental farming** and **your home office business**;
  - c. passing on any infectious disease or any virus, syndrome or illness;
  - d. any aircraft;
  - e. jet skis, wet bikes, surf jets or any watercraft other than rowing boats and dinghies under 12 feet or 3.6 metres in length and sailboards;
  - f. any motorised vehicle, other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs. The most **we** will pay in total for all such claims covered in the **period of insurance** is £1,000,000, including costs and expenses;
  - g. any quad bike, motorbike under 51cc, golf buggy, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
  - h. any animal other than **incidental farming** livestock or a horse or domestic pet, provided such pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or
  - i. any contract, unless **you** would have been liable by law if the contract had not existed.
4. **Your** liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident which happened in the **United Kingdom** during the **period of insurance** and:
  - a. **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and

## Section 3: Your liabilities continued

- b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

The most **we** will pay in total for all such claims covered in the **period of insurance** is £5,000,000, including costs and expenses.

5. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
6. Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third party for a fee.
7. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.

## 2. Your liability to your employees

### What is covered

If **your contents** are covered under Section 2 of this **policy we** will cover **you** up to £10,000,000 against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or disease to **your domestic employees**, provided **your** liability is not excluded under this section or the general exclusions. The accident must happen during the **period of insurance** and arise from the work the **domestic employees** are employed to do for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**. This includes costs and expenses **we** agree to in advance to defend the claim. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

For the purpose of this part of this section only, **your domestic employees** will include people **you** employ for:

- a. **your home office business**, provided **you** have no more than five **home office business** employees.
- b. **incidental farming** work, provided **your incidental farming** employees do not work more than 1,000 hours between them during the **period of insurance**.

### What is not covered

The following extra exclusions apply to "Your liability to your employees".

**We** do not cover the following.

1. **Your** liability arising out of:
  - a. any work **your** employees do for **you** other than **domestic duties, home office business** or **incidental farming** duties;
  - b. **your** employees' work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the **period of insurance**;
  - c. passing on any infectious disease or any virus, syndrome or illness; or
  - d. any motorised vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
2. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
3. Amounts **you** are legally liable to pay following any judgment or award given or made outside the courts of the **United Kingdom** or any member state of the European Union. This exclusion also applies to the enforcement of any such award in a court in the **United Kingdom** or within the European Union.

## Section 4: Travel

Please read **your schedule** to see if this section applies and who is covered.

The general terms all apply to this section. However **we** have added some extra definitions and conditions for this section.

If **you** need to make a claim refer to 'what to do when a loss occurs' within general terms.

### Extra definitions

<b>Accidental bodily injury</b>	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the <b>insured trip</b> .
<b>Hi-jack</b>	The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which <b>you</b> are travelling.
<b>Insured peril</b>	A strike, riot, civil commotion, fire, flood, earthquake, tsunami, volcanic activity, landslip, avalanche, bad weather, accident or mechanical breakdown.
<b>Insured trip</b>	<p>A trip which takes place during the <b>period of insurance</b> and is expected to last for no longer than 90 days or 30 days for a winter sports trip. (Trips to the United States of America or Canada are limited to a maximum period of 90 days in total during the <b>period of insurance</b>. This limitation is not restricted to any single trip but applies to any and all trips <b>you</b> take during the <b>period of insurance</b>.)</p> <p>If <b>your</b> trip continues beyond 90 days or 30 days for a winter sports trip, <b>we</b> will continue to provide cover but only in the following circumstances:</p> <ol style="list-style-type: none"><li>1. <b>you</b> are involved in a <b>hi-jack</b> or <b>kidnap</b> during <b>your</b> trip. <b>We</b> will then extend <b>your</b> trip for up to an extra 12 months while <b>you</b> are being held. No extra premium will be due for this extended period of cover;</li><li>2. <b>you</b> cannot end <b>your</b> trip as originally planned because of circumstances beyond <b>your</b> control. <b>We</b> will then extend cover for <b>your</b> trip for up to an extra 30 days. No extra premium will be due for this extended period of cover.</li></ol> <p>The trip starts from the time <b>you</b> leave <b>your home</b> in the <b>United Kingdom</b> during the <b>period of insurance</b> and ends at the earlier of:</p> <ol style="list-style-type: none"><li>1. the time <b>you</b> arrive back at <b>your home</b> in the <b>United Kingdom</b>; or</li><li>2. the expiry date of the <b>period of insurance</b>. If any trip continues beyond the expiry date of the <b>period of insurance</b> <b>we</b> will continue to cover <b>you</b> but only if <b>you</b> have renewed this insurance with <b>us</b>.</li></ol>
<b>Kidnap</b>	The illegal actual taking and holding captive of <b>you</b> by people who then demand a <b>ransom</b> , from <b>your</b> assets, as a condition of <b>your</b> release.
<b>Loss of eye</b>	Permanent and total loss of sight in an eye.
<b>Loss of limb</b>	Permanent and total loss of use of an arm, hand, foot or leg.
<b>Permanent total disablement</b>	<p>Physical disablement which totally prevents <b>you</b> from working in <b>your</b> usual occupation, which lasts continuously for 12 calendar months and which at the end of that period, in the opinion of a qualified medical practitioner approved by <b>us</b>, is without prospect of improvement.</p> <p>If <b>you</b> do not have a full-time occupation, physical disablement which lasts continuously for 12 calendar months and is of such severity that it is improbable that <b>you</b> will ever be able to have gainful employment (other than employment specifically reserved for the disabled).</p>
<b>Ransom</b>	Cash or marketable goods or services surrendered by <b>you</b> or on <b>your</b> behalf to meet a <b>kidnap</b> demand.
<b>You, your, yourself</b>	Those people named in the <b>schedule</b> for travel cover.

## Section 4: Travel continued

### Extra conditions

Visits to high risk areas

**You** are not covered under this section while visiting countries or areas against any recommendation or advice issued by the Foreign Office or the Department of Health prior to **your** departure unless **we** give **our** prior written permission. If **we** agree to this extra cover, revised terms and conditions and an additional premium will apply.

Foreign Office website: [www.fco.gov.uk](http://www.fco.gov.uk)

Department of Health website: [www.doh.gov.uk](http://www.doh.gov.uk)

Injury or illness overseas

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

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

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

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

### What is covered and how much we will pay

**We** will pay up to the relevant **amount insured** for the following for each insured person and each **insured trip**.

#### 1. Medical emergency travel and repatriation expenses

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

Medical expenses

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

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

1. the Channel Islands provided **you** are permanently resident in England, Scotland, Wales or Northern Ireland;
2. England, Scotland, Wales or Northern Ireland provided **you** are permanently resident in the Channel Islands.

**We** will not cover:

1. dental expenses other than those which are incurred in an emergency for immediate pain relief.
2. any costs or expenses incurred more than 12 months after the date **you** were injured or first became ill.

Emergency travel expenses

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

Repatriation expenses

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

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

## Section 4: Travel continued

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

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

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

### 2. Cancellation, and curtailment

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

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

The cancellation cover described below also applies if **you** have to cancel an **insured trip** within the 48-hours prior to **your** scheduled date of departure, as a direct result of specific travel advice from the Foreign Office or the Department of Health which is in force at any time during such 48-hour period, warning against travelling to that country or part of that country.

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

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

## Section 4: Travel continued

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

### Curtailment

**We** will indemnify **you** up to the **amount insured** for the reasonable extra travel and accommodation expenses and unused pre-booked activities and excursions **you** have paid or legally have to pay and which cannot be recovered if the **insured trip** is cut short.

### 3. Missed travel arrangements

**We** will pay **you** up to the **amount insured** for the reasonable extra travel and accommodation expenses that **you** have to pay to continue or complete **your** journey if at any time during an **insured trip** **you** miss the scheduled transport on which **you** are booked to travel because:

1. **you** are prevented from reaching its departure point as a result of an **insured peril**; or
2. a fellow passenger or crew member on the transport in which **you** are travelling is injured or taken ill.

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

1. missed scheduled transport unless **you** have done everything **you** reasonably can to arrive at the departure point in good time.
2. missed travel arrangements:
  - a. due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked.
  - b. unless **you** provide written confirmation from the transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it.
  - c. due to avalanche or landslip where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at **your** intended resort.

### 4. Travel delay

If the scheduled transport on which **you** are booked to travel at either the start or the end of an **insured trip** has been delayed for more than eight hours because of an **insured peril**, **we** will pay the amount shown in the **schedule** for the period of delay up to the **amount insured**. This benefit is intended to contribute towards reasonable costs which include but are not limited to telephone calls, subsistence meals and drinks and essential toiletries.

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

1. travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked.
2. travel delay unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.

### 5. Enforced extended stay

#### Extra accommodation

**We** will indemnify **you** up to the **amount insured** for the reasonable extra accommodation expenses which are necessarily incurred by **you** if the departure date of the scheduled transport on which **you** are booked to travel at the end of an **insured trip** has been delayed for longer than 24-hours as a direct result of an **insured peril** (or is confirmed in writing by the travel company or travel operator to be delayed for such period).

**We** will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.

## Section 4: Travel continued

Extra travel expenses	<p><b>We</b> will indemnify <b>you</b> up to the <b>amount insured</b> for the reasonable extra travel expenses which are necessarily incurred by <b>you</b> in order to return <b>home</b> at the end of an <b>insured trip</b> if the departure date of the scheduled transport on which you are booked to travel has been delayed for longer than 72-hours as a direct result of an <b>insured peril</b> (or is confirmed in writing by the travel company or travel operator to be delayed for such period).</p> <p><b>We</b> will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.</p>
<b>6. Temporary loss of baggage</b>	<p>If <b>your</b> baggage is temporarily lost for more than eight hours from the time of arrival on <b>your</b> outward journey <b>we</b> will pay up to the <b>amount insured</b> towards the cost of buying or hiring essential and reasonable replacement items.</p>
<b>7. Travel documents</b>	<p>If <b>you</b> lose or accidentally damage <b>your</b> essential travel documents during an <b>insured trip</b>, <b>we</b> will pay the cost of replacing them and indemnify <b>you</b> for the reasonable and necessary travel and accommodation expenses <b>you</b> incur in doing so.</p> <p>The most <b>we</b> will pay is up to the <b>amount insured</b>.</p>
<b>8. Hi-jack and kidnap</b>	<p><b>We</b> will pay up to the <b>amount insured</b> for each complete day that <b>you</b> are detained as the result of a <b>hi-jack</b> or <b>kidnap</b> which starts during an <b>insured trip</b>.</p>
<b>9. Winter sports</b>	<p><b>We</b> will cover the following:</p>
Ski hire	<p><b>We</b> will pay the reasonable cost of hiring replacement equipment up to the amount shown in the <b>schedule</b> if <b>your</b> skis, snowboard, poles or boots are accidentally damaged, stolen or temporarily lost for more than eight hours during the <b>insured trip</b>.</p>
Ski package	<p>If <b>you</b> are unable to ski or snowboard due to illness or an injury during an <b>insured trip</b> and <b>you</b> have made a claim for medical expenses under this section for that illness or injury, <b>we</b> will pay up to the amount shown in the <b>schedule</b> for amounts <b>you</b> have paid or legally have to pay and which cannot be recovered for <b>your</b> own unused ski pass, equipment hire or tuition.</p>
Piste closure	<p><b>We</b> will pay up to the amount shown in the <b>schedule</b> for the reasonable extra travel expenses that <b>you</b> have to pay in order to reach the nearest alternative skiing area if all the winter sports facilities at <b>your</b> pre-booked resort are closed during an <b>insured trip</b> and no alternative area is available within <b>your</b> ski pass area.</p> <p><b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"><li>1. piste closure when <b>you</b> are on an <b>insured trip</b> which starts or ends outside that resort's declared ski season.</li><li>2. piste closure where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslide had occurred at <b>your</b> intended resort.</li></ol>
<b>10. Personal accident</b>	<p><b>We</b> will pay <b>you</b> the benefit shown in the <b>schedule</b> if <b>you</b> suffer <b>accidental bodily injury</b> during an <b>insured trip</b> which directly results in <b>your</b> death, <b>loss of limb</b>, <b>loss of eye</b> or <b>permanent total disablement</b> within 12 calendar months of the date of the accident.</p> <p>The most <b>we</b> will pay in all in respect of one <b>accidental bodily injury</b> is the amount of the benefit shown in the <b>schedule</b>.</p>

## Section 4: Travel continued

### What is not covered

The following extra exclusions apply to the whole of this section.

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

1. the **excess** shown in the **schedule** for medical expenses, emergency travel expenses, repatriation expenses and cancellation and curtailment.
2. loss arising from any trip within the **United Kingdom** unless **you** have pre-booked accommodation or travel and the trip is for a minimum of two nights. However, this exclusion does not apply to the cover for medical expenses.
3. any travel, accommodation, activity or excursion expenses which any transport company, tour operator, travel association or financial protection scheme has agreed to pay or is obliged to pay.
4. any trip that:
  - a. is for the purpose of having medical or surgical treatment;
  - b. is booked or made by anyone who is under 16 years old at the start of the trip unless he or she is on an organised school trip or is to be accompanied for the whole trip by an adult;
5. cancellation or curtailment of any trip because of a medical condition, unless **you** provide a doctor's certificate to support **your** claim.
6. any claim:
  - a. for medical expenses arising out of a medical condition:
    - i. which **you** knew about at the time the **insured trip** was booked or began;
    - ii. for which **you** are awaiting tests or the results of such tests when **you** booked or began the **insured trip**;
    - iii. for which **you** are scheduled to undergo treatment for such condition when **you** booked or began the **insured trip**;

unless the condition is normally stable, under control and **you** have not been required to have more than one check-up or in-patient treatment, or emergency medical care in the preceding 12 months.
  - b. arising out of a medical condition where **you** have been advised not to travel by your medical practitioner;
  - c. arising out of a set of circumstances which you knew about or could reasonably be expected to have known about at the time the **insured trip** was booked or **your** travel cover came into effect unless **you** could not reasonably have expected such circumstances to result in a claim;
  - d. resulting from any emotional or psychiatric disorder or condition;
  - e. resulting from **you** taking or using drugs or controlled substances, other than drugs prescribed by **your** doctor and used in accordance with **your** doctor's instructions;
  - f. resulting from **you** committing suicide, deliberately injuring **yourself** or putting **yourself** in unnecessary danger, unless trying to save a human life;
  - g. resulting from any criminal act by **you**.
7. the cost of any medication **you** need and were taking before the start of the **insured trip**.
8. any claim resulting from **you** taking part in any hazardous activity which is known to carry an increased risk of personal injury. A hazardous activity includes but is not limited to the following:
  - a. Free-style skiing, ski jumping, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools).
  - b. Off-piste skiing unless you are accompanied;
  - c.
    - i. Any unaccompanied dive;
    - ii. Any dive involving visits to wrecks or caves;

## Section 4: Travel continued

- iii. Any dive beyond 30 metres in depth; or
- iv. Any other scuba diving activities unless **you**:
  - a) hold the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follow the relevant Club or Association rules and guidelines at all times; or
  - b) dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
- d. potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping;
- e. white-water rafting unless **you** are accompanied by a suitably qualified guide in rapids classified Grade 3 and below;
- f. any kind of race (other than on foot or swimming) or any endurance test.
9. any claim resulting from **you** taking part in
  - a. any sporting activity for gain or reward;
  - b. armed forces activities including operations, exercises or training;
  - c. flying as a pilot or any other aerial activities other than travel by air as a passenger.
10. any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.

### Hiscox Assistance

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

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

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

- **your** name;
- the telephone or facsimile number, or email address where **you** can be reached;
- the nature of the emergency;
- **your** Hiscox policy number.

## Section 5: Family protection

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

The general terms all apply to this section. However **we** have added some extra definitions and conditions for this section.

If **you** need to make a claim refer to 'what to do when a loss occurs' within general terms. If **you** are the victim of a **kidnap** also refer to the extra conditions shown in this section.

### Extra definitions

<b>Additional costs</b>	<ol style="list-style-type: none"> <li>Costs of <b>your</b> own travel and accommodation during the period of the <b>kidnap</b>.</li> <li>Costs of <b>medical expenses</b> incurred as a direct result of a <b>kidnap</b>.</li> <li>A reward agreed by <b>us</b> which <b>you</b> pay to an informant for information which leads to the resolution of a <b>kidnap</b>.</li> <li>Reasonable rest and rehabilitation expenses <b>you</b>, as the victim of a <b>kidnap</b>, or <b>your</b> family incur following <b>your</b> return.</li> <li>Funeral expenses or the cost of transporting <b>your</b> remains to <b>your home</b> if <b>you</b>, as the victim of a <b>kidnap</b>, die as a direct result of a <b>kidnap</b>.</li> </ol>
<b>Air rage</b>	A violent and unprovoked physical attack against <b>you</b> during the <b>period of insurance</b> by a person unknown to <b>you</b> while <b>you</b> are occupying an aircraft as a passenger.
<b>Control Risks</b>	Crisis management consultants recommended by <b>us</b> .
<b>Disablement</b>	Physical injury suffered during the <b>period of insurance</b> which results in the permanent and total loss of: <ol style="list-style-type: none"> <li>sight in an eye;</li> <li>hearing;</li> <li>use of a complete arm, hand, foot or leg;</li> <li>speech;</li> </ol> within 12 calendar months of such physical injury.
<b>Identity fraud</b>	Someone, or a group of people, knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
<b>Kidnap</b>	The illegal taking and holding captive of <b>you</b> by people who then demand a <b>ransom</b> , from <b>your</b> assets, as a condition of <b>your</b> release.
<b>Medical expenses</b>	The costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges. This includes dental expenses incurred in an emergency for immediate pain relief. <b>We</b> will not cover: <ol style="list-style-type: none"> <li>any costs incurred more than 12 months after the date <b>you</b> were first injured or first became ill.</li> <li>the costs of any psychiatric services.</li> </ol>
<b>Ransom</b>	Cash or marketable goods or services surrendered by <b>you</b> or on <b>your</b> behalf to meet a <b>kidnap</b> demand.
<b>Road rage</b>	A violent and unprovoked physical attack against <b>you</b> or <b>your</b> chauffeur while <b>you</b> or <b>your</b> chauffeur are using a car or a motor vehicle which is owned, rented or used by <b>you</b> on a regular basis.
<b>Stalking threat</b>	An act(s) committed by any person with the intent to damage property owned by <b>you</b> or to harass, injure or harm <b>you</b> . The person committing the act(s) must be the subject of a court order or injunction issued to protect <b>you</b> and the act(s) must occur during the <b>period of insurance</b> .

## Section 5: Family protection

### Extra conditions

The requirements under the general terms all apply to this section. In addition, if a claim is made under this section **you** must submit to physical examination by a physician that **we** choose. We may also require a post mortem examination by a physician that **we** choose, unless prohibited by law. If **we** require a physical examination or a post mortem examination, this will be paid for by **us**.

### Visits to high risk areas

**You** are not covered under this section while visiting countries or areas against the recommendation or advice of the Foreign Office or the Department of Health unless **we** give **our** prior written permission. If **we** agree to this extra cover, revised terms and conditions and an additional premium will apply.

Foreign Office website: [www.fco.gov.uk](http://www.fco.gov.uk)

Department of Health website: [www.doh.gov.uk](http://www.doh.gov.uk)

### If a kidnap occurs

If a **kidnap** and **ransom** insured event occurs, you must:

1. tell **us** and **Control Risks** about it as soon as possible and give **us** or them whatever information **we** or they need;
2. tell the appropriate local authorities of the **ransom** demand, or allow **Control Risks** to do so, as soon as possible having regard to the personal safety of the victim;
3. be able to show, when **you** make a claim for the **ransom** under this section, that the **ransom** was surrendered under duress

**Control Risks'** telephone number is 020 7939 8900.

### Confidentiality

**You** must take reasonable steps at all times to ensure that, as far as possible, no one else knows about the existence of the **kidnap** and **ransom** cover in **your** policy.

## What is covered

### Aggravated assault

**We** will cover **you** against death or **disablement** if **you** are physically injured during the **period of insurance** as a result of the use of force, violence or intimidation by a person who has stolen or attempted to steal any possession from **you** while **you** are away from **your home**.

**We** will also cover the following costs or expenses reasonably and necessarily incurred as a direct result of such physical injury:

1. **medical expenses**;
2. salary **you** are unable to claim during the 60 day period from the date of **your** injury.

**We** do not cover any loss caused by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.

### Aggravated burglary

**We** will cover **you**, **your** visitors or **domestic employees** who do not live in the **home** against death or **disablement** if **you**, **your** visitors or **domestic employees** are physically injured during the **period of insurance** as a result of the use of force, violence or intimidation by a person who illegally enters **your home** or temporary place of residence.

**We** will only provide this cover if **you**, **your** visitors or **domestic employee's** death or **disablement** occurs within 12 months of such physical injury.

**We** will also cover **you** for the following costs or expenses reasonably and necessarily incurred as a direct result of the physical injuries **you** sustain:

1. **medical expenses**;
2. psychiatric services which are prescribed by a qualified medical practitioner. **We** will only cover such costs if they are incurred within 12 months of the date of injury;
3. salary **you** are unable to claim during the 60 day period from the date of **your** injury;
4. the costs that **you** have to pay to temporarily relocate away from **your home**;

## Section 5: Family protection continued

5. the costs to improve **your home** security;
6. the cost of security consultancy and professional security guard services;
7. the costs that **you** have to pay, excluding stamp duty, if **you** permanently relocate away from the **home** at which an incident of loss occurred. **We** will only pay **your** permanent relocation expenses if **you** relocate within six months of the illegal entry to **your home** and if **your home** was not for sale prior to the incident.

**We** do not cover any loss caused by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.

### Air rage

**We** will cover **you** against the following costs or expenses reasonably and necessarily incurred if **you** are the victim of an **air rage** incident:

1. **medical expenses**;
2. psychiatric services which are prescribed by a qualified medical practitioner. **We** will only cover such costs if they are incurred within 12 months of the date of the **air rage** incident.
3. travel and accommodation expenses for a family member to be located closer to the hospital where you are receiving care or treatment.

### Car jacking

**We** will cover **you** against death or **disablement** if **you** suffer a physical injury during the **period of insurance** as a result of the use of force, violence or intimidation during the theft or attempted theft of the motor vehicle (or property within the motor vehicle) in which **you** are travelling.

**We** will only provide this cover if **your** death or **disablement** occurs within 12 months of such physical injury.

**We** do not cover any loss caused by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.

### Identity fraud

**We** will cover **you** for the following reasonable and necessary expenses **you** have to pay solely as a direct result of an **identity fraud**:

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

An act, or a series of acts, against one of **you** by one person or group of people is considered to be one **identity fraud**.

**We** do not cover any **identity fraud** connected with **your** business, profession or occupation.

### Kidnap and ransom

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

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

## Section 5: Family protection continued

**We** do not cover the following:

1. Any **ransom** surrendered in a face to face encounter involving the use or threat of force or violence unless it is surrendered by a person who is in possession of the **ransom** at that time for the sole purpose of taking it to pay a previously communicated **ransom** demand.
2. Any **ransom** surrendered at the place where the **kidnap** occurs unless it is taken there after receipt of the **ransom** demand and for the sole purpose of paying the **ransom**.
3. Any act by **you** which would be a criminal offence if it was carried out by **you** in the same country as the **kidnap**.
4. Any loss of salary unless **you** were in full time salaried employment at the time of the loss.
5. Any loss caused by **your** committing suicide, deliberately injuring **yourself** or putting **yourself** in unnecessary danger.

Road rage

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

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

**We** do not cover any loss caused by any person acting on **your** behalf or any person who is known to **you** or **your** chauffeur.

Stalking threat

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

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

**How much we will pay**

The most **we** will pay in total during the **period of insurance** for aggravated assault, aggravated burglary, car jacking and kidnap and ransom is £100,000. However the most **we** will pay in total during the **period of insurance** for each of the following covers is:

1. £10,000 for **air rage** or **road rage**.
2. £25,000 for **identity fraud**.
3. £30,000 for **stalking threat**.

*Specific limits*

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

1. £25,000 (limited to £10,000 for air and road rage) for **medical expenses**.
2. £20,000 for loss of salary.
3. £25,000 (limited to £10,000 for air and road rage) for psychiatric services.
4. £5,000 for temporary relocation expenses.

## Section 5: Family protection continued

5. £10,000 for permanent relocation expenses.
6. £5,000 for travel and accommodation expenses.
7. £5,000 for security expenses.
8. £10,000 for security advice.
9. £20,000 for **additional costs** but no more than:
  - a. £5,000 for a reward **you** pay to an informant;
  - b. £5,000 for rest and rehabilitation costs;
  - c. £5,000 for funeral expenses or cost of transporting **your** remains.
10. £100,000 for death (limited to £5,000 for under 16's).  
£100,000 for total and irrecoverable loss of sight of both eyes.  
£50,000 for total and irrecoverable loss of sight of one eye.  
£100,000 for loss of two limbs.  
£50,000 for loss of one limb.  
£100,000 for total and irrecoverable loss of sight of one eye and loss of one limb.  
£50,000 for loss of hearing.  
£50,000 for loss of speech.  
£100,000 for loss of speech and loss of hearing.  
£100,000 for loss of speech or loss of hearing and loss of one limb or loss of eye.

## Section 6: Family legal protection

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

The insurer for this section is DAS Legal Expenses Insurance Company Limited. **We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, **we** have customer complaint handling procedures. Details of these are available on request. Please address all complaints to **our** Customer Relations Department at **our** head office address. The address is:

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Registered in England and Wales, number 103274.  
Website: [www.das.co.uk](http://www.das.co.uk)

If **you** are still not happy, **you** can contact the Ombudsman at the address shown in the complaints procedure. This does not affect **your** legal rights.

All the general terms, except the claims conditions, apply to this section. What to do when **you** have a claim under this section is set out below. Some extra definitions and conditions for this section are also shown below.

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

How **we** can help

**You** can phone **us** at any time on the telephone number shown in the **schedule** to make a claim under this section. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will provide **you** with a claim reference number. At this point **we** will not be able to confirm that **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams, and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to the Claims Department at the address shown below:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to **us** at [newclaim@das.co.uk](mailto:newclaim@das.co.uk).

When **we** cannot help

Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved.

### Extra definitions

#### Costs and expenses

- a. Legal costs  
All reasonable and necessary costs chargeable by the **representative** on a standard basis. Also the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with **our** agreement.
- b. Accountants costs  
A reasonable amount in respect of all costs reasonably incurred by the **representative**.

#### Date of occurrence

- a. For civil cases (except under Insured Incident 5 – Tax Protection), the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the **date of occurrence** is the date of the first of these events.
- b. For criminal cases, the **date of occurrence** is when **you** began or are alleged to have begun to break the criminal law in question.
- c. For **full enquiries** (Insured Incident 5 – Tax Protection), the **date of occurrence** is when the HM Revenue & Customs first notifies in writing the intention to make enquiries.

#### Full enquiry

An extensive examination by the HM Revenue & Customs which considers all aspects of **your** personal tax affairs, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.

## Section 6: Family legal protection continued

<b>Representative</b>	The lawyer, accountant or other suitably qualified person who has been appointed to act for <b>you</b> in accordance with the terms of this section.
<b>Secondary home</b>	Private dwellings and/or private land in the <b>United Kingdom</b> which is owned by <b>you</b> .
<b>Territorial limit</b>	<ol style="list-style-type: none"> <li>a. For Insured Incident 3 – Bodily Injury, the territorial limit is anywhere in the world.</li> <li>b. For all other Insured Incidents, the territorial limit is the <b>United Kingdom</b>.</li> </ol>
<b>Extra conditions</b>	<ol style="list-style-type: none"> <li>1. <b>You</b> must:             <ol style="list-style-type: none"> <li>a. keep to the terms and conditions of this <b>policy</b>;</li> <li>b. try to prevent anything happening that may cause a claim;</li> <li>c. take reasonable steps to keep any amount <b>we</b> have to pay as low as possible;</li> <li>d. send everything <b>we</b> ask for, in writing;</li> <li>e. give <b>us</b> full details in writing of any claim as soon as possible and give <b>us</b> any information <b>we</b> need.</li> </ol> </li> <li>2.             <ol style="list-style-type: none"> <li>a. <b>We</b> can take over and conduct in <b>your</b> name, any claim or legal proceedings at any time. <b>We</b> can negotiate any claim on <b>your</b> behalf.</li> <li>b. <b>You</b> are free to choose a <b>representative</b> (by sending <b>us</b> a suitably qualified person's name and address) if:                 <ol style="list-style-type: none"> <li>i. <b>we</b> agree to start court proceedings and it becomes necessary for a lawyer to represent <b>your</b> interests in those proceedings; or</li> <li>ii. there is a conflict of interest.</li> </ol> </li> <li>c. In all circumstances except those in 2.b above, <b>we</b> are free to choose a <b>representative</b>.</li> <li>d. Any <b>representative</b> will be appointed by <b>us</b> and will represent <b>you</b> according to <b>our</b> standard terms of appointment. The <b>representative</b> must co-operate fully with <b>us</b> at all times.</li> <li>e. <b>We</b> will have direct contact with the <b>representative</b>.</li> <li>f. <b>You</b> must co-operate fully with <b>us</b> and the <b>representative</b> and must keep <b>us</b> up to date with the progress of the claim.</li> <li>g. <b>You</b> must give the <b>representative</b> any instructions that <b>we</b> require.</li> </ol> </li> <li>3.             <ol style="list-style-type: none"> <li>a. <b>You</b> must tell <b>us</b> if anyone offers to settle a claim.</li> <li>b. If <b>you</b> do not accept a reasonable offer to settle a claim, <b>we</b> may refuse to pay any further <b>costs and expenses</b>.</li> <li>c. <b>We</b> may decide to pay <b>you</b> the amount of damages that <b>you</b> are claiming or that is being claimed against <b>you</b>, instead of starting or continuing legal proceedings.</li> </ol> </li> <li>4.             <ol style="list-style-type: none"> <li>a. <b>You</b> must tell the <b>representative</b> to have <b>costs and expenses</b> taxed, assessed or audited, if <b>we</b> ask for this.</li> <li>b. <b>You</b> must take every step to recover <b>costs and expenses</b> that <b>we</b> have to pay and must pay us any <b>costs and expenses</b> that are recovered.</li> </ol> </li> <li>5. If an appointed <b>representative</b> refuses to continue acting for <b>you</b> with good reason or if <b>you</b> dismiss an appointed <b>representative</b> without good reason, the cover <b>we</b> provide will end at once, unless <b>we</b> agree to appoint another <b>representative</b></li> <li>6. If <b>you</b> settle a claim or withdraw it without <b>our</b> agreement, or do not give suitable instructions to a <b>representative</b>, the cover <b>we</b> provide will end at once and <b>we</b> will be entitled to reclaim any <b>costs and expenses</b> paid by <b>us</b>.</li> <li>7. If there is a disagreement about the way <b>we</b> handle a claim that is not resolved through <b>our</b> internal complaints procedure, the <b>insured person</b> can contact the Financial Ombudsman Service for help.</li> </ol>

## Section 6: Family legal protection continued

8. **We** may at **our** discretion require **you** to obtain at **your** expense an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us** as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

### What is covered

**We** agree to provide **you** with the insurance in this section, as long as:

- a. the premium has been paid;
- b. the **date of occurrence** of the insured incident is during the **period of insurance** and within the **territorial limit**;
- c. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- d. for civil claims **we** agree that it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

Anyone claiming under this section must have the agreement of the person named as the insured in the **schedule** to claim.

For all insured incidents **we** will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that **you** want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.

### How much we will pay

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

### Insured incidents we will cover

#### Insured incident 1 – Employment disputes

**We** will negotiate for **your** legal rights in a dispute arising from a contract of employment entered into by **you** for **your** work as an employee.

**We** do not cover any claim relating to the following:

1. Disciplinary hearings or internal grievance procedures;
2. Any claim relating solely to personal injury.

#### Insured incident 2 – Contract disputes

**We** will negotiate for:

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

**We** do not cover any claim relating to the following:

1. A contract regarding **your** profession, business or employment.
2. A lease of less than eight years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

**Section 6: Family legal protection** continued

3. The settlement payable under an insurance policy.

**Insured incident 3 –  
Bodily injury**

**We** will negotiate for **your** legal rights after an event which causes the death of, or bodily injury to **you**.

**We** do not cover any claim relating to the following:

1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
2. Defending **your** legal rights, but defending a counter-claim is covered.

**Insured incident 4 –  
Property protection**

**We** will:

1. negotiate for **your** legal rights in a civil action; and/or
2. arrange mediation;

for a dispute relating to material property (including **your home** and/or **secondary home**), which is owned by **you** or for which **you** are responsible following:

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

**We** do not cover:

1. any claim relating to the following:
  - a. a contract entered into by **you**;
  - b. any building or land other than **your home** and/or **secondary home**;
  - c. someone legally taking **your home** and/or **secondary home** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** and/or **secondary home** by any government or public or local authority unless the claim is for accidental physical damage;
  - d. work done by any government or public or local authority unless the claim is for accidental physical damage;
  - e. mining subsidence.
2. Defending any claim covered under Insured Incident 4.a, but defending a counter-claim is covered.

**Insured incident 5 –  
Tax protection**

**We** will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a **full enquiry** by HM Revenue & Customs into **your** personal tax affairs if the **full enquiry** resulted from **your** work as an employee.

**We** do not cover any claim relating to the following:

1. **Your** business or profession.
2. Any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office.

**Insured incident 6 –  
Legal defence**

1. **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
  - a. **you** being prosecuted in a court of criminal jurisdiction; or
  - b. civil action being taken against **you** under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion; or
  - c. civil action being taken against **you** under section 13 of the Data Protection Act 1998.

## Section 6: Family legal protection continued

2. **We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We** do not cover any claim relating to the following:

1. Parking offences.
2. The driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

### Insured incident 7 – Attendance expenses

**We** will pay **your** salary or wages for the time that **you** are off work while attending jury service or attending a court or tribunal at the request of the **representative**, in relation to a claim accepted under this section of the **policy**. **We** will pay **your** salary or wages for each half or whole day of such attendance as far as they are not recoverable from the court or **your** employer.

The amount **we** will pay is based on the following.

- a. The time **you** are off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is eight hours.
- b. If **you** work full time, the salary or wages for each whole day equals 1/250th of **your** yearly salary or wages.
- c. If **you** work part-time, the salary or wages will be a proportion of **your** salary or wages.

### What is not covered

**We** do not cover the following.

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

## Helpline services

**We** provide these services 24-hours a day, seven days a week during the **period of insurance**. All helplines apply to the **United Kingdom** unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls, other than for the Health and Medical and Counselling Services.

When phoning, please tell **us your** policy number. Please do not phone **us** to report a general insurance claim.

### **EuroLaw legal advice service**

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### **Tax advice service**

**We** will give **you** confidential legal advice over the phone on personal tax matters.

### **Health and medical information service**

**We** will give **you** advice on how to improve diet and fitness, and on travel, health and sports injuries. Information is available on diseases and medical conditions, medication, hospital consultants and services. This service aims to complement the care received from a GP or related health professional but is not a substitute, and advisers cannot diagnose or give "second opinions".

*For the following four assistance services, **you** will be responsible for paying the costs for the help provided.*

### **Veterinary assistance service**

If **your** pet is injured, **we** can help find a vet who can offer treatment.

### **Childcare assistance service**

**We** will arrange help following an emergency (such as illness or injury to **you**) if a regular childminder cannot attend or **you** have to leave children at home unexpectedly.

### **Home assistance**

**We** will arrange assistance following an emergency (such as illness or injury to **you**) when help is needed to run the home. **We** can help find cleaning staff, au pairs and housekeepers.

**TO CONTACT ANY OF THE ABOVE HELPLINE SERVICES, PLEASE PHONE:  
0800 731 3548**

### **Counselling**

**We** will provide **you** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

**TO CONTACT THE COUNSELLING HELPLINE, PLEASE PHONE: 0117 934 2121**

**We** will not accept responsibility if the Helpline Services are unavailable for reasons beyond **our** control.

## Complaints procedure

**We** are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact **our** Customer Services Representative on:

Telephone: +44 (0)870 084 3777

Email: customerservices@hiscox.com

Hiscox Insurance Company Limited

1 Great St Helen's

London EC3A 6HX

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may ask the Ombudsman to review **your** case without affecting **your** legal rights. The address is:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Telephone: 0845 080 1800

+44 20 7964 1000 from outside the United Kingdom

If **you** contact them or **us**, please quote the policy number shown in the **schedule**.



For training and quality control purposes, telephone calls may be monitored or recorded.

Hiscox Syndicates Ltd, Hiscox Insurance Company Ltd and Hiscox Underwriting Ltd are authorised and regulated by the Financial Services Authority.

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