

# esure Home Insurance

Policy Booklet



## Welcome to esure Home Insurance

Thank you for choosing us to take care of your home.

Our home insurance takes care of the unexpected that can happen in **Your** home, ensuring that **You** are protected and helping **You** get back to normal as quickly as possible.

So that **You** are clear on what **You** are covered for, **We** recommend **You** read this booklet. **We** ask **You** to do this because no insurance can cover everything. If **You** are still unsure of the extent of **Your** cover, or anything else mentioned in this booklet, please do call **Us** on 0345 601 7074 and **We** will answer any questions or queries **You** may have.

In case **You** need to make a claim **We** ask **You** to keep this booklet and **Your Schedule** in a safe place, as it will help **Us** process **Your** claim more efficiently if these two documents are at hand from the beginning.

Please keep in mind that anything new **You** buy or gifts **You** receive can change the level of cover that **You** need. It can be surprising how quickly the value of **Your** possessions, such as jewellery can increase, so it is important **You** have enough cover should **You** need to make a claim.

Should a situation arise where **You** need to make a claim **We** have a dedicated team of claims specialists that can help guide **You** through the claims process, **You** can contact them on 0345 601 7072.

Once again thank **You** for choosing esure to take care of **Your** home.

### Customers with disabilities

This **Policy** is also available in large print, audio and Braille. If **You** require any of these formats please contact **Us** on 0345 601 7074.

If **You** have a hearing or speech impairment, **You** can also contact **Us** by Typetalk or specialised text phone. To contact **Us** by specialised text phone, simply call 0345 850 3217 for sales and customer service and 0345 850 3218 for home claims.

Calls may be monitored and recorded for training and security purposes.

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# Your Policy

## The contract of insurance

**Your Schedule** (including any amendments) explains which insurance covers **You** have taken out. Where **You** have taken out home insurance, **Your Schedule** and this policy booklet forms the contract of insurance between **You** and **Us** (esure Insurance Limited).

If **You** have taken out any of the optional extra covers (Family Legal Protection, Home Emergency, Pest or Annual Travel), **You** have a separate contract or contracts of insurance with the insurer which provides cover under those sections. **You** will find the details about **Your** Optional Extras contract and the insurer in the 'Optional Extras' section of this policy booklet

## Governing law and jurisdiction

Unless **You** and **We** agree otherwise, in writing, the law of England and Wales will apply to **Your** contract of home insurance.

If **You** live in England or Wales, the courts of England and Wales will exclusively resolve any dispute between **You** and **Us**. If **You** live in Scotland, the courts of Scotland will exclusively resolve any dispute between **You** and **Us**.

## Legal advice

**You** can use the helpline service to discuss any legal problem occurring within the **United Kingdom**, the Channel Islands and the Isle of Man, and arising during the period of this **Policy**.

Simply telephone **0345 601 7070** and quote "esure".

For **Our** joint protection, telephone calls may be recorded and/or monitored.

## Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and Information Specialists are also trained to help **You** with practical problems like debt.

**You** can access the Lifestyle Counselling Helpline on **0345 601 7071** and quote "esure".

## Health and medical information service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

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

Simply telephone **0345 601 7071** and quote "esure".

As this is a service provided by Arc Legal Assistance Limited, **We** do not accept any liability for any advice they may give or fail to give.

## Your cover

The cover **You** have chosen and any **Endorsements** that apply are shown in **Your Schedule**. **We** will give **You** a new **Schedule** when any changes to the cover are made. **We** will assess any claim by referring to the **Schedule** and any **Endorsements** which apply to the **Period of Cover** in which the claim falls.

It is important that **You** read the policy booklet and **Schedule** and notify **Us** of any changes to the information that **You** have provided.

In return for paying the premium (including the insurance premium tax) **We** will provide **You** with insurance for the **Period of Cover** shown in **Your Schedule**.

**You** have the right to cancel any cover **You** have bought at any time. Please refer to 'Cancellation of Your home policy' for further details on how to cancel and the **Terms** that apply.

## Renewal information

At least three weeks before the renewal date of **Your Policy**, **We** will provide **You** with details of the **Terms** on which **Your Policy** may be renewed and any changes to the **Policy** cover. **We** will also tell **You** if **We** are unable to renew **Your Policy**, for example, if **You** have made numerous claims, fail to comply with **Our** general **Terms** and conditions or **You** no longer fall within **Our** acceptance criteria. **We** will also tell **You** what **You** need to do to renew **Your Policy**.

If **You** pay **Your** premium by direct debit or credit/debit card **Your Policy** will automatically be renewed using the payment details **You** have given **Us**. If **You** wish to change **Your** method of payment, please contact **Us** prior to **Your** renewal date to arrange this.

If **You** do not wish to renew **Your Policy** and **You** have not told **Us** before the renewal date, **We** will continue to make deductions from **Your** bank account for the new premium. Please refer to 'Cancellation of Your home policy' for further details on how to cancel **Your Policy** after the renewal date and the **Terms** that apply.

## Language

**We** will provide the **Terms** and conditions of this **Policy** and any communications between **Us** and **You** in English.

# Important information

## Privacy notice

By agreeing to be insured by **Us** **You** agree to be bound by the **Terms** of **Our** Privacy Policy. For full information regarding **Our** Privacy Policy, please check the link below:

[http://www.esure.com/home\\_insurance/small\\_print/privacy\\_and\\_security](http://www.esure.com/home_insurance/small_print/privacy_and_security)

The Privacy Policy applies to **You**, to anyone insured under **Your Policy**, and anyone whose personal information has been supplied to **Us** in connection with **Your Policy**, including anyone who may pay **Your** premiums on **Your** behalf (all defined as 'You' for the purpose of this section). When providing information about others **You** confirm that **You** have the consent of these individuals to supply their personal information to **Us** for the purposes set out in the Privacy Policy.

It informs **You** of:

- when and why **We** collect **Your** personal information
- the type of information **We** may collect
- how **We** use and share **Your** personal information or information about **Your Policy** with others, including other members of **Our** group of companies, law enforcement agencies and other authorities, and credit reference agencies
- any transfer of **Your** information to other countries and the level of protection applied to **Your** information
- any rights **We** have to transfer **Your** personal information to any third party, and
- the monitoring or recording of calls, emails, text messages or other communications in accordance with UK law.

The Privacy Policy also contains information about **Your** right to ask **Us** for a copy of **Your** personal information under the Data Protection Act 1998, or to ask **Us** to correct any inaccuracies in **Your** information.

If **You** would prefer to receive a printed copy of **Our** Privacy Policy, please email [DPO@esure.com](mailto:DPO@esure.com) with **Your** name and address.

## Optional extras

If **You** buy Family Legal Protection (administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited), Home Emergency, Pest (administered by AXA Assistance (UK) Limited and underwritten by InterPartner Assistance SA (IPA)) and/or Annual Travel Insurance (administered by Cigna Insurance Services (Europe) Limited) **We** will collect **Your** premium for this cover. esure Services Limited

collect the premium on behalf of Arc Legal Assistance, AXA Assistance (UK) Limited and Cigna Insurance Services (Europe) Limited.

### Regulatory status

esure Services Limited (registered in England and Wales number 2135610) are authorised and regulated by the Financial Conduct Authority number 312063 and esure Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. **We** are entered on the Financial Services Register, number 203350. **Our** name, address and regulatory status can be checked by visiting the FCA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling the FCA on 0800 111 6768.

**Our** registered office is: The Observatory, Reigate, Surrey, RH2 0SG.

### Compensation arrangements

esure Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business, **You** may be entitled to compensation from the scheme.

Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from [www.fscs.org.uk](http://www.fscs.org.uk) or phoning 020 7741 4100. Alternatively **You** can write to FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## How to make a claim

To make a claim or tell **Us** about anything **You** think may result in a claim, please call **0345 601 7072**.

- **Our** claims line is available 24-hours a day seven days a week
- For existing claims **Our** claims team are available: Monday to Friday 8am – 8pm, Saturday 9am – 4pm.

**We** want to make **Your** claims process as quick and easy as possible, therefore it is helpful to have as many details as possible to hand, as this will speed up the process.

### What you need to do:

- ✓ ring **Us**, as soon as possible to prevent further damage and **We** will register **Your** claim details, and talk **You** through the next steps
- ✓ if **You** have been a victim of theft or vandalism report this to the Police as **We** will require a crime or loss reference number
- ✓ if an accident occurs and **You** think **You** might be at fault do not admit liability or promise to pay a claim without discussing with **Us** first
- ✓ please keep any damaged items for inspection – do not dispose of anything
- ✓ **We** may require evidence of ownership and/or proof of purchase, such as receipts/valuations – photographs will also help **Us** to proceed with the claim
- ✓ if **You** and **Your Household** receive any third party claim forms, summons, legal documents or any other letter about the claim it is important **You** forward these on to **Us** as soon possible.

### What we will do:

- ✓ for small claims, it is sometimes possible to process these over the phone through **Our** approved suppliers. If **We** are unable to do this, **We** may ask for estimates or quotations from **You** to support **Your** claim
- ✓ for larger claims, it is likely **We** will arrange for a claims adviser, restoration company, building surveyor, investigator or supplier to come out and visit **You** as soon as possible
- ✓ in the event that **Your Home** is so badly damaged that **You** need another place to stay, alternative accommodation costs can be covered under the **Buildings** and **Contents** section of **Your Policy** (limits apply as shown in **Your Policy Schedule**)
- ✓ defend or settle any legal claim in **Your** name, or in the name of any other person insured by this **Policy**
- ✓ recover from any person who is not covered by **Your Policy**, any payment **We** may make to **You** or

anyone else at **Our** own expense. **We** can do this in **Your** name, or in the name of any other person covered by **Your Policy**, whether or not **We** have made any payment under **Your Policy** when **We** choose to take this step.

### General conditions that apply when making a claim:

- if **You** or **Your Household** do not comply with any part of these conditions, **We** have the right not to pay the claim
- do not repair any damage without **Our** consent
- tell the police as soon as possible about all incidents of theft, attempted theft or vandalism, damage or injury caused deliberately by other people
- **You** must not dispose of any damaged property without **Our** permission. **We** can enter any **Building** where there has been loss or damage and deal with any damaged property in a reasonable manner. However, **You** cannot just leave damaged property for **Us** to deal with
- if **We** settle a claim for lost **Contents**, **Personal Possessions** and **Specified Items**, any items subsequently recovered becomes **Our** property
- to help **Us** process **Your** claim **We** may ask for information that is reasonably required to support the claim. **We** will only ask for information relevant to **Your** claim such as: documentation, written estimates, receipts, reports on the cause of damage, correspondence from other people, photographs, proof of ownership or value, valuations, crime reference numbers, details of other insurance policies, pre-purchase surveys, user manuals, which are in **Your** or **Your Household** possession or easily obtainable.

### Terms which relate to the loss

Where the cover under **Your Policy** depends on **You** or **Your Household** abiding by **Terms** which:

- relate to particular **Buildings** or locations;
- apply at particular times; or
- lower the chance of particular types of loss, damage or liability happening.

**We** will pay for claims where **You** can show that not abiding by the **Terms** did not increase the chance of loss, damage or liability for which a claim has been made.

### Fraud

If **You**, or any member of **Your Household**, or anyone acting for **You** or them makes a claim in a fraudulent, false or exaggerated way, or where **We** are given any documents which are false or stolen, **We**:

- will not pay the claim;
- will recover any amounts **We** may already have paid for the claim;
- may end **Your Policy** from the date on which the fraud happened and not return any premium;
- tell the police if **We** suspect fraud.

## How we settle your claim

### Buildings

If **Your Buildings** suffer loss or damage as a result of fire, **We** can choose to:

- pay the cost of work carried out to rebuild, replace or repair **Your Buildings**; or
- arrange for **Your Buildings** to be rebuilt, replaced or repaired.

If **Your Buildings** suffer loss or damage as a result of any of the other circumstances listed in **Your** policy booklet, **We** can choose to:

- pay the cost of work carried out to rebuild, replace or repair **Your Buildings**; or
- arrange for **Your Buildings** to be rebuilt, replaced or repaired; or
- pay the difference between the market value of the **Buildings** immediately before the loss or damage happened and the market value immediately after the loss or damage happened. If repair or replacement cannot be economically carried out. Any payment **We** make will not exceed the **Rebuilding Cost**

In any event, **We** will not pay any extra cost for extending or improving **Your Buildings** once they are rebuilt.

Where it is possible to rebuild, replace or repair **Your Buildings** but **You** do not agree with these settlement options, **We** will pay **You** cash based on the rebuild, replacement or repair cost to **Us**.

Where **We** choose to appoint a recommended supplier to rebuild, replace or repair **Your Buildings**, these repairs will be guaranteed for a period of 12 months following the date of completion.

### Contents, personal possessions, specified items

If **Your Contents, Personal Possessions** or **Specified Items** are lost or damaged in any of the circumstances explained in the policy booklet, **We** can choose to:

- pay the cost of repairs
- arrange for repairs; or
- give **You** an equivalent replacement.

If it is not possible to repair and an equivalent replacement is not available **We** will pay **You** cash based on the full replacement cost.

However if it is possible to make a repair and/or if an equivalent replacement is available but **You** do not agree with these settlement options, **We** will pay **You** cash based on the applicable equivalent repair or replacement cost to **Us**.

### The most we will pay for contents and personal possessions:

- **Household Goods** up to the **Sum Insured** shown in **Your Schedule**
- **High Risk Items** up to the **Sum Insured** shown in **Your Schedule**
- **Personal Possessions** up to the **Sum Insured** as shown in **Your Schedule**
- The maximum **We** will pay for any pedal cycle, including accessories is £500
- The maximum **We** will pay for any single item not specified in your **Schedule** is £1499.99
- **We** will not pay under any section of the **Policy** for any one pedal cycle, including accessories where the replacement value as new is more than £500 if it has not been specified.
- **We** will not pay under any section of the **Policy** for any single item valued at £1,500 or more that has not been listed as a **Specified Item**.

### The most we will pay under specified items

- the **Sum Insured** for that **Specified Item**

**You** will not be able to claim for any pedal cycle worth more than £500 or any item valued at £1,500 or more, under any section of this **Policy** if the item has not been listed as a **Specified Item**.

## Definitions

Below are the meanings of certain words when they are used in this **Policy** document or **Your Schedule**.

### Bedroom

A room used as a **Bedroom**, or a room originally built to be a **Bedroom** even if currently used for another purpose.

### British Isles

The **United Kingdom**, Republic of Ireland, Channel Islands and Isle of Man.

### Buildings/Home

**Your House**, the fixtures and fittings, outbuildings, garages and greenhouses, which are all designed and only used for domestic purposes and are all at the address shown in **Your Schedule**. **Your Buildings/Home** also includes any swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the insured address shown on **Your Schedule**.

### Contents

All **Household Goods** and **High Risk Items** belonging to **Your Household** or which **Your Household** is legally responsible for and which in either case are kept in the **Home**.

## Endorsement

Any amendment to the **Terms** of the policy booklet shown in **Your Schedule**.

### Excess – paying part of a claim

The first amount **You** must pay towards any claim as shown in **Your Schedule**. This can be any or a combination of the following:

- **Policy Excess**

This is the standard amount **You** have to pay towards certain claims under the **Terms** of **Your Policy**

- **Voluntary Excess**

This is the amount of each claim **You** have chosen to pay in return for a reduction in **Your** premium. This is payable in addition to the **Policy Excess**.

The combined total of **Policy Excess** and **Voluntary Excess** will be shown in **Your Schedule** as **Excess**

- **Subsidence Excess**

This is the amount **You** have to pay towards the cost of each **Buildings** claim for **Subsidence, Heave** or **Landslip**. The amount is shown in **Your Schedule**

- **Escape of Water Excess**

This is the amount **You** have to pay towards the cost of each escape of water claim. The amount is shown in **Your Schedule**.

## Exclusion

Something **Your Policy** does not cover.

These are shown in each part of the policy booklet under the heading 'What is not covered', and under 'General exclusions which apply to this policy'.

## Flood

Is an invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **Buildings**.

## Heave

Upward movement of the ground beneath **Your Buildings** as a result of soil expansion.

## High Risk Items

Any of the following items that are at high risk of theft, which are kept in the **Home**, and consist only of the following:

- articles of gold, silver or other precious metals
- computer equipment
- furs
- jewellery
- mobile phones
- paintings
- stamp, coin, and medal collections
- watches.

**High Risk Items do not include:**

- property owned or used totally or partly for business purposes or connected with any employment (except property defined as **Office Equipment**)
- data, information or computer programs which have been created by, or specifically for members of **Your Household**
- property more specifically insured by this or any other insurance policy.

## House

The **House**, self-contained flat or other structure **You** live in at the address shown in **Your Schedule**. This

does not include the fixtures and fittings, outbuildings garages and greenhouses, swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences or any other part of **Your Home**.

Unless described differently by an **Endorsement** the **House** must be built of brick, stone or concrete, and roofed with slate, tile, asphalt or concrete.

## Household Goods

All goods (including clothing) kept in the **Home**.

**Household Goods** do not include:

- **High Risk Items**
- any domestic appliance which is part of fitted units
- fixtures and fittings
- living creatures
- **Motor Vehicles**, caravans, trailers, boats, canoes, windsurf boards, sailboards, personal watercraft, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these
- property owned or used totally or partly for business purposes or connected with any employment (except property defined as **Office Equipment**)
- data, information or computer programs which have been created by, or specifically for members of **Your Household**
- property more specifically insured by this or any other insurance policy.

## Index-linked(ing)

We will **Index-link** the sums insured for **Contents**, **Personal Possessions** and **Specified Items**. This means that the sums insured are linked to the consumer durables section of the retail price Index and will be automatically adjusted each month in-line with increases in these indices. However, if the indices fall **We** will not reduce the sums insured in line with the fall.

## Landslip

Slippage or downward movement of sloping ground.

## Money

Personal **Money You** have for private reasons in the following forms:

- current coin or banknotes, cheques and travellers cheques
- postal or **Money** orders and current postage stamps
- national savings stamps or certificates and premium bonds
- luncheon vouchers, current travel tickets or other tickets with a fixed value
- trading stamps, gift vouchers and phone cards
- stamps for paying **Your** TV license, gas, electricity or other bills.

## Motor Vehicles

Any electrical or mechanical, power-driven or power-assisted vehicle. **We** do not class the following items as a motor vehicle: golf trolleys or domestic gardening machinery, any electrical or mechanical power-driven or power-assisted wheelchairs (which are not registered for road use) or pedestrian/radio controlled toys or models.

## Office Equipment

Office furniture, computer equipment which is not designed to be portable, keyboards, monitors, computer software, printers, fax machines, photocopiers, typewriters, word processing equipment, business books and stationery up to the amount insured shown in **Your Schedule**. **Office Equipment** does not include laptops, ipads, tablets, kindles and other forms of computerised equipment, which **You** can easily carry around.

## Period of Cover

The **Period of Cover** shown in **Your Schedule** unless **Your Policy** is cancelled, in which case the **Period of Cover** shall end on the cancellation date.

## Personal Possessions

Luggage, clothing, jewellery, sports, musical, camping and photographic equipment and any item removed from **Your Home** which is normally worn, carried or transported by a person provided each individual items replacement cost as new is less than £1,500 and any pedal cycles replacement cost as new £500 or less.

## Policy

This policy booklet, as updated by any amendments to it that **We** have sent to **You**, and **Your Schedule**.

## Rebuilding Cost

The full cost of rebuilding **Your Buildings** in the same form, size, style and condition as when new including the cost of complying with local authority and other statutory requirements, fees and clearance costs.

## Schedule

The document headed 'Home Insurance Schedule' which:

- records the information **You** have given **Us**
- shows the people who are insured by **Your Policy**
- sets out which sections of cover in the policy booklet **You** have bought; and shows any other **Terms** which apply to **Your** cover, including **Sums Insured**, **Excesses** and any **Endorsements**.

## Settlement

Downward movement as a result of the soil being compressed by the weight of **Your Buildings**.

## Specified Items

Any **High Risk Item** or **Household Good(s)** specified in **Your Schedule**:

- to buy a replacement would cost £1,500 or more
- any pedal cycle which would cost more than £500 to buy a new replacement.

This does not include items of furniture (such as tables, chairs and carpets, or domestic kitchen appliances such as washing machines, cookers, refrigerators and dishwashers).

## Storm

A violent gale force 10 on the Beaufort scale reaching wind speeds of 55 mph or above and/or 25mm or more of rainfall in any 24-hour period, and/or snow to a depth of at least 1 ft (300mms) in 24-hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass, according to **Our** weather data.

## Sum Insured

The **Sum Insured** is shown in **Your Schedule**, together with any necessary adjustments for **Index-linking We** apply. This is the maximum amount **We** will pay for all claims, which happen as a result of any one incident. The maximum **Sum Insured** is not reduced if **We** pay any claim and **Policy** limits as shown in **Your Schedule** may apply.

## Subsidence

The downward movement of the ground on which **Your Buildings** stand other than by **Settlement**.

## Terms

All **Terms**, **Exclusions**, conditions and limitations which apply to **Your Policy**.

## Unfurnished

When **Your** House does not contain sufficient furniture for normal living purposes and is in this condition for more than 30 consecutive days.

## United Kingdom, UK

Great Britain and Northern Ireland.

## Unoccupied

When **Your House** is not being lived in by **You** or any member of **Your Household** for more than 30 consecutive days.

## We/Us/Our

esure Insurance Limited.

## You/Your

The person or people shown in **Your Schedule**, **Your** spouse, civil partner or cohabitee living permanently with **You** in **Your House**.

## Your Household

**You**, members of **Your** family (including foster children) and **Your** domestic employees living permanently with **You** in the **House**.

# Your Cover

**Your Schedule** shows whether **You** have bought **Buildings** and/or **Contents** Insurance which provides cover for the following causes:

## 1.Fire

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of fire.

### What is not covered?

We will not pay for loss or damage caused by:

- tobacco burns, scorching, singeing, melting, warping, or other forms of heat distortion unless accompanied by flames.

## 2.Theft or attempted theft

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of theft or attempted theft.

### What is not covered?

We will not pay for any loss or damage to **Your Buildings** or **Contents**:

- caused by **You**, **Your Household**, paying guests or tenants
- if **Your House** is **Unfurnished** or **Unoccupied**.

We will not pay for loss or damage to **Your Buildings**:

- where no violence and force is used to enter or leave the **Buildings**.

We will not pay for loss or damage to **Your Contents**:

- while any part of **Your Home** is let or sublet
- caused while **You** and **Your Household** are away from the **Home** unless violence and force is used to enter or leave **Your Buildings**
- caused by theft by deception unless that deception was used solely to enter **Your Home**.

We will not pay for theft of **Money**:

- unless someone has broken into or out of **Your House** by using force and violence.

We will not pay for loss or damage to **Your** pedal cycles if:

- only the pedal cycle wheels/tyres or accessories is lost or damaged
- it is more specifically insured by any other insurance policy
- to any pedal cycle with a motor.

## 3.Storm/flood

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of **Storm** or **Flood**.

### What is not covered?

We will not pay for loss or damage:

- to gates, hedges or fences
- caused by frost
- caused by or resulting from the failure of a flat felt roof due to wear and tear or lack of maintenance
- caused by rising ground water levels which happens gradually over a period of time
- to car ports, canopies and awnings
- caused by **Subsidence**, **Heave** or **Landslip**
- to alterations or extensions to **Your Buildings** until completed.

## 4.Lightning/thunderbolt/earthquake

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of lightning, thunderbolt or earthquake.

### What is not covered?

General **Terms** and conditions apply.

## 5.Explosion

### What is covered?

We will pay for loss or damage to **Your Buildings** or **Contents** as a result of explosion.

### What is not covered?

General **Terms** and conditions apply.

## 6.Subsidence or heave of the site on which your buildings stand or landslip

### What is covered?

We will pay for the loss or damage to **Your Buildings** or **Contents** as a result of **Subsidence** or **Heave** of the site on which **Your Buildings** stand or **Landslip**.

### What is not covered?

We will not pay for loss or damage to **Your Buildings** or **Contents** caused by or consisting of:

- coastal or river erosion
- inadequate foundations which did not meet the building regulations which were in force, at the time the foundations were constructed
- demolition, construction, or the structure of the building being altered or repaired

- the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **Buildings**
- damage to, or resulting from the movement of solid floor slabs, unless the foundations beneath the outside walls of the **House** are damaged at the same time and by the same cause
- **Subsidence, Heave or Landslip** which occurred prior to the commencement of the **Period of Cover**
- **Settlement**, compaction or consolidation of the site due to the weight of new structures or fill material or **Settlement**, compaction or consolidation of newly made up ground.

We will not pay for loss of or damage to outbuildings, garages, greenhouses, swimming pools, hard tennis courts, garden walls, patios, terraces, hedges, fences, gates, footpaths, drains and driveways unless **We** also accept a claim from **Subsidence, Heave or Landslip** damage to the **House**.

## 7. Escape of water/burst pipes

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems, or as a result of water freezing in water tanks, equipment or pipes.

### What am I not covered for?

We will not pay for loss or damage:

- if **Your House** is **Unfurnished** or **Unoccupied**
- if **Your Home** is not being lived in for more than five days unless **You** have taken reasonable care to maintain sufficient heat in the **House** or have shut off the water supply at the mains throughout **Your** absence
- caused by overflowing water from wash basins, sinks, bidets, showers, and baths as a result of the taps being left on
- caused by failure or lack of appropriate sealant and/or grout
- caused by gradual operating cause
- to the tank, pipe or installation itself if caused by normal wear and tear
- to **Your Buildings** resulting from **Subsidence, Heave or Landslip** caused by the escaping water.

## 8. Escape of oil

### What is covered?

We will pay for damage to **Your Buildings** or **Contents** as a result of oil escaping from any fixed heating installation, pipes or equipment.

### What is not covered?

We will not pay for:

- damage if **Your House** is **Unfurnished** or **Unoccupied**
- damage to the tank, pipe or installation if caused by normal wear and tear
- the cost of replacing any lost oil.

## 9. Impact

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of impact by any vehicle or animal.

### What is not covered?

We will not pay for loss or damage caused by vermin, birds, insects or domestic pets.

## 10. Breakage or collapse of TV aerials, radio aerials, aerial fittings, masts and satellite dishes

### What is covered?

- We will pay for loss of, or damage to **Your Buildings** as a result of breakage or collapse of television aerials, radio aerials, aerial fittings, masts and satellite dishes.
- We will pay for loss or damage to television aerials, radio aerials, aerial fittings, masts and satellite dishes, which form part of **Your Contents**.

### What is not covered?

General **Terms** and conditions apply.

## 11. Aircraft and other airborne devices or articles dropped from them

### What is covered?

We will pay for damage to **Your Buildings** or **Contents** as a result of aircraft and other airborne devices or articles dropped from them.

### What is not covered?

General **Terms** and conditions apply.

## 12. Falling trees or branches

### What is covered?

We will pay for loss of or damage to **Your Buildings** and **Contents** as a result of falling trees or branches.

### What is not covered?

- We will not pay for loss or damage where the **Buildings** or **Contents** are not damaged
- We will not pay for the removal of trees or branches where the **Buildings** or **Contents** are not damaged.

## 13. Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people

### What is covered?

We will pay for loss of or damage to **Your Buildings** or **Contents** as a result of riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.

### What is not covered?

We will not pay for loss or damage:

- caused by **You, Your Household**, paying guests or tenants
- If **Your House** is **Unfurnished** or **Unoccupied**.

## 14. Smoke

### What is covered?

We will pay for loss or damage to **Your Buildings** or **Contents** as a result of smoke.

### What is not covered?

We will not pay for loss or damage:

- caused by agricultural or industrial work
- caused by smog.

## 15. Accidental damage

This cover only applies if You have chosen Accidental Damage and Accidental Damage appears in Your latest Schedule.

### What is covered?

We will pay for accidental loss of or damage to Your Buildings or Contents as a direct result of a single, unexpected and unintended event which is not a result of any causes listed above.

### What is not covered?

We will not pay for loss or damage:

- arising during or as a result of cleaning, dyeing, alteration, restoration, repair or renovations
- caused by moth, vermin, birds, insects, fungi, dry or wet rot
- caused by domestic pets chewing, scratching, fouling, tearing or vomiting
- due to faulty materials, poor workmanship or design
- caused by paying guests or tenants
- if Your House is Unfurnished or Unoccupied
- caused by the sun, weather or atmospheric conditions.

We will not pay for the cost of maintenance or routine decoration

We will not pay for loss of or damage to Your Buildings:

- while Your Home or any part of it is lent, let or sub-let
- to any alterations or extensions to Your Home until the alteration or extension is complete.

We will not pay for loss of or damage to Contents:

- caused by You or Your Household defrosting freezers and/or refrigerators or if the contents of Your freezers and/or refrigerators are spoiled for any other reason
- caused by computer viruses
- which are fragile items whilst You move home, unless they have been packed by professional packers
- while You move home, unless a professional removal firm is moving them
- while in a furniture storage facility, saleroom or exhibition
- which are more specifically insured by this or any other policy.

The following sections apply if Your Schedule says You have Buildings cover.

It is important that You read Your Schedule and the General Terms, conditions and Exclusions that apply to this Policy. We will only pay up to the Policy limit as shown in Your Schedule.

Whenever You make a claim You will need to pay the Excess shown in Your Schedule.

## Glass and sanitary ware

### What is covered?

We will pay for replacing the following if they are accidentally damaged:

- fixed glass in windows, doors, fan lights, skylights and solar panels
- sanitary fixtures such as sinks, toilets, shower trays, shower screens and baths
- ceramic hobs which form part of fitted units.

### What is not covered?

We will not pay for loss of or damage:

- to alterations or extensions to Your Home until completed
- caused by any paying guest or tenant
- if Your House is Unfurnished or Unoccupied
- arising during or as a result of cleaning, dyeing, alteration, restorations, repair or renovations
- due to faulty materials, poor workmanship or design.

## Underground services

### What is covered?

We will pay for the cost of repairing underground pipes, cables and septic tanks providing services to and from Your Home, which You are legally responsible for, and which break accidentally.

We will also pay for the cost of breaking into and repairing any foul water underground pipe between the main sewer and Your Home following the blockage of a pipe, if this is necessary because normal methods of releasing the blockage are unsuccessful. We will also pay for the cost of clearing a blocked drain if caused by damage to the fabric of the drain.

### What is not covered?

We will not pay for loss of or damage:

- to the drains caused by any defect in their design, construction or installation
- caused by demolition, alteration, renovation or repair to Your Home
- to soakaways and/or field drains.

## Alternative accommodation and rent

### What is covered?

If Your House cannot be lived in as a direct result of loss or damage insured under causes numbered 1 – 14, We will pay the following:

If You occupy the Home:

- the reasonable cost of alternative accommodation if this is necessary for You, Your Household and Your domestic pets
- up to two years' ground rent, if You have to pay this.

If Your Home is lent or let:

- loss of any rent due to You.

### What is not covered?

We will not pay for any costs **You** agree to pay without **Our** permission.

## Sale of your home

### What is covered?

When **You** have exchanged contracts for the sale of **Your Home**, the buyer will have the benefit of the insurance provided under the Building section of the **Policy** if any loss or damage happens. However, this benefit only lasts until the date of completion.

### What is not covered?

The buyer will not have any benefit provided under this section if the **Buildings** are insured by the buyer under any other policy.

## Professional fees, clearance costs and local authority requirements

### What is covered?

After loss or damage to **Your Buildings** which is insured by this **Policy**:

#### Professional fees

We will pay for architects' fees, surveyors' fees and legal fees necessary to rebuild, replace, or repair **Your Buildings**.

#### Clearance costs

We will pay for the cost of removing debris, dismantling, demolishing, shoring-up or propping up **Your Buildings**. **You** must get **Our** permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.

#### Costs you must pay by law

We will also pay the cost of meeting applicable building and government regulations and local authority by-laws.

### What is not covered?

We will not pay:

- any fees **You** incur to help **You** prepare an insurance claim
- costs of meeting government or local authority regulations if they told **You** about these regulations before the loss or damage happened
- costs for any part of **Your Buildings** which are not damaged.

## Your liability as the owner of your home

### What is covered?

We will pay **You** up to the **Policy** limit shown in **Your Schedule** for all compensation and legal costs **You** become legally liable to pay as a result of accidents happening in and around **Your Home** solely because **You** are the owner, but not the occupier, of **Your Home**. These accidents must result in:

- accidental death, bodily injury to, or illness of, any person; or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

We will also pay legal costs which it is necessary for **You** to pay to defend any claim brought against **You** which is covered by this section of **Your Policy** as long as **We** have agreed to do so before hand.

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## YOUR LIABILITY IF YOU ARE BOTH THE OWNER AND THE OCCUPIER OF YOUR HOME:

In law, accidents which happen in **Buildings** or on land are often the responsibility of the occupier of the **Buildings** or land rather than the owner. Cover against any liability that **You** may incur as the occupier of **Your Home** or its land is not provided by this section and in order to protect yourself **You** should ensure that **You** also have **Contents** insurance which will provide Occupier's Liability cover.

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### What is not covered?

We will not pay for the following:

1. loss or damage to property which belongs to or is in the care of:
  - **Your Household**
  - any other person who permanently lives with **You**, or
  - any person employed by members of **Your Household**.
2. liability which happens because **You** own any land or building which is not one of the following:
  - **Your Home**
  - any private house which **You** or a member of **Your Household** living permanently with **You** is temporarily living in
  - any previous **Home** which **You** occupied immediately before it was disposed of or sold and which **You** may be liable for under the Defective Premises Act 1972.
3. liability which arises because of **Your** trade, profession or employment or that of any member of **Your Household**
4. liability arising from a contract or agreement unless the liability would have existed without that contract or agreement.

## Your liability as the owner of your previous homes

### What is covered?

If **You** owned any previous home and **You** occupied it before it was disposed of or sold, **We** will pay **You** up to the **Policy** limit shown in **Your Schedule** for all compensation and legal costs **You** become legally liable to pay under Section 3 of the Defective Premises Act 1972 in respect of any previous homes, for accidents happening in and around that **Home**. These accidents must result in:

- accidental death, bodily injury to, or illness of, any person; or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

The cover under this section will continue for seven years from the date this **Policy** expires or is cancelled.

We will also pay legal costs which it is necessary for **You** to pay to defend any claim which is covered by this section or representing **You** in any other inquiry or proceedings relating to a liability that is covered by this section, as long as **We** have agreed to do so beforehand.

### What is not covered?

We will not pay for the following:

1. loss or damage to property which belongs to or is in the care of:
  - **Your Household**
  - any other person living permanently with **You**; or
  - any person who is employed by **You** or any member of **Your Household**.
2. liability that is covered under a more recent policy.

## Emergency entry

### What is covered?

We will pay for the cost of repairing damage to **Your Buildings** and/or the garden caused when the fire, police or the ambulance services have to force an entry because of an emergency.

### What is not covered?

General **Terms** and conditions apply.

## External door locks

### What is covered?

We will pay the cost of replacing and installing locks and keys on the external doors of **Your Home** if the keys to those are lost or stolen.

### What is not covered?

General **Terms** and conditions apply.

## Trace and access

### What is covered?

If the **Buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **Home**, We will pay for the reasonable cost of removing and replacing any part of the **Buildings** necessary to find and repair the source of the leak and making good the removed or replaced elements of the **Building**.

### What is not covered?

General **Terms** and conditions apply.

**The following sections apply if Your Schedule says You have Contents cover.**

**It is important You read Your Schedule and the General Terms, conditions and exclusions that apply to this Policy. We will only pay up to the Policy limit as shown in Your Schedule.**

**Whenever You make a claim You will need to pay the Excess shown in Your Schedule.**

## Contents in your garden

### What is covered?

We will pay for loss of or damage to **Your Contents** as a result of causes numbered 1, 2, 4, 5 and 7 to 14 whilst they are outside and in the open but still within the boundaries of **Your Home**. This can also include the replacement of trees, shrubs plants and lawns.

### What is not covered?

We will not pay for the following:

- loss or damage if **Your House** is **Unfurnished** or **Unoccupied**
- any **Exclusion** applicable to the relevant cause.

## Contents which are temporarily removed from the home

### What is covered?

We will pay if **You** suffer loss of or damage to **Your Contents** by any of the causes numbered 1 – 14 while those **Contents** are temporarily removed from **Your Home** and left in:

- a bank deposit box
- a **House** that is lived in
- any building where **You**, or members of **Your** family who permanently live with **You** work, or are staying.

### What is not covered?

We will not pay for loss or damage:

- while the goods are being moved, worn or carried
- caused by theft or attempted theft unless violence and force is used to enter or leave the property while **Your Contents** are in a furniture storage facility, saleroom or exhibition
- caused by theft by deception other than deception used solely to enter the property that is lived in
- any **Exclusion** applicable to the relevant cause
- more specifically covered by this **Policy**.

## External door locks

### What is covered?

We will pay the cost of replacing and installing locks and keys on the external doors of **Your Home** if the keys to those are lost or stolen.

### What is not covered?

General **Terms** and conditions apply.

## Metered water, oil or liquid petroleum

### What is covered?

We will pay for loss of metered water, oil or liquid petroleum gas resulting directly from accidental damage to pipes and equipment which provide services to **Your Buildings**.

### What is not covered?

We will not pay for loss or damage where the **House** is **Unoccupied**.

## Mirrors and glass

### What is covered?

We will pay up for replacing the following if they are accidentally damaged:

- mirrors
- glass tops to furniture
- fixed glass in furniture
- ceramic hobs or ceramic tops to cookers.

### What is not covered?

We will not pay for any loss or damage:

- caused by any paying guest or tenant
- if **Your House** is **Unfurnished** or **Unoccupied**
- arising, during, or as a result of cleaning, dyeing, alteration, restorations, repair or renovations
- due to faulty materials, poor workmanship or design.

## Alternative accommodation and rent

### What is covered?

If **Your House** cannot be lived in as a direct result of loss or damage insured under causes numbered 1 – 14, **We** will pay **You** the following:

- the reasonable cost of alternative accommodation if this is necessary for **You**, **Your Household** and **Your** domestic pets
- the cost of temporary storage of **Your Contents**
- rent which should be paid to **You** or by **You**.

### What is not covered?

**We** will not pay for any costs **You** agree to pay without **Our** permission.

## Fatal Accident benefit

### What is covered?

**We** will pay up to the **Policy** limit shown in **Your Schedule** if **You** or **Your** husband, wife or civil partner suffers injury, which results in **Your** or their death within 60 days. This must be caused by any of the following:

- an accident, assault or fire in **Your Home**
- an accident while travelling as a fare-paying passenger by train, bus, tram or licensed taxi
- an assault in the street.

### What is not covered?

**We** will not pay any benefit if the claim concerns:

- injury to **Your** husband, wife or civil partner if he or she does not normally live at the same address as **You**
- any incident happening outside the **United Kingdom**.

## Personal liability and your liability as occupier of your home

### What is covered?

#### a) Personal liability

**We** will pay **You** or any member of **Your Household** up to the **Policy** limit shown in **Your Schedule** for all compensation and legal costs, **You** become personally legally liable to pay as a result of accidents that are not connected with **You** owning or occupying **Your Home**.

These accidents must result in:

- accidental death, bodily injury to, or illness of, any person (but not any member of **Your Household** or **Your** employees); or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

#### b) Your liability as occupier of your home

**We** will pay **You** or any member of **Your Household** up to the **Policy** limit shown in **Your Schedule** for compensation and legal costs, **You** become legally liable to pay for accidents happening in and around **Your Home** as a result of being the occupier of **Your Home**.

These accidents must result in:

- accidental death, bodily injury, or illness to any person (but not any member of **Your Household** or **Your** employees); or
- loss of, or damage to property.

This is for all claims made against **You** or any member of **Your Household** as a result of any one incident.

**We** will also pay legal costs when it is necessary for **You** to pay to defend any claim which is covered by this section, or representing **You** or any other person covered by this section in any inquiry or proceedings relating to a liability that is covered by this section, as long as **We** have agreed to do so beforehand.

### What is not covered?

**We** will not pay for the following:

1. Loss or damage to the property which belongs to or is in the care of:
  - **Your Household**
  - any other person who permanently lives with **You**, or
  - any person employed by members of **Your Household**.
2. Liability which only arises because **You** or **Your Household** occupy any land or building other than **Your Home**
3. Liability which arises because of **Your** trade, profession or employment or that of any member of **Your Household**
4. Liability which arises because **You** or **Your Household** own, possess or use the following:
  - animals other than non-dangerous domestic dogs (dangerous dogs are those named in Section 1 (1) of the Dangerous Dogs Act 1991 or any amending legislation) and horses used for private hacking;
  - firearms except for shotguns or air guns which **You** or **Your Household** can legally own without possessing a firearms certificate.
5. Liability which arises because **You** own, possess or use the following:
  - **Motor Vehicles**
  - aircraft, drones, model and toy aircraft
  - boats, boards and craft designed to be used on or in water, other than (i) those only propelled by oars or paddles (ii) pedestrian controlled toys or models.
6. Liability which arises through **You** or any member of **Your Household** passing on any contagious diseases or virus
7. Liability arising from a contract or agreement unless the liability would have existed without that contract or agreement
8. Liability which arises from deliberate or malicious acts
9. Liability arising from demolition, underpinning or other foundation or ground improvement work, construction, building, electrical or plumbing work carried out by **You** or **Your Household**, in or around **Your Home** or by contractors, sub-contractors or employees on **Your** or **Your Household's** behalf
10. Liability arising out of professional services or advice which **You** or any member of **Your Household** may provide
11. Any liability covered by any other insurance policy.

## Domestic staff – your liability as their employer

### What is covered?

**We** will pay **You** up to the **Policy** limit shown in **Your Schedule** for compensation and legal costs which **You** become legally liable to pay for accidental death, bodily injury, illness or disease to any person who **You** employ under an employment contract as domestic staff in **Your Home** which is caused during the **Period of Cover** and by the work they are employed to do. The work can be anywhere within the **United Kingdom** or while travelling with **You** on temporary visits overseas.

In the same way as **You** are insured, **We** will also insure any member of **Your Household** who permanently lives with **You** and employs domestic staff.

**We** will also pay legal costs which are necessary for **You** or any member of **Your Household** to pay to defend or represent **You** or them in any inquiry or proceedings relating to a liability that is covered by this section, as long as **We** have agreed to do so beforehand.

### What is not covered?

General **Terms** and conditions apply.

## Your liability as a tenant

### What is covered?

We will pay You up to the **Policy** limit shown in **Your Schedule** for compensation and legal costs which You are legally liable to pay as a tenant for damage to the property caused by:

- loss of or damage to the **Building** by causes numbered 1 – 14
- accidental damage to:
  - (i) service pipes, cables, drain inspection covers, septic tanks and cesspits
  - (ii) all fixed glass sanitary fittings.

We will also pay for legal costs which it is necessary to pay to defend any claim which is covered by this section of **Your Policy**, as long as **We** have agreed to do so beforehand.

### What is not covered?

We will not pay for the following:

- any **Exclusion** applicable to the relevant cause
- the cost of maintenance and normal decoration
- **Your** liability for any loss or damage which happens while **Your House** is **Unoccupied** or **Unfurnished**
- liability which would fall within any of the **Exclusions** to the cover for personal or occupier's liability.

## Deeds and documents

### What is covered?

We will pay for the cost incurred in preparing new title deeds to **Your Home** following loss or damage by any cause numbered 1 – 15.

### What is not covered?

General **Terms** and conditions apply.

## Special events

### What is covered?

Where **You** have a valid claim under any of the causes numbered 1 – 15, **Your Contents Sum Insured** will be increased by the amount shown below for the following events:

#### Religious festivals

During the period of four weeks before and after a religious festival **Your Household** celebrate, **Your Contents Sum Insured** is increased by 15%. This is to cover gifts and food bought for the festivities.

#### Wedding/civil ceremony gifts

During the period of four weeks before and after the day of the wedding or civil ceremony of **You** or any member of **Your Household**, **Your Contents Sum Insured** is increased by 10%. This is to cover gifts and food bought for the wedding.

#### Births

During the period of four weeks before and after the birth of **Your** new born child or the adoption by **You** of a child, **Your Contents Sums Insured** is increased by 10%. This is to cover gifts and goods bought for the birth or adoption.

### What is not covered?

We will not pay for the following:

- any **Exclusion** to the relevant cause.

## Visitors' personal effects

### What is covered?

We will pay if **Your** social visitors' personal effects, which are damaged by any of the causes numbered 1 – 14 while those effects are in **Your House**.

### What is not covered?

We will not pay:

- for any **Exclusion** applicable to the relevant cause
- if covered by any other insurance policy.

## Freezer and refrigerator contents

### What is covered?

We will pay to replace the contents of **Your** freezer or refrigerator if they are spoiled by:

- the accidental failure of the freezing unit
- fumes from **Your** freezer or refrigerator
- accidental failure of the electricity or gas supply not caused by the deliberate act of the supplier.

### What is not covered?

We will not pay for:

1. loss or damage caused by:
  - vermin, insects (unless they cause failure of the freezing unit, or the electricity or gas supply) or mildew
  - any process of cleaning, repair or alteration
  - freezers or refrigerators breaking down if they are more than 10 years old
  - strikes by the company (or its employees) supplying your power.
2. loss of or damage to:
  - the contents of freezers or refrigerators where the plug has been accidentally removed or the appliance has been switched off in error
  - the contents of freezers or refrigerators if **Your House** is **Unfurnished** or **Unoccupied**
  - the contents of freezers or refrigerators caused by **You** or **Your Household** during defrosting.

## Household removal

### What is covered?

We will pay for accidental loss or damage to **Your Contents** that occurs during their permanent removal by professional removal contractors from **Your Home** to your new permanent home within the **British Isles**.

### What is not covered?

We will not pay for loss of or damage to:

- **Money** or **High Risk Items**
- fragile items when **You** move home unless they have been packed by professional packers
- **Contents** while in a furniture storage facility, saleroom or exhibition.

## Student's contents

### What is covered?

We will pay for loss or damage resulting from causes numbered 1 – 14 to **Your Contents** temporarily removed from **Your Home** by a member of **Your Household** while kept in a locked room within college/

university halls of residence, student accommodation or a boarding school.

### What is not covered?

We will not pay for loss or damage:

- while the **Contents** are being worn, moved or carried
- caused by theft or attempted theft unless violence and force is used to enter or leave the property
- to **Contents** during holiday periods if the locked room is Unoccupied for more than 15 consecutive days
- any **Exclusion** applicable to the relevant cause.

## Nursing home

### What is covered?

We will pay for loss or damage to **Your Contents** kept with You while residing in a nursing home resulting from causes numbered 1 – 14.

### What is not covered?

We will not pay for loss or damage:

- while the **Contents** are being worn, moved or carried outside of the nursing home
- caused by theft or attempted theft unless violence and force is used to enter or leave the property
- any **Exclusion** applicable to the relevant cause.

**The following section only applies if Your Schedule says You have selected Personal possessions cover.**

**It is important that You read Your Schedule and the General Terms, conditions and Exclusions that apply to this Policy. We will only pay up to the Policy limit as shown in Your Schedule.**

**Whenever You make a claim You will need to pay the Excess shown in Your Schedule.**

## Personal possessions cover away from the home

### What is covered?

We will pay up to the **Sum Insured** as shown in **Your Schedule** subject to **Policy** limits if **Your Personal Possessions** suffer accidental loss, damage or are stolen while they are:

- temporarily removed from **Your House** to anywhere within the **United Kingdom**
- temporarily removed from **Your House** to anywhere in the rest of the world for up to 60 consecutive days.

### What is not covered?

We will not pay for the following:

- any loss or damage excluded elsewhere within this **Policy**
- theft from any building or dwelling, which is used for holiday accommodation unless violence and force has been used to enter or leave the property
- **Motor Vehicles**, caravans, trailers, boats, canoes, personal watercraft, surfboards, sailboards, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these
- living creatures
- items which do not belong to **Your Household** and which **You/they** are not legally responsible for
- contact lenses, unless specified in **Your Schedule**
- parachutes, sub-aqua equipment and sports equipment while they are being used
- items held by customs or other officials
- pedal cycle wheels/tyres or accessories unless the pedal cycle is lost, stolen or damaged at the same time

- a pedal cycle while being used for racing, pace making or trials
- theft by deception
- any pedal cycle which is left unattended away from **Your Home**, unless locked to a fixed object
- theft or attempted theft from road vehicles, unless the item(s) was/were contained in a locked boot, concealed luggage compartment or glove compartment of a locked vehicle which was broken into using force and violence
- any pedal cycle with a motor
- loss of **Money** where evidence of the amount claimed cannot be provided.

**The following section only applies if Your Schedule says You have selected Specified items cover.**

**It is important that You read Your Schedule and the General Terms, conditions and Exclusions that apply to this Policy. We will only pay up to the Specified item limit as shown in Your Schedule.**

**Whenever You make a claim You will need to pay the Excess shown in Your Schedule.**

## Specified items

### What is covered?

This provides cover if **Your Specified Items** suffer loss, damage or are stolen while they are:

- temporarily removed from **Your House** to anywhere within the **United Kingdom**
- temporarily removed from **Your House** to anywhere in the rest of the world for up to 60 consecutive days
- in **Your House**.

### What is not covered?

Any loss or damage excluded elsewhere within this **Policy**.

For **Specified Items** the **Sum Insured** must represent what it would cost to buy new replacements for all **Your Specified Items**. Please ensure You hold valuations for any jewellery and/or watches that You asked Us to insure as **Specified Items**. These valuations should not be more than 3 years old.

We will not pay under any section of the **Policy** for any pedal cycles valued at more than £500 or for any single item valued at £1,500 or more that has not been listed as a **Specified Item**.

## No claim discount that applies to contents, personal possessions and specified items

### If your no claim discount is not protected

The table below shows the no claim discount **We** will apply to a person who wishes to renew their existing cover under **Contents, Personal Possessions** and/or **Specified Items** with **Us**.

**You** can find **Your** current level of no claim discount applied to **Your** existing cover in **Your Schedule** (or contact **Us** to find out).

If **You** are renewing with **Us**, and You have not made a **Contents, Personal Possessions** or **Specified Item** claim during **Your** current **Period of Cover**, **You** will gain one year of no claim discount which will apply to **Your** renewal.

If **You** are renewing with **Us**, but have made one claim under the **Contents, Personal Possessions** or **Specified Items** section(s) during **Your** current **Period of Cover**, **You** will not gain a year of no claim discount and **Your** level of no claim discount applicable at renewal will be reduced from its current level by one year.

If **You** are renewing with **Us**, but have made two claims under the **Contents, Personal Possessions** or **Specified Items** section(s) during **Your** current **Period of Cover**, **You** will not gain a year of no claim

discount and **Your** level of no claim discount applicable at renewal will be reduced from its current level by two years.

If **You** are renewing with **Us**, but have made three claims under the **Contents, Personal Possessions** or **Specified Items** section(s) during **Your** current **Period of Cover**, **You** will not gain a year of no claim discount and **Your** level of no claim discount applicable at renewal will be zero.

Current level of no claim discount as shown in your current schedule	% discount at renewal if no claim is made in the current year	% discount at renewal if one claim is made in the current year	% discount at renewal if two claims are made in the current year	% discount at renewal if three claims are made in the current year
0	0	0	0	0
1	10	0	0	0
2	15	10	0	0
3	25	15	10	0
4	30	25	15	0
5	40	30	25	0
6	41	40	30	0
7	42	41	40	0
8	43	42	41	0
9	44	43	42	0
10	45	44	43	0

#### If your no claim discount is protected:

Once **Your** level of no claim discount has reached five years, provided **You** have not made a claim during **Your** current **Period of Cover**, for an additional premium **You** will have the option at renewal to protect **Your** no claim discount against one claim in any one **Period of Cover**.

The table below explains how this works:

Current level of no claim discount as shown in your current schedule	% discount at renewal if no claim is made in the current year	% discount at renewal if one claim is made in the current year	% discount at renewal if two claims are made in the current year	% discount at renewal if three claims are made in the current year
5	40	40	30	0
6	41	41	40	0
7	42	42	41	0
8	43	43	42	0
9	44	44	43	0
10	45	45	44	0

## General exclusions which apply to this policy

We will not pay for loss, damage or any liability resulting directly or indirectly from:

### War risks

- war, invasion, act of a foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war
- mutiny, civil commotion, military uprising, rebellion, revolution, or military or power which has been wrongly seized.

### Sonic booms

- pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

### Radioactive contamination

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any waste resulting from nuclear fuel burning or exploding
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear installation or equipment or part of it.

### Pollution or contamination

- pollution or contamination unless it is caused by leakage of oil from any fixed heating installation or from any domestic appliance in **Your Home**.

### Deliberate acts

- acts which **You** or **Your Household**, any paying guest or tenant, or anyone who has an interest in the property do on purpose or which are against the law.

### Terrorism

- terrorism is defined as the use of biological, chemical and/or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put the public or any section of the public in fear.

### Confiscation

- items being confiscated or legally taken by customs officers or other officials.

### Wear and tear

- wear and tear
- loss or damage as a result of the lack of maintenance
- loss of value over time; or
- loss or damage that happens gradually over time (for example, loss or damage resulting from wet rot or dry rot, rusting, corrosion, the affects of light or the atmosphere, damp, condensation, fading, moths, vermin, birds, insects, fungi or other gradual deterioration).

### Indirect loss

We will not pay for any losses or expenses that are not directly associated with the loss, damage or incident resulting in an insurance claim, unless **Your Policy** specifically says that **We** will cover such losses or expenses.

### Other exclusions

We will not pay for loss, damage or any liability resulting from or consisting of:

- the costs of replacing or repairing electrical or mechanical equipment that has broken down or been misused
- faulty workmanship, design or materials

- reduced value after an item has been repaired or replaced
- loss or corruption of computer software or data caused by computer viruses, malfunction, user error or where no adequate back-up copies have been kept
- loss of or damage to any item owned or used totally or partly for business purposes or connected with any employment (except property defined as **Office Equipment**)
- loss of or damage to any business stock
- any loss or damage that happened before the **Period of Cover** started
- loss of or damage to any goods while being transported via postal, parcel delivery, courier or similar delivery service
- loss or damage caused or allowed to be caused, deliberately or wilfully by **You** or any of **Your Household**, paying guest or tenant
- theft of personal effects from a vehicle, unless they are kept in a locked boot, locked glove compartment or concealed luggage compartment of a locked **Motor Vehicle**
- the cost of complying with building regulations, local authority or other statutory requirements, if a notice of the need to comply with any of them was sent to **You** or **Your Household** before the loss or damage happened or if the notice relates to undamaged parts of **Your Buildings**
- any extra cost of altering or replacing any item or parts of an item which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design including wall or floor coverings.

### Other insurance

**We** will not pay for any loss, damage or liability that is covered by any other insurance policy. If any other insurance policy contains a similar **Exclusion** which would lead to there being no or restricted cover under this **Policy** and the other policy, **We** will pay a proportion of **Your** claim. **Our** percentage share of the claim will be calculated by comparing the **Sum Insured** under this **Policy** with that which would have applied if the other policy had covered the claim.

## General terms and conditions which apply to your policy

### Paying your premium

**You** must pay **Us** **Your** premium (including insurance premium tax).

### Your duty of care

**You** and **Your** household must:

- keep **Your Buildings** and **Contents** in a good state of repair and do all **You** reasonably can to avoid any accident, theft, loss or damage
- do all that **You** reasonably can to prevent further loss or damage arising as a result of an event covered by **Your Policy**.

If **You** or **Your** household do not comply with any part of this condition, **We** have the right to not pay the claim.

### Your duty to provide accurate and up-to-date information

**You** must take reasonable care to ensure information provided or confirmed to **Us** before **You** enter into, vary or renew **Your Policy** is accurate and not misleading.

**You** also have a duty to ensure that all **Your Household Goods**, **High Risk Items**, **Personal Possessions** and **Specified Items** are insured for the full replacement cost as new at all times.

When any of the information shown in **Your Schedule** changes **You** must let **Us** know.

If **You** deliberately provide **Us** with inaccurate or misleading information, or do not care that the information provided is accurate and not misleading **We** can treat **Your Policy** as if it had not existed (from the start date, renewal date or date **You** made any changes to it) and refuse all claims under it. Unless it would be unfair **We** can also retain the premiums **You** have paid and recover any outstanding premiums. **We** may also recover any payments made on previous claims.

In all other cases, if **You** fail to take reasonable care, **We** will look at what **We** would have done if the information provided had been accurate and complete:

- if **We** would have charged **You** more premium, **We** may proportionately reduce the amount payable on any claim. **We** calculate the reduction by comparing the premium **We** actually charged with the premium **We** would have charged; and/or
- if **We** would have applied different or additional **Terms** to **Your Policy** (other than an increased premium), **We** may treat those **Terms** as applying to **Your Policy** (for example these **Terms** could be an additional **Excess**, **Exclusion** or **Endorsement**);
- if **We** would not have offered **You** a **Policy** on any **Terms**, **We** may treat **Your Policy** as if it had not existed (from the start date, renewal date or date **You** made any changes to it) and refuse all claims under it. **We** will return **Your** premium but may recover payments made on previous claims.

Where **We** do not treat **Your Policy** as if it had not existed, **We** will let **You** know about any different or additional **Terms** which apply to **Your Policy** and/or of any reductions that will be applied to claims payments. If **You** do not wish to continue with the cover on such **Terms**, **You** may cancel **Your Policy** in accordance with the cancellation conditions contained later in this booklet.

If **We** do not want to continue providing cover on different or additional **Terms** and/or on the basis that **We** would reduce the amount payable on any claim, **We** may cancel **Your Policy** in accordance with the cancellation conditions contained later in this booklet.

### Underinsurance

**You** must make sure that all **Your Household Goods**, **High Risk Items**, **Personal Possessions** and **Specified Items** are covered for what it would cost to buy new replacements. If **You** do not do so, **We** will proportionately reduce the amount payable on any claim. **We** will calculate the reduction by comparing the **Sum Insured** for all **Your Household Goods**, **High Risk Items** and **Personal Possessions** with the new replacement cost for all items.

### Cancellation of your home policy

If **You** or **We** cancel **Your Home** insurance **Policy** at any time, **We** will automatically cancel any Family Legal Protection, Home Emergency, Pest and Annual Travel **You** purchased with it.

All administration fees for the cancellation and changing of **Your Policy** details are specified in your latest **Schedule**.

### What you must do

To enable **Us** to cancel **Your Policy**, **We** would prefer **You** to call **Our** Customer Service department in the first instance on 0345 601 7074.

**You** can also cancel by writing to: The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

**We** will cancel **Your Policy** from the date **You** have requested. Unfortunately **We** cannot backdate any cancellations. Please note that if **You** cancel **Your** direct debit this does not mean that **You** have cancelled **Your Policy**.

### Within the 14 day cooling off period

**You** have 14 days to cancel this **Policy** from the date **You** received **Your** documents if **You** are a new customer or from **Your** renewal date if **You** are an existing customer. If **You** do not cancel **Your Policy** during the 14 day period **Your Policy** will continue as normal.

**We** will refund the premium paid after deducting the administration fee to take into account the costs in providing **Your Policy**.

If any claims have arisen during the **Period of Cover** but before **You** cancel **Your Policy** and **You** and **Your Household** make a claim (whether before or after cancellation) **We** will not refund any premium. If **You** are paying by installments, **You** must still pay **Us** the balance of the full annual premium.

If **We** have refunded **Your** premium and **You** and **Your Household** make a claim at a later date, **We** may deduct the amount of **Your** premium from the amount **We** pay **You** or, at **Our** option, require **You** to pay **Us** the balance of the full premium.

## Cancelling your cover after the 14 day cooling off period

If **You** or **We** cancel after the first 14 days, **We** will keep an amount of premium in proportion to the time **You** have been on cover and will refund the rest to **You**, after deducting the administration fee to take into account the costs in providing the **Policy**. **You** must pay the difference if **Your** balance is lower than the administration fee.

If any claims have arisen during the **Period of Cover** but before **You** cancel **Your Policy** and **You** or **Your Household** make a claim (whether before or after cancellation) **We** will not refund any premium. If **You** are paying by instalments, **You** must still pay **Us** the balance of the full annual premium.

If **We** have refunded **Your** premium and **You** or **Your Household** make a claim at a later date, **We** may deduct the amount of **Your** premium from the amount **We** pay **You**, or **Our** option, require **You** to pay **Us** the balance of the full annual premium.

## Our right to cancel your policy

**We** have the right to cancel **Your Policy** at any time by giving **You** seven days notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You** and will set out the reason for cancellation in **Our** letter. Valid reasons may include, but are not limited to:

- where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** seven days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date **Your Policy** will be cancelled. If payment is not received by that date **We** will cancel **Your Policy** with immediate effect and notify **You** in writing that such cancellation has taken place.

Where **You** are required in accordance with the **Terms** of this policy booklet to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the seven day cancellation notice period:

- where there is a material failure by **You** to exercise the duty of care regarding **your** property as required by the paragraph headed 'Your duty of care' in the 'General terms and conditions which apply to your policy' section of this policy booklet;
- where **We** reasonably suspect fraud;
- if there is use of threatening, abusive behaviour or language, intimidation and bullying of **Our** staff or suppliers.

## Charges for failed direct debit payments

If **You** pay **Your** premium by instalments and **We** are unable to collect a payment due to money not being in **Your** account, an administration fee will be charged to send another request for payment.

## Changes to your home policy

If **You** change **Your Policy** details or cover at any time during the cover period, an administration fee may be charged. The administration fees are specified in your latest **Schedule**.

## Complaints procedure

If **We** have not provided the level of customer service **You** had expected, **We** will try and resolve any issues **You** may have had as soon as possible. If **Your** problem concerns the Family Legal Protection, Home Emergency, Pest or Annual Travel cover refer to those sections in the policy booklet.

### Step One

If it is about **Your** claim please call **Us** on:

0345 601 7076 Home claim

If it is about anything else please call:

0345 601 7074 Home Insurance

### Step Two

**We** will endeavor to set right any grievances **You** have within three days. Once the resolution has been agreed between **Us** both **We** will send **You** an email or letter to confirm– this is known as a Summary Resolution Communication.

When a complaint cannot be resolved quickly or **You** are not happy with the initial resolution it will be passed to **Our** Customer Relations team. This is a dedicated team who will carry out an independent review for **You** and they act with the full authority of **Our** Chief Executive.

**We** will make contact telling **You** who will own **Your** complaint and how long **You** can expect to wait for their decision. The person managing **Your** complaint will write to **You** with their view – this is known as a 'final decision' letter.

The email address is [CustomerRelationsExec@esure.com](mailto:CustomerRelationsExec@esure.com) or **You** can write to;

Customer Relations  
esure  
The Observatory  
Reigate  
Surrey  
RH2 0SG

### Step Three

If after considering **Our** final decision or the outcome of Step One and you're still unhappy **You** can approach the Financial Ombudsman Service. They are an independent body that arbitrates on complaints about insurance and other financial services.

**You** have the right to refer **Your** complaint to the Financial Ombudsman Service, free of charge. Although there are time limits for referring **Your** complaint to the Ombudsman, **We** will consent to the Ombudsman considering **Your** complaint, even if **You** refer the complaint outside the time limits.

Find out more about the financial ombudsman service at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
**You** can contact them on:

Telephone: 0300 1239 123 or 0800 0234 567

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

Address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

## Optional extras – your cover

Please read **Your Schedule** to see if **You** are covered for any or all of the following sections:

- Family Legal Protection
- Home Emergency
- Pest
- Annual Travel.

It is important that **You** read the General **Terms**, conditions and **Exclusions** that apply to these sections of this **Policy**:

Family Legal Protection, Home Emergency, Pest and Annual Travel are arranged by esure Services Limited. esure Services Limited are Authorised & Regulated by the Financial Conduct Authority number 312063.

Family Legal Protection is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited, Home Emergency and Pest are administered by AXA Assistance (UK) Limited and underwritten by InterPartner Assistance SA (IPA).

Annual Travel Insurance is administered by Cigna Services (Europe) and underwritten by CIGNA Europe Insurance Company S.A.-N.V.

## Family Legal Protection

This section of **Your** policy applies if **You** have chosen this cover and this is shown in **Your** policy schedule. **We** agree to provide Family Legal Protection insurance in return for payment of the premium and subject to the terms and conditions, exclusions and inclusions set out in this section.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

This insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

### How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a modifiable claim or circumstance, contact the **Legal Helpline**.

### Conditions

#### Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld, **We** may reach a settlement of the legal proceedings.
  - i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments into court. If against **Our** advice such offers or

payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.

- v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
  - e) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
  - f) **You** shall supply all information requested by the **Adviser** and **Us**.
  - g) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
  - h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

#### Prospects of success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:-

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests.

#### Other insurances

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

## Definitions

Where the following words appear in bold they have these special meanings.

### Adviser

**Our** specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

### Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

### Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### Conditional Fee Agreement

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

### Costs

**Standard Advisers' Costs** and **Adverse Costs**.

### Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

## Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

## Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

## Excess

The amount that **You** must pay towards the cost of any claim as stated below:-

- Employment Disputes: £250
- Property Protection: £250
- All other sections: ENil.

The **Excess** shall be paid to and at the request of the **Adviser**.

## HM Revenue and Customs Full Enquiry

An extensive examination by HM Revenue and Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **Your** PAYE income or gains.

## Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In criminal cases, the date **You** began, or are alleged to have begun, to break the law.

In a claim arising from an **HM Revenue and Customs Full Enquiry**, the **Insured Incident** shall be deemed to be the date HM Revenue and Customs issue a formal notice to **You** notifying of a full enquiry into **Your** non-business affairs.

## Insured Period

One year from the inception or renewal date shown on **Your** insurance schedule.

## Insurer

AmTrust Europe Limited.

## Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance; or
- The defence of criminal prosecutions to do with **Your** employment.

## Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

## Maximum Amount Payable

The **Maximum Amount Payable** in respect of an **Insured Incident** is stated below:  
All sections: £50,000.

## Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

## Territorial Limits

For Contract Pursuit, Contract Defence and Personal Injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar,

Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other sections:

United Kingdom, the Channel Islands and the Isle of Man.

## We/Us/Our

Arc Legal Assistance Limited.

## You/Your/Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members' resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

There are conditions and exclusions, listed below. Please read them carefully to ensure this cover meets **Your** needs.

## 1. Employment disputes

### What is covered?

**Standard Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an **Employee** of **Your Contract of Employment**.

### What is not covered?

#### Claims

- a) For **Standard Advisers' Costs** of any disciplinary, investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- b) Relating to personal injury.

## 2. Contract disputes

### What is covered?

**Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting in goods or services for **Your** private use or selling **Your** personal goods. The contract must have been made after **You** first purchased this insurance and the amount in dispute must be more than £250 (including VAT).

### What is not covered?

#### Claims

- a) Where the breach of contract occurred before **You** purchased this insurance
- b) Involving a vehicle owned by **You** or which **You** are legally responsible for
- c) Relating to a lease tenancy or licence to use property or land other than a dispute with a professional adviser in connection with these matters
- d) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim (**We** will negotiate if **Your** insurer refuses **Your** claim, but not for a dispute about the amount of the claim) or the way a claim should be settled
- e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- f) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is below £5000 including VAT.

### 3. Personal injury

#### What is covered?

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

#### What is not covered?

##### Claims

- a) Arising from a road traffic accident where **You** were driving a motor vehicle
- b) Arising from medical or clinical treatment, advice, assistance or care
- c) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- d) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- e) Any claim in relation to an illness, bodily injury or death caused gradually and not caused by a specific sudden accident or caused in a road traffic accident where **You** were driving a motor vehicle
- f) To defend **Your** legal rights but **We** will cover defence of a counter-claim.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### 4. Property protection

#### What is covered?

**Costs** to pursue a **Legal Action** for:-

- a) nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home
- b) damages against a person or organisation that causes physical damage to **Your** main home. The amount in dispute must be more than £250 and the damage must have been caused after **You** first purchased this insurance.

#### What is not covered?

##### Claims

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) For adverse possession
- c) In respect of a contract **You** have entered into
- d) In respect of someone legally taking **Your** property from **You**, whether **You** are offered money or not, or restrictions or controls placed on **Your** property
- e) Relating to the enforcement of a covenant by or against **You**
- f) In respect of defence of a claim relating to an event that causes physical damage to property, but **We** will cover defence of a counter-claim
- g) Directly or indirectly arising from:
  - i) Mining subsidence.

### 5. Tax

#### What is covered?

**Standard Advisers' Costs** incurred by an accountant if **You** are subject to a **HM Revenue and Customs Full Enquiry** into **Your** self-assessment tax return other than those enquiries limited to one or more specific areas.

#### What is not covered?

##### Claims

- a) Where **You** are self-employed, a sole trader or in a business partnership
- b) Any case dealt with by Special Civil Investigations Office, or any other special office of HMRC.

### 6. Legal defence

#### What is covered?

**Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances:-

- a) In a prosecution brought against **You** in a court of criminal jurisdiction arising out of **Your** work as an **Employee**
- b) In a civil action brought against **You** for compensation under section 13 of the Data Protection Act 1998 arising out of **Your** work as an **Employee**
- c) In civil proceedings brought against **You** under legislation for unlawful discrimination arising out of **Your** work as an **Employee**
- d) If an **Insured Incident** leads to **You** being prosecuted for an offence connected with the use, or driving of a motor vehicle.

#### What is not covered?

##### Claims

- a) Where **You** have driven a motor vehicle without valid motor insurance
- b) For parking offences which cannot lead to penalty points on **Your** licence, or the challenging of a fixed penalty notice.

### 7. Jury service and court attendance

#### What is covered?

**Your** absence from work to attend any court or tribunal at the request of the **Adviser**, or to attend jury service. The maximum **We** will pay is **Your** net salary or wages (less any amount **You** receive from the court) for the duration **You** are off work while attending jury service, court, or tribunal.

#### What is not covered?

Any claim if **You** are unable to prove **Your** loss.

## General exclusions

1. There is no cover where:-
  - a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
  - b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
  - c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
2. There is no cover for:-
  - a) Claims over loss or damage where that loss or damage is insured under any other insurance
  - b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
  - c) Any claim **You** make which is false or fraudulent or exaggerated
  - d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
  - e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.
3. There is no cover for any claim directly or indirectly arising from:-
  - a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
  - b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority
  - c) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - d) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component
  - e) A dispute between **You** and someone **You** live with or have lived with
  - f) **Your** business, trade or profession other than as an **Employee**
  - g) An application for a judicial review
  - h) Defending or pursuing new areas of law or test cases.
4. Contracts (Rights of Third Parties) Act 1999

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

## Cancellation

### What you must do

To enable **Us** to cancel **Your** Family Legal Protection cover, **We** would prefer **You** to phone our customer service department in the first instance on 0345 601 7074.

**You** can also cancel by writing to us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

We will cancel your policy from the date **You** have requested. Unfortunately we cannot backdate any cancellation.

When **You** or esure Services Ltd cancel the Family Legal Protection section of **Your** policy esure Services Ltd will refund your premium as follows:-

### Within the 14 day cooling off period

**You** have 14 days to cancel the Family Legal Protection section of **Your** policy from the date **You** receive **Your** documents if **You** are a new customer, or from your renewal date if **You** are an existing customer. If **You** do not exercise your right to cancel during the 14 day cooling off period, your policy will continue as normal.

We will refund the premium paid.

### Cancelling your cover after the 14 day cooling off period

If **You** or esure Services Ltd cancel after the first 14 days, esure Services Ltd will keep an amount of premium in proportion to the time **You** have been on cover and will refund the rest to **You**.

### Our right to cancel your policy

esure Services Ltd have the right to cancel **Your** policy at any time by giving **You** seven days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for **You** and will set out the reason for cancellation in the letter. Valid reasons may include but are not limited to:-

- Where esure Services Ltd have been unable to collect a premium payment. In this case esure Services Ltd will contact **You** in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to **You** again notifying **You** that payment has not been received and giving **You** seven days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date your policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel your policy with immediate effect and notify **You** in writing that such cancellation has taken place;
- Where **You** are required in accordance with the terms of the Family Legal Protection part of this policy booklet to co-operate with **Us**, or send **Us** information or documentation and, **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel **Your** policy if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where **We** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our or esure Services Ltd staff or suppliers.

### Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to make a claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

### Data protection act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## Complaints

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website:- [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Home Emergency

This section of **Your** policy applies if **You** have chosen this cover and this is shown in **Your** policy schedule. **We** agree to provide Home Emergency insurance in return for payment of the premium and subject to the terms and conditions, exclusions and inclusions set out in this section.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA Financial Conduct Authority Register number is 202664.

**You** can check this on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

AXA Assistance (UK) Limited provides the services described in section of the policy.

## Important information

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **You** must follow for the policy to cover **Your** claim.

### How to make a claim:

Please call the 24 hour **Emergency** helpline as soon as **You** are aware of the **Emergency** on 0345 601 7624.

Are **You** having one of the following **Emergencies**?

- Plumbing and drainage
- Security (i.e. glazing & locks)
- Boiler & heating system.

Please have as much information as possible to hand including **Your** policy number, to enable **Us** to assist **You** as quickly as possible.

All phone calls to **Us** are monitored and recorded as part of our training and quality assurance programmes. By using this service **You** are agreeing to **Us** recording **Your** call.

### What will happen next:

If **You** suffer an **Emergency** at **Your Home**, **You** should tell us on the **Emergency** telephone number.

**We** will then:

- Advise **You** how to protect **Yourself** and **Your Home** immediately;
- Validate **Your** policy and arrange for one of **Our Authorised Contractors** to get in touch with **You** to make an appointment or to settle **Your** claim on a **Reimbursement Basis**;
- **We**, along with **Our Authorised Contractors** under **Our** delegated authority, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey;
- **We** will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an **Emergency Repair**;
- In the event of **Your Home** becoming uninhabitable and remaining so because of a covered event, **We** will contribute up to £250 including VAT towards the cost of **Your** (including **Your** pets) accommodation including transport, on a **Reimbursement Basis**;
- **We** would always recommend that **You** arrange for a **Permanent Repair** to be completed by a qualified tradesperson as soon as possible, once **We** have carried out an **Emergency** repair and contained the **Emergency** for **You**, as this may only provide a temporary solution to the problem.

### Claims under this policy can only be made by:

**You**, **Your** immediate family, lodger or anyone calling on **Your** behalf. Anyone calling on **Your** behalf must have **Your** agreement.

If the **Emergency** repair costs more than £500 including VAT **We** will require **You** to contribute the difference or subject to **Our** prior agreement and on receipt of **Your** engineer's fully itemised and paid invoice, **We** would pay **You** up to £500 including VAT as a contribution to a repair which **You** will arrange **Yourself**, taking account of costs already reasonably incurred by **Our** Authorised Contractor, for the initial visit.

This will be in full and final settlement of **Your** claim.

When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition.

In some circumstances **We** may find it difficult to deploy an **Authorised Contractor** to attend **Your Home** or deal with **Your Emergency** within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist.

In these circumstances, **You** may, with **Our** prior agreement, arrange for **Your** own contractor to resolve **Your Emergency** and **We** will refund the cost of **Your** contractor up to £500 including VAT.

Please provide a fully itemised invoice or receipt from **Your** own contractor to support **Your** claim for reimbursement. If a new boiler or heating system is installed, **You** will also need to provide the make, model, serial number and Gas Council number.

**We** will only reimburse the cost of the **Emergency Repair** applicable under the policy.

## Other insurance

If **You** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **We** will only pay **Our** share of the claim.

## Getting our claims costs back

If **We** think someone else is at fault for a claim that **We** pay, **We** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **We** make.

Anyone making a claim under this policy must give us any help and information that **We** need.

## Parts availability

Availability of parts is an important factor in providing **Emergency** repairs. If **Our** engineer does not carry the spare parts needed on the day of **Your** appointment, **We** will do all **We** reasonably can to find and install parts from **Our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

**We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the **Emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control.

In these cases **We** will not be able to avoid delays in repair, **We** will keep **You** informed throughout **Your** claim.

There may also be occasions where parts are no longer available. In these situations **We** will ensure **Your Home** is safe and if required, **We** will arrange for **You** to receive a quotation for a suitable replacement item at **Your** cost.

## Definitions

Wherever the following words and phrases appear in bold in this document they will always have the following meanings.

### Authorised Contractor

A tradesperson authorised by **Us** to assess **Your** claim, and carry out repairs in **Your Home** under this policy

and under **Our** delegated authority.

## Beyond Economical Repair

Means where **We** estimate that the cost of repairing **Your** primary heating and/or hot water system would be more than its current value, or, that **We** are unable to obtain spare parts to repair it.

There are conditions and exclusions, listed below. Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an **Emergency** has occurred that it is not covered under this section of the policy.

## Covered/Insured Events

**Emergency** to essential services in **Your Home** listed in the sections headed "What is covered".

## Emergency

A sudden and unforeseen incident in **Your Home** which immediately; Exposes **You** or a third party to a risk to health or; Creates a risk of loss or damage to **Your Home** and/or any of **Your** belongings or; Makes **Your Home** uninhabitable.

## Emergency Repairs

Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair**.

## Home

The house or flat shown on **Your** policy schedule, its integral (built-in) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

## Insured/You/Your

**You**, the policyholder, and/or any member of **Your** immediate family permanently living at **Your Home**.

## Period of Insurance

One year from the start or renewal date shown on **Your** policy schedule. If a mid-term adjustment has been made, the date on **Your** new policy schedule.

## Permanent Repair

Repairs and/or work required to put right the fault which caused the **Emergency** on a permanent basis.

## Reimbursement Basis

Subject to **Our** prior agreement and on receipt of the engineer/installer/supplier/**Authorised Contractor's** fully itemised invoice, **We** will pay **You** a contribution to a repair which **You** will arrange **Yourself**. This will be in full and final settlement of **Your** claim.

## Temporary Repair

Repairs and/or work immediately required to stop further damage being caused by the **Emergency**. **You** will need to replace this with a **Permanent Repair**.

## Trace and Access

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.

## United Kingdom

Great Britain and Northern Ireland.

## We/Us/Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange

for **You** to receive the Home Emergency services described in this policy using **Authorised Contractors**. We also include esure Insurance Company Limited in the Data Protection section.

## 1.Plumbing

### What is covered?

An **Emergency** relating to:

- The internal hot and cold water pipes between the main internal stopcock and the internal taps;
- The cold water storage tank;
- Impact damage to, or mechanical failure of, a toilet bowl or cistern which results in complete loss of function of the only or of all toilets in **Your Home**.

A leak from:

- **Your** toilet;
- Pipes leading to and from the shower or bath;
- Internal section of the overflow pipe;
- Central heating water pipes.

### What is not covered?

- Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;
- Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins;
- Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines;
- Septic tanks, swimming pools and hot tubs;
- Repair to, or replacement of, all pipe work outside the **Home**;
- Dealing with temporarily frozen pipes;
- Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as **Trace and Access**.

## 2.Drainage

### What is covered?

An **Emergency** relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of **Emergencies** that **You** would be covered for:

- Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;
- Blocked bath, toilets or external drainage;
- Blocked or leaking soil vent pipes, provided **You** are solely responsible for this.

### What is not covered?

- Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the **Home**);
- Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;
- Regularly cleaning **Your** drains and any descaling of **Your** drains;
- Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;
- Repairing or unblocking drains which are used for commercial purposes;
- Making access to drain systems points of entry (such as manhole covers) if these have been built over;
- Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain,

grease or cooking oil;

- Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as **Trace and Access**.

## 3.Security

### What is covered?

For an emergency relating to windows:

- Broken and cracked windows which result in the **Home** not being secure;
- **We** will undertake an **Emergency Repair** using boarding or similar material to resolve the immediate security risk.

For an emergency relating to keys and locks:

- Gaining access to, or securing **Your Home** through an external door where **You** have no alternative due to:
  - Lost or damaged keys;
  - Stolen keys;
  - Failure of the external locking mechanism to the door.
- Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where **You** are unable to secure **Your Home**:
  - Replacement of a single set of keys (if this is the only alternative to resolve the **Emergency**).

### What is not covered for windows, keys and locks?

- Fences, outbuildings and detached garages, damage to windows, doors or locks
- Double glazing where one pane is broken but the other is intact and the **Home** is therefore secure.

## 4.Boiler and heating system

### What is covered?

Complete failure or breakdown of **Your** primary heating/hot water system, resulting in no hot water and/or heating.

### We will also cover you for:

- A loss of water pressure within a boiler due to a fault;
- A water leak from the boiler/heating system.

### Included:

**Your** primary heat boiler within **Your Home**, the output of which does not exceed 60kW . This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.

If you think you have a gas leak, you should immediately call the National Gas Emergency Service on 0800 111 999.

### What is not covered?

- Commercial boilers or heating systems with an output of over 60kW;
- Any heating system which is not wholly situated within **Your Home** or is shared with neighbouring dwellings;
- Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;
- Thermostatic valves;
- Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;

- Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame;
- Any costs for the repair of **Your** primary heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- Boilers which are still working, but **You** suspect may be about to breakdown (e.g. where a noise has developed) or where the fault is not apparent to **Our Authorised Contractor**;
- Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **Your** boiler or main heating system;
- Any claims related to solar heating;
- Repair or replacement of boilers that have been declared as **Beyond Economical Repair** by **Our Authorised Contractors** are not covered;
- Any fault arising due to sludge/scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if **You** reside in a hard water area (as per the local water authority);
- Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;
- Repair to, or replacement of, gas appliances such as cookers;
- Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;
- Repair or replacement of the flue due to wear and tear;
- Any adaptations made to the property which do not comply with the regulations applicable at the time.

## 5. Temporary heating

### What is covered?

If **You** have no heating and a part needs to be ordered following the engineer's first visit, or if **We** are unable to repair the boiler/heating system, **You** have the option to either purchase heaters up to a value of £50 including VAT on a **Reimbursement Basis**.

Alternatively **We** can deliver two temporary heaters to **Your Home**. These heaters are **Yours** to keep.

### General exclusions

**We** will not cover the following:

- 1) A repair if **You** are aggressive towards **Our Authorised Contractors** or staff or impede or prevent access to **Your Home** at reasonable times to complete the repair;
- 2) Loss or damage arising from **Emergencies** which were known to **You** before the start date of this policy;
- 3) Any loss where **You** did not contact us to arrange repairs;
- 4) Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- 5) Any **Emergency** in a **Home** that has been unoccupied for more than 30 consecutive days;
- 6) Any defect, damage or failure caused by:
  - i) modification or attempted repair to all or any part of **Your** property by **You** or **Your** own contractor which results in damage to that or another part of **Your** property;
  - ii) failure to comply with recognised industry standards;
  - iii) **Your** or **Your** contractor's malicious or wilful action, misuse or negligence.
- 7) Any loss or damage arising from structural problems as a result of any form of subsidence, landslip, heave, bedding down of new structures, demolition, alterations to **Your Home** or the use of defective products;
- 8) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;

- 9) This insurance does not cover normal day to day maintenance at **Your Home** that **You** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**;
- 10) If **You** have been advised of remedial work, which **You** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **Your** local water authority, utility company or boiler manufacturer;
- 11) No costs for repairs, parts or services are payable under this insurance unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims helpline, and **We** have approved a contractor in advance;
- 12) Cost of **Trace and Access** to locate the source of the **Emergency**;
- 13) Any boiler inspections or any other **Emergency** repairs where asbestos may be disturbed;
- 14) The removal of asbestos;
- 15) Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as **Trace and Access**;
- 16) When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition;
- 17) Where Health and Safety regulations or a risk assessment that has been carried out, prevents **Our Authorised Contractors** being able to attend to the **Emergency** or carry out work in **Your Home**;
- 18) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;
- 19) Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

## Cancellation

### What you must do

To enable us to cancel **Your** Home Emergency cover, we would prefer **You** to phone our customer service department on 0345 601 7074.

**You** can also cancel by writing to us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

We will cancel **Your** policy from the date **You** have requested. Unfortunately we cannot backdate any cancellation. When **You** or esure Services Ltd cancel the Home Emergency section of **Your** policy esure Services Ltd will refund **Your** premium as follows:

### Within the 14 day cooling off period

**You** have 14 days to cancel the Home Emergency section of **Your** policy from the date **You** receive **Your** documents if **You** are a new customer, or from **Your** renewal date if **You** are an existing customer. If **You** do not exercise **Your** right to cancel during the 14 day period, this section will continue as normal. **We** will refund the premium paid.

### Cancelling your cover after the 14 day cooling off period

If **You** or esure Services Ltd cancel after the first 14 days, esure Services Ltd will keep an amount of premium in proportion to the time **You** have been on cover and will refund the rest to **You**.

### Our right to cancel your policy

esure Services Ltd have the right to cancel **Your** policy at any time by giving **You** seven days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for **You** and will set out the reason for cancellation in the letter. Valid reasons may include, but are not limited to:

- Where esure Services Ltd are unable to collect a premium payment. In this case esure Services Ltd

will contact **You** in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to **You** again notifying **You** that payment has not been received and giving **You** seven days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date your policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel **Your** policy with immediate effect and notify **You** in writing that such cancellation has taken place;

- Where **You** are required in accordance with the **Terms** of the Home Emergency part of this policy booklet to co-operate with **Us**, or send **Us** information or documentation and, **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend our interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel **Your** policy if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where **We** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our or esure Services Ltd staff or suppliers.

## Fraud, misrepresentation and non-disclosure

If **We** find that **You**, anybody insured by this policy or anyone acting for **You** has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **You** with cover, or the terms and conditions of cover or the premium required;
- Mised **Us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **Us** to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **Us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **Us** or another insurer, **We** may;
- Cancel or void **Your** policy and all other policies which **You** hold with **Us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **You** have paid for the policy;
- Refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs **We** have incurred;
- Amend **Your** policy details to record the correct information, collect any additional premium due and charge administration costs.

## Complaints procedure

**We** will always aim to do **Our** best. However there may be times when **You** are not happy with **Our** services.

If **You** have a complaint about **Our** service, **You** can write to **Our** Customer Relations Manager at:

Customer Relations – Home Emergency  
Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey,  
RH1 1PR,  
UK.

Or **You** can phone us on: 01737 815 913 or **You** can email us at: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

**We** will deal with **Your** dissatisfaction as soon as **We** can and try to reach an amicable resolution.

If **We** are unable to reach a resolution within 8 weeks or if **You** are not happy with **Our** resolution, **You** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service

Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567.

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Details on how to take **Your** complaint to the Financial Services Ombudsman Bureau can also be found on the Online Dispute Resolution (ODR) platform [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm), which has been set up by the EU Commission.

Following the complaints procedure does not affect **Your** legal rights.

## FSCS

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk) on the compensation levels and limits.

## Data protection

Please read the paragraphs below, which define how **We** use information about **You** for the purpose of providing **You** with insurance services and additional products and services.

**We** appreciate the importance of the protection, confidentiality and security of **Your** information.

### Personal Information

By purchasing our products and services, **You** agree that **We** may:

- a) disclose and use information about **You** and **Your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **Your** insurance cover, collect payments, fraud prevention and otherwise as required by applicable law;
- b) monitor and/or record **Your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) obtain and store any relevant and appropriate photographic evidence of the condition of **Your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **Your** claim;
- d) undertake all of the above within and outside the **United Kingdom** and the European Union. This includes processing **Your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **We** have taken appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in other countries, as there is in the European Union.

If **You** want to know what information is held about **You** by Inter Partner Assistance or AXA Assistance, please write to us at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **You** is only held for so long as it is appropriate for the above.

## Pest

This section of **Your** policy applies if **You** have chosen this cover and this is shown in **Your** policy schedule. **We** agree to provide Pest insurance in return for payment of the premium and subject to the terms and conditions, exclusions, inclusions set out in this section.

This section is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA Financial Conduct Authority Register number is 202664.

**You** can check this on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

AXA Assistance (UK) Limited provides the services described in this section of the policy.

## Important information

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **You** must follow for the policy to cover **Your** claim.

## How to make a claim

Please call the 24 hour emergency helpline as soon as **You** are aware of the infestation on 0345 601 7073.

Please have as much information as possible to hand including **Your** policy number, to enable us to assist **You** as quickly as possible.

All phone calls to **Us** are monitored and recorded as part of our training and quality assurance programmes. By using this service **You** are agreeing to **Us** recording **Your** call.

## What will happen next:

If **You** suffer an infestation at **Your Home**, **You** should tell us on the helpline telephone number. **We** will then:

- Advise **You** how to protect **Yourself** and **Your Home** immediately;
- Validate **Your** policy and arrange for one of **Our Authorised Contractors** to get in touch with **You** to make an appointment or to settle **Your** claim;
- **We**, along with **our Authorised Contractors** under **Our** delegated authority, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey;
- **We** will organise and pay up to £150 per claim including VAT, for the call out, labour, and extermination and/or control of wasps' and/or hornets' nests, rats, mice or grey squirrels in the event of an **Emergency**
- **We** will organise and pay up to £200 including VAT for the maximum of 3 treatments per claim for the treatment/extermination of bed bugs in one infested area in the event of an emergency.

## Claims under this policy can only be made by:

**You**, **Your** immediate family, lodger or anyone calling on **Your** behalf. Anyone calling on **Your** behalf must have your agreement.

When **We** attend for the **Emergency** **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition.

In some circumstances **We** may find it difficult to deploy an **Authorised Contractor** to attend **Your Home** or deal with **Your Emergency** within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Availability of a specialist.

In these circumstances, **You** may, with **Our** prior agreement, arrange for **Your** own contractor to resolve **Your Emergency** and **We** will refund the cost of **Your** contractor up to the policy limit, inc. VAT.

Please provide a fully itemised invoice or receipt from **Your** own contractor to support **Your** claim for reimbursement

## Other insurance

If **You** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **We** will only pay **Our** share of the claim.

## Definitions

Wherever the following words and phrases appear in bold in this document they will always have the following meanings.

## Authorised Contractor

A tradesperson authorised by us to assess **Your** claim, and carry out extermination of pests in **Your Home** under this policy and under **Our** delegated authority.

## Covered/Insured Events

**Emergency** in **Your Home** listed in the sections headed "What is covered".

## Emergency

A sudden and unforeseen infestation of **Your Home** by pests that if not dealt with quickly may:

- a) Cause risk to **Your** health and/or damage to **Your Home**; or
- b) Make the house uninhabitable.

## Home

The house or flat shown on **Your** policy schedule, its integral (built-in) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

## Insured/You/Your

**You**, the policyholder, and/or any member of **Your** immediate family normally living at **Your Home**.

## Period of Insurance

One year from the start or renewal date shown on **Your** policy schedule. If this section was added mid-term cover will continue until the Home Insurance Policy's renewal date. **Emergencies** that happen within the first 14 days of the start of the policy cover will not be covered, this does not include renewed policies.

## Pest(s)

- a) Wasps' and/or hornets' nests
- b) Rats
- c) Mice
- d) Grey squirrels; or
- e) Bed bugs.

## Reimbursement Basis

Subject to **Our** prior agreement and on receipt of the **Authorised Contractor's** fully itemised invoice, **We** will pay **You** a contribution to the extermination which **You** will arrange **Yourself**. This will be in full and final settlement of **Your** claim.

## Trace and Access

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.

There are conditions and exclusions, listed below. Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an **Emergency** has occurred that it is not covered under the policy.

## United Kingdom

United Kingdom of Great Britain and Northern Ireland.

## We/Us/Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **You** to receive the **Emergency** services described in this Policy using **Authorised Contractors**. **We** also include esure Services Limited in the Data Protection section.

## 1. Wasps' and/or hornets' nests, rats, mice and grey squirrels

### What is covered?

**We** will pay up to £150 per claim including VAT, for the call out, labour, and extermination and/or control of wasps' and/or hornets' nests, rats, mice or grey squirrels in the event of an **Emergency**.

**We** will treat all **Emergencies** linked by cause or time as one **Emergency**.

### What is not covered?

- **We** will not pay for any damage caused by the **Emergency**
- **Emergencies** that happen within the first 14 days of the start of the policy cover; this does not include renewed policies
- **Your** failure to follow recommendations made by **Us** or by **Our Authorised Contractor** on pest prevention and hygiene measures
- **Pest(s)** found outside **Your Home**, such as in detached garages and outbuildings
- When **Your Home** has been unoccupied for 30 days or more.

## 2. Bedbugs

### What is covered?

**We** will pay up to £200 including VAT for the maximum of 3 treatments per claim for the treatment/extermination of bed bugs in one infested area in the event of an **Emergency**.

### What is not covered?

- **We** will not pay for any damage caused by the **Emergency**
- **Emergencies** that happen within the first 14 days of the start of the policy cover, this does not include renewed policies
- **Your** failure to follow recommendations made by **Us** or by **Our Authorised Contractor** on pest prevention and hygiene measures
- The cost of replacing and taking away a bedbug infested mattress
- When **Your Home** has been unoccupied for 30 days or more.

## General exclusions

### We will not cover the following:

- 1) Attend or continue with the claim if **You** are aggressive towards **Our Authorised Contractors** or staff or impede or prevent access to **Your Home** at reasonable times to complete the repair;
- 2) Loss or damage arising from **Emergencies** which were known to **You** before the start date of this policy;
- 3) Any loss where **you** did not contact us to arrange control and/or extermination;
- 4) Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism,

hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;

- 5) No costs for services are payable under this insurance unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims helpline, and **We** have approved a contractor in advance;
- 6) Cost of **Trace and Access** to locate the source of the **Emergency**;
- 7) The removal of asbestos;
- 8) Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as **Trace and Access**;
- 9) **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition;
- 10) Where Health and Safety regulations or a risk assessment that has been carried out, prevent **Our Authorised Contractors** being able to attend to the **Emergency** or carry out work in **Your Home**;
- 11) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

## Cancellation

### What you must do

To enable us to cancel **Your** Pest cover, we would prefer **You** to phone our customer services department in the first instance on 0345 601 7074.

**You** can also cancel by writing to us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

**We** will cancel **Your** policy from the date **You** have requested. Unfortunately we cannot backdate any cancellation. When **You** or esure Services Ltd cancel the Pest section of **Your** policy esure Services Ltd will refund **Your** premium as follows:

### Within the 14 day cooling off period

**You** have 14 days to cancel the Pest section of **Your** policy from the date **You** receive **Your** documents if **You** are a new customer, or from **Your** renewal date if **You** are an existing customer. If **You** do not exercise **Your** right to cancel during the 14 day period, **Your** policy will continue as normal.

**We** will refund the premium paid.

### Cancelling your cover after the 14 day cooling off period

If **You** or esure Services Ltd cancel after the first 14 days, esure Services Ltd will keep an amount of premium in proportion to the time **You** have been on cover and will refund the rest to **You**.

### Our right to cancel your policy

esure Services Ltd have the right to cancel **Your** policy at any time by giving **You** seven days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for **You** and will set out the reason for cancellation in the letter.

Valid reasons may include but are not limited to:

- Where esure Services Ltd have been unable to collect a premium payment. In this case esure Services Ltd will contact **You** in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to **You** again notifying **You** that payment has not been received and giving **You** seven days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date **Your** policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel **Your** policy with immediate effect and notify **You** in writing that such cancellation has taken place;
- Where **You** are required in accordance with the **Terms** of the **Pest** part of this Policy Booklet to co-operate with **Us**, or send **Us** information or documentation and, **You** fail to do so in a way that materially

affects our ability to process a claim, or our ability to defend our interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel **Your** policy if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the seven day cancellation notice period;

- Where **We** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our esure Services Ltd staff or suppliers.

## Fraud, misrepresentation and non-disclosure

If **We** find that **You**, anybody insured by this policy or anyone acting for **You** has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **You** with cover, or the terms and conditions of cover or the premium required;
- Mistled **Us** in any way for the purpose of obtaining insurance, or obtaining more favourable **Terms**, or obtaining a reduced premium or influencing **Us** to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **Us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **Us** or another insurer, **We** may;
- Cancel or void **Your** policy and all other policies which **You** hold with **Us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **You** have paid for the policy;
- Refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs **We** have incurred;
- Amend **Your** policy details to record the correct information, collect any additional premium due and charge administration costs.

## Complaints procedure

**We** will always aim to do **Our** best. However there may be times when **You** are not happy with **Our** services.

If **You** have a complaint about **Our** service, you can write to **Our** Customer Relations Manager at:

Customer Relations – Home Emergency  
Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey,  
RH1 1PR,  
UK.

or **You** can phone us on: 01737 815 913 or **You** can email us at: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

**We** will deal with **Your** dissatisfaction as soon as **We** can and try to reach an amicable resolution.

If **We** are unable to reach a resolution within 8 weeks or if **You** are not happy with **Our** resolution, **You** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Details on how to take **Your** complaint to the Financial Services Ombudsman Bureau can also be found on the Online Dispute Resolution (ODR) platform [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm), which has been set up by the EU Commission.

Following the complaints procedure does not affect **Your** legal rights.

## FSCS

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information on the compensation levels and limits at [www.fscs.org.uk](http://www.fscs.org.uk).

## Data protection

Please read the paragraphs below, which define how **We** use information about **You** for the purpose of providing **You** with insurance services and additional products and services.

**We** appreciate the importance of the protection, confidentiality and security of **Your** information.

### Personal Information

By purchasing our products and services, **You** agree that **We** may:

- disclose and use information about **You** and **Your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **Your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- monitor and/or record **Your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- obtain and store any relevant and appropriate photographic evidence of the condition of **Your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **Your** claim;
- undertake all of the above within and outside the **United Kingdom** and the European Union. This includes processing **Your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **We** have taken appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in other countries, as there is in the European Union.

If **You** want to know what information is held about **You** by Inter Partner Assistance or AXA Assistance, please write to us at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **You** is only held for so long as it is appropriate for the above.

## Annual Travel Insurance

This esure travel insurance policy is arranged by esure Services Limited and administered by Cigna Insurance Services (Europe) Limited and underwritten by CIGNA Europe Insurance Company S.A.-N.V.

This part of your policy applies if you have chosen this cover and this is shown in your latest policy schedule. **We** agree to provide the insurance –for Worldwide Annual Travel Insurance cover, subject to the terms, conditions and exclusions.

Unless stated otherwise, the policy limits outlined in this document apply to each **Insured Person**.

### Need medical help abroad?

Call us first on +44 (0) 208 763 4902.

For emergencies: if you are taken by ambulance to hospital following an emergency call, you, your travelling companion or doctor/nurse should call us as soon as possible once you have been admitted to hospital.

For non-emergencies: if you need a GP, or need to go to A&E or a clinic, call **Us** first before you try to locate help, so we can guide you to the safest and most appropriate source of treatment.

Important note: it may affect your claim if you, your travelling companion or a doctor/nurse does not contact **Us** on the number above. **We** do not cover any costs over £500 where prior agreement regarding

treatment has not been obtained from Us on the above number.

### Before you travel...

We recommend that before you go overseas, you check the FCO web site at

[www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo). It is packed with essential travel advice and tips, and up-to-date country specific information.

### Reciprocal health agreement

If you are travelling to countries in the European Union (except for the UK), Iceland, Lichtenstein, Norway or Switzerland, We recommend that you take a valid European Health Insurance Card (EHIC) with you, which entitles you to reduced cost or sometimes free state provided healthcare in those countries, under a reciprocal agreement between the UK and them. It's easy to apply for an EHIC. Just go online at [www.nhs.uk/ehic](http://www.nhs.uk/ehic) or call 0300 330 1350.

If you require medical treatment in Australia or New Zealand, you must enroll with a local Medicare office. You do not need to enroll on arrival but you should do so after the first occasion you receive treatment. Inpatient and outpatient treatment at a public hospital is then available free of charge. You will find details of how to enroll and the free treatment available online at [www.nhs.uk/ehic](http://www.nhs.uk/ehic)

If you use your EHIC or Medicare for healthcare, We will waive the excess under 3 – Medical and repatriation expenses.

## Definitions

The following definitions are in addition to or may replace those shown on pages 5 – 9 of the policy booklet.

### Accident

A sudden, unexpected, specific, violent, external, visible event which occurs at a single identifiable time and place and also exposure resulting from mishap to the conveyance in which the **Insured Person** is travelling.

### Appointed Representative

The lawyer or other suitably qualified person, who has been appointed to act for you in accordance with the terms of 11 - Legal expenses.

### Baggage

Each of your suitcases (or containers of a similar nature) and their contents and articles you are wearing or carrying which are owned by you, including your **Valuables**.

### Bodily Injury

**Bodily Injury** (other than where directly or indirectly caused by illness or disease) which is caused solely and directly by accidental means that within twelve months from the **Accident** date results in the death, total loss of sight or limbs or permanent total disablement of the **Insured Person**.

### Cigna

Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England and Wales No. 04617110. Registered Office: Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB.

### Close Business Colleague

An associate in the same employment as you in the United Kingdom, whose absence from work or place of employment, as certified by a senior manager or principal of the business, necessitates your return to the United Kingdom.

### Costs and Expenses

All reasonable and necessary costs charged by the **Appointed Representative** on a standard basis. Also the

costs incurred by opponents in civil cases if you have been ordered to pay them with our agreement.

### Date of Occurrence

For civil cases, 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 then the **Date of Occurrence** is the date of the first of these events.

### Excess

The first £50 of each and every claim, which is not covered under certain sections of the policy. Where a claim is made for the same incident under different sections of the policy and/or by more than one person, only one **Excess** will apply. Under 11 – Legal expenses an **Excess** of £250 applies.

### Family

You, your wife, husband, partner, joint named policyholder and any of your children (including foster children) all of which live permanently with you at the insured address. Children are not covered for independent travel.

### Hazardous Sports, Pursuits or Activities

Any sport, pursuit or activity where it is recognised that there is an increased risk of serious injury or it can be reasonably expected to aggravate any existing infirmity. Please refer to the Hazardous Activities for more details.

### Home

Your permanent place of residence within the UK as stated on your latest schedule.

### Insured Person/You/Your

The esure home insurance policyholder and their **Family** permanently living with them.

### Insurer

CIGNA Europe Insurance Company S.A.-N.V.

### Medical Condition

Any disease, illness or injury.

### Pair or Set

Two or more items of **Baggage** (including **Valuables**) which are complementary or used or worn together.

### Personal Money

Bank and currency notes, cash, cheques, postal and money orders, current postage stamps and coupons or vouchers which have a monetary value.

### Pre-existing Medical Conditions

This policy does not cover claims arising from a **Pre-existing Medical Condition** or an associated condition. A **Pre-existing Medical Condition** is a **Medical Condition** for which: -

- You have been prescribed medication;
- You are being referred to, treated by or under the care of a Healthcare Specialist e.g. General Practitioner, Hospital Specialist/Consultant, Nurse, Osteopath, Chiropractor, Acupuncturist, Physiotherapist;
- You are waiting for treatment or the results of any tests or investigations whether diagnosed or not;
- any condition linked directly or indirectly to any form of cancer.

An associated condition is a condition that can be linked to another condition for example, ischaemic heart disease and angina, heart attack and heart failure.

For a relative, **Close Business Colleague**, travel companion or person with whom you had arranged to stay, who is not insured but whose health may affect the trip.

If, at the time of taking out **Your** policy or booking a trip, whichever was the later, **Your Relative, Close Business Colleague**, travel companion or person with whom **You** had arranged to stay, had a **Medical Condition** for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months.

We will not pay for any claim **You** (or any **Insured Person**) make, that has anything to do with that **Medical Condition**.

## Public Transport

Train, bus, coach, ferry service or airline flight operating to a published timetable.

## Redundancy

Being made unemployed under the current UK **Redundancy** payment legislation (where **You** or **Your** travelling companion have been continuously employed on a permanent basis by the same employer and are not on a short-term fixed contract) and **You**, or **Your** travelling companion have been given a notice of **Redundancy** and are receiving payment under the current **Redundancy** payments legislation and at the time of booking the trip or taking out this insurance **You**, or **Your** travelling companion had no reason to believe that **You**, or **Your** travelling companion would be made redundant.

## Relative

Husband, wife, civil partner, son, daughter, parent, brother, sister, grandparent, grandchild, parent-in-law, fiancé(e) or co-habiting partner.

## Ski Equipment

Skis (including bindings), snow boards, boots and ski poles.

## Trip(s)

The period of time spent away from **Your Home** on pre-booked travel.

The maximum duration of any one trip is 30 days. There is absolutely no cover offered by the policy whatsoever for trips which are longer than 30 days per trip. This would include not insuring **You** for any part of a trip which is longer than 30 days in duration. Trips within the UK and Channel Islands are covered when their duration exceeds 2 consecutive days, there is pre-booked accommodation for at least 2 nights and they are more than a 40 mile radius from **Your Home**.

Winter sports cover – Where winter sports cover has been purchased **You** are covered for up to 17 days during the period of cover.

## Valuables

Cameras, photographic equipment, camcorders, DVD players, video, telephone and tele-communications equipment, radios, cassette players, CD players, audio equipment, computers, computer games machines, MP3 players, electronic personal organisers, binoculars, telescopes, mobile telephones, antiques, jewellery, watches, furs, precious or semi-precious stones, articles made of or containing gold, silver or other precious metals, films, tapes, cassettes, cartridges, discs or compact discs, sat navs, tablets and smartphones.

## We/Us/Our

Cigna Insurance Services who administer the insurance on behalf of the insurer.

## Hazardous activities

This travel insurance policy provides cover for most hazardous activities.

Covered	Covered if professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions.	Not covered
Aerobics Badminton Baseball Basketball Boogie boarding Bowls Cricket Croquet Curling Cycling (no racing) Fell walking Fishing Golf Ice skating Jogging Manual work at ground level involving no machinery* Marathon running Mountain biking on recognised routes Rambling Rounders Sailing (within territorial waters)* SCUBA diving (down to 30m accompanied by a qualified diver or instructor) Snorkelling Softball Squash Surfing Swimming Table tennis Tennis Ten pin bowling Volleyball Walking Water polo Windsurfing (within territorial waters)*	Abseiling Archery Banana boating Black water rafting Bungee jumping Canoeing/kayaking (no white water) Clay pigeon shooting* Fencing Flotilla sailing* (with professional leader) Go karting* Gymnastics Hiking between 4,000m and 6,000m Horse riding (no jumping)* Hot air ballooning Indoor rock climbing (with belays) Jet biking* Jet skiing* Paint balling Parascending over water Pony trekking* River tubing (no white water) Shooting (not big game)* Sleigh riding as a passenger Swimming with dolphins Trampoline Water skiing (no jumping) White water rafting Ziplining/Zipwiring Zorbing	Base jumping Big game hunting BMX stunt riding Bouldering Boxing Canyoning Caving/pot holing Coastering Cycle racing Flying except as a fare paying passenger Free/high diving Gliding Hang gliding Horse jumping/hunting Judo/karate/martial arts Kite surfing Lacrosse Micro lighting Motor cycling unless on machines of less than 125cc and where you have held a motorcycle licence for at least 3 years and are conviction free and are wearing a helmet* Mountaineering Organised team sports unless otherwise listed Parachuting Paragliding Parascending over land Participation in competition unless agreed by us Polo Professional/semi professional sports Quad biking Rock climbing Sailing outside territorial waters Scuba diving below 30m Shark diving Street hockey Water ski jumping Weightlifting Wrestling

### Winter sports

Winter sports (other than curling or ice skating) are excluded unless an additional premium has been paid and accepted as shown in **Your** latest schedule. Where winter sports cover has been purchased **You** are covered for up to 17 days in total for winter sports travel per insurance period.

The following activities are covered:

- On piste skiing or snowboarding on piste
- Off-piste skiing or snowboarding where accompanied by a qualified guide or instructor
- Cross country skiing on recognised routes and with a guide
- Ski racing arranged by ski schools for their pupils
- Sledging

Examples of winter sports activities not covered are:

- Bobsleighbing
- Heli skiing
- Ice hockey
- Lugeing
- Use of skeletons
- Ski acrobatics
- Ski jumping

\* 12 Personal liability does not apply.

## Important information about your policy

### Automatic extension of the period of cover

**Your** policy automatically extends to provide cover if **You** are unable to return **Home** by the end of the insurance period due to **Your** death, injury or illness or if there is a **Public Transport** delay.

### Age eligibility

This Annual Travel Insurance policy is not available to anyone aged 70 or over at the time of purchasing this policy cover. If an **Insured Person** reaches the age of 70 during the period of insurance, cover for the **Insured Person** will continue until the next renewal date but not there after.

### Geographical limits

Cover is provided on a worldwide basis.

### Operation of cover

1 - Cancellation cover is effective from the date of booking any travel or accommodation for a trip where the event giving rise to the cancellation occurs during the period of cover.

Cancellation cover terminates upon the commencement of **Your** trip.

All other Sections are effective from the time the **Insured Person** leaves their **Home** or business in the United Kingdom (whichever is left last) and shall continue until the **Insured Person** returns to a) their **Home** or business or b) a hospital or nursing **Home** in the United Kingdom following their repatriation (whichever is reached first) but both events must occur during the trip duration and period of cover (except where there is an automatic extension of the period of cover).

### Pre-existing medical conditions

Pre-existing **Medical Conditions** or associated conditions are not covered by this policy. Please refer to Definitions Pre-existing **Medical Conditions**.

**We** will not pay for any claim **You** (or any **Insured Person**) make, that has anything to do with that **Medical Condition**.

### How to notify us of a claim

To tell **Us** about a claim, please call **Us** on 0345 601 6194 within 31 days of **Your** return **Home**, unless the claim is for medical expenses, (please see below).

- For all claims, **You** will need to provide **Your** original booking invoice/receipt.
- For any claim which is the result of **Accident**, bodily injury or illness, **You** will be required to provide supporting medical verification.

**You** will also need to provide the following documents depending on which section of the policy **You** are claiming under:

### Cancellation

- Original airline tickets (if full cost of trip is claimed)
- Cancellation invoice
- For claims resulting from death, a copy of the death certificate
- For claims resulting from **Redundancy**, a letter from **Your** employer confirming notification date of **Redundancy** and that **You** qualify for payments under **Redundancy** legislation.

### Curtailement

- For claims resulting from death by **Accident**, a copy of the death certificate.

Please note that **You** must contact **Us** prior to leaving the trip destination for **Your** return **Home**.

### Medical expenses

**You** or **Your** travelling companion or doctor/nurse must notify **Us** on +44 (0) 208 763 4902 as soon as possible, of **You** being admitted to a hospital or clinic abroad as an inpatient, or if **Your** medical expenses are

likely to exceed £500. **Your** name, policy number and as much information as possible should be given. Settlement of bills not paid by **You** should be referred to **Us** at +44 (0) 208 763 4902.

### Hospital benefit

- Written confirmation from the hospital of the period of time **You** were hospitalised.

### Baggage

- Police report for stolen or lost **Baggage**
- For **Baggage** lost or damaged whilst in the custody of an airline, a Property Irregularity Report (PIR)
- Original receipts/evidence of purchase for all items.

### Delayed Baggage

- Property Irregularity Report from the carrier confirming the reason and duration of the delay
- Original receipts/evidence of purchase for all replacement items.

### Personal money

- Police report of the theft
- Details of amount lost, e.g. bank statements, conversion slips.

### Loss of passports/documents

- Receipts for expenditure.

### Missed departure

- Any motoring **Accident** involving personal injury must be substantiated by a police report.

### Travel delay

- A written report from the airline, shipping company or their agents which shows the reason for the delay. For all other claims, please refer to the relevant section of the policy.

## 1.Cancellation

### What is covered?

**We** will cover **Your** proportion of the costs up to a maximum of £3,000 which **You** have paid or agreed to pay and which **You** cannot recover from any other source following:

1. **Your** necessary and unavoidable cancellation of the trip which happens after the start date of cover shown on the Schedule, due to:
  - a. the death, injury or illness of **You**, **Your Relative** or **Close Business Colleague** or of any person with whom **You** had arranged to travel, or a friend or **Relative** who lives abroad with whom **You** had arranged to stay;
  - b. **Your** attendance at a court of law as a witness (but not as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office;
  - c. **Your Redundancy** or that of **Your** travelling companion notified to **You** after the purchase of this policy or after the date the trip was booked, whichever is the later;
  - d. **Your** compulsory quarantine, or Government restriction following an epidemic which prevents **You** from travelling;
  - e. **Your Home** becoming uninhabitable following serious fire, storm or flood within 14 days before **Your** scheduled departure date.
2. **Your** cancellation of the trip as a result of 10 - Travel delay where the delay exceeds 12 hours from the first international departure time specified in **Your** official itinerary.  
Any payment **We** make to **You** is dependent on **You** notifying the travel agent, tour operator or provider of transport or accommodation immediately **You** know **You** will be cancelling the trip. **We** will only pay the cancellation charges that would have applied at the time **You** knew it was necessary to cancel your trip.

### What is not covered?

**We** will not pay for the following:

1. if travel is against the advice of **Your** doctor;
2. any pre-existing **Medical Condition** or associated condition
3. any claim which is due to:
  - a. **Your** failure to obtain the required passport or visa;
  - b. **Your** failure to obtain any recommended or required vaccines, inoculations or medications prior to **Your** trip;
  - c. **You** travelling for the purpose of obtaining medical treatment or in the knowledge that **You** are likely to need medical treatment;
  - d. the operation of law, unless expressly provided for elsewhere in this policy (for example Jury Service or compulsory quarantine);
  - e. the failure in provision of any service connected with **Your** trip including error, omission, financial failure, or default of, or by the provider of, any service, travel agent, tour operator/organiser through whom **You** booked the trip;
  - f. death or illness of any pets or animals;
  - g. **Your** decision not to travel, or personal financial circumstances (other than **You** being made redundant after the start date of cover shown on the Schedule);
  - h. any loss in respect of Air Passenger Duty (this can be reclaimed by **You** through **Your** travel agent or airline);
  - i. any loss due to **Your Relative**, **Close Business Colleague**, travel companion or person with whom **You** had arranged to stay, if at the time of taking out **Your** policy or booking a trip, whichever was the later, had a **Medical Condition** for which he or she:
    - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;
  - j. **Your** late arrival at the airport or port after check-in or booking-in time (except for a late arrival covered under 9 - Missed departure);
  - k. any unlawful or criminal proceedings of anyone on whom the trip plans depend, other than attendance as a witness at a Court of Law;
  - l. any circumstances, including but not limited to strike or industrial action, known to you or publicly declared prior to the date **Your** Schedule is issued or the time of booking the trip (whichever is the earlier) which could reasonably have been expected to give rise to a claim;
  - m. any loss in respect of management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements;
  - n. any loss in respect of reward points, such as Avios Points or any other frequent flyer scheme.
4. the **Excess**;
5. see General exclusions.

## 2.Curtailment

### What is covered?

**We** will cover **You** up to £3,000 if **You** unavoidably cut short **Your** trip by returning to the UK, or if **You** unavoidably cut short **Your** trip that is within the UK by returning **Home** due to the following reasons:

1. the death, injury, or serious illness of **Yourself** or the person with whom **You** are travelling;
2. the death, injury, or serious illness of **Your Relative** or **Close Business Colleague** who is resident in the UK;
3. **Your** attendance at a court of law as a witness (but not as an expert witness) or for Jury Service where

postponement of the Jury Service has been denied by the Clerk of the Courts Office;

4. **You** being called back by the Police after **Your Home** or usual place of business in the UK has suffered from burglary, serious fire, storm or flood.

The cover provides a refund which is a percentage of the unused part of the pre-paid trip costs (but excluding the last day of travel).

### We will also pay...

for reasonable additional travel and accommodation expenses **You** incur in returning to the UK which on medical advice is necessary and unavoidable as a result of 1 and 2 on previous page.

Any payment **We** make to **You** is dependent on **You** observing the following:

1. seeking an opinion on the advisability of making the trip from **Your** registered doctor if **You** have an existing **Medical Condition**, taking into account **Your** chosen trip destination, the climatic conditions, the stability of **Your** condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available;
2. contacting **Us** prior to **You** leaving the trip destination for **Your** return to the UK;
3. if **You** are cutting short **Your** journey for medical reasons, **You** must get a doctor's certificate to confirm **Your** need to return **Home** to the UK, then contact **Us** to authorise **Your** claim;
4. not travelling specifically to receive medical treatment during **Your** trip or in the knowledge that **You** are likely to need medical treatment;
5. obtaining any recommended vaccines, inoculations or medications prior to **Your** trip;
6. having a pre-paid return ticket to the UK at the start of **Your** trip unless otherwise agreed.

Note: Curtailment means returning **Home** prior to the scheduled return date or being admitted to hospital as an inpatient for at least 24 hours. A proportionate refund will be made of the pre-paid charges. The refund for accommodation will be based on each complete day of the holiday **You** have lost. A proportionate refund of travel expenses will be paid only if **You** cannot use **Your** return ticket, and **You** are not claiming travel expenses under another section of this policy.

### What is not covered?

1. any costs arising from **Your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of **Your** trip;
2. **Your** loss of enjoyment of the trip however caused;
3. any unused portion of **Your** original ticket where repatriation has been made;
4. if travel is against the advice of **Your** doctor;
5. any costs arising from a pre-existing **Medical Condition** or associated condition;
6. any loss due to **Your Relative, Close Business Colleague**, travel companion or person with whom **You** had arranged to stay, if at the time of taking out **Your** policy or booking a trip, whichever was the later, had a **Medical Condition** for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;
7. **Your** disinclination to travel, or if curtailment is requested because of psychiatric disorders, depression, anxiety, stress, phobias or personal financial circumstances;
8. death or illness of any pets or animals;
9. any loss in respect of management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements;
10. any loss in respect of reward points, such as Avios Points or any other frequent flyer scheme;
11. the **Excess**;
12. see General exclusions.

## 3. Medical and repatriation expenses

### What is covered?

Important Note: This section provides insurance for emergency medical costs not covered under a reciprocal health agreement between the government of the UK and that of **Your** country of loss including costs covered by the European Health Insurance Card (EHIC). This is not Private Medical Insurance.

**We** will cover **You** up to a maximum of £10,000,000 in the event of an **Accident** or sickness whilst on the trip, in respect of the following:

1. usual and reasonable medical, hospital and treatment expenses, including the cost of the rescue service to take **You** to hospital which will cease when on medical advice **You** are able to return to the UK;
2. up to £2,500 for the costs of funeral expenses abroad or the reasonable cost of conveying the **Insured Person's** body or ashes to their **Home** address in the UK;
3. repatriation expenses (including air ambulance or the special use of air transport) to return **You** to the UK provided it is medically necessary and the arrangements are authorised by **us** and made by **Us** beforehand. For trips within the UK **We** will pay up to £2,000 to return **You Home**;
4. up to £2,000 for additional travel (economy class) and accommodation (room only plus £10 per day towards meals) of a **Relative** or friend of **Yours** living in the UK, or on holiday with **You**, who on medical advice must travel or stay with **You** or accompany **You Home**. **We** must authorise this beforehand;
5. up to £250 for additional kennel or cattery fees for **Your** dog or cat if **You** have to stay after the date **You** were going to return Home;
6. up to £200 for emergency dental treatment outside the UK for the immediate relief of pain.

**We** must be contacted before **You** incur the costs if **Your** medical expenses are likely to exceed £500. Furthermore if **You** are admitted to a hospital or clinic abroad as an inpatient, **We** must be notified as soon as possible, in order to confirm the conditions of this insurance with the medical providers.

If **You** are injured or become ill during **Your** trip, **We**:

- may move **You** from one hospital to another; and/or
- arrange for **You** to return to the UK at any time.

**We** will do this if **We** and the treating doctor think that it is safe for **You** to be moved or returned to the UK. If **You** choose not to, our liability will end on the date it was deemed safe for **You** to be moved or returned to the UK.

For travel to the United States of America reasonable and necessary medical and hospital expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

### What is not covered?

**We** will not pay for the following:

1. any medication or drugs which at the start of **Your** trip **You** know **You** will need;
2. the cost of any treatment or surgery (including exploratory tests) which are not directly related to the illness or injury for which **You** went into a hospital or clinic abroad;
3. any form of treatment or cosmetic surgery which, in our opinion or that of the doctor treating **You** can reasonably be delayed until **You** return **Home**;
4. any costs arising from **Your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of **Your** trip;
5. any extra costs from **You** arranging a single or private room accommodation at a hospital, clinic or nursing **Home**, except where this is necessary for **Your** treatment and approved by **Us** beforehand;
6. any loss, damage or provision of false dentures, false limbs, hearing aids, contact or corneal lenses or prescription spectacles;
7. inpatient, hospital, clinic or repatriation expenses which have not been reported to and authorised by **Us**;
8. if **You** are travelling against the advice of a doctor or for the purpose of having medical treatment on the trip;
9. any costs arising from a pre-existing **Medical Condition** or associated condition;
10. any cost where **You** do not comply with the treatment agreed by the treating doctor and **Us**;

11. any food, drinks, toiletries and faxes unless otherwise stated;
12. any phone calls or costs, other than:
  - calls to **Us** telling **Us** about the problem and for which **You** can provide a receipt or other evidence to show the cost of the call and the number dialled; or
  - costs incurred by **You** when **You** receive calls on **Your** mobile phone from **Us** for which **You** are able to provide receipts or other reasonable evidence to show the cost of the calls;
13. any taxi fare, other than those for **Your** travel to and from hospital, relating to **Your** admission, discharge or attendance for out patient treatment or appointments; or for the collection of medication prescribed for **You** by the hospital forming part of this claim (Note: Any costs incurred by **You** to visit another person or by another person visiting **You** in hospital are not covered);
14. any costs which are covered under a reciprocal health agreement between the government of the UK and that of **Your** country of loss including costs covered by the European Health Insurance Card (EHIC);
15. the **Excess**;
16. see General exclusions.

## 4. Hospital benefit

### What is covered?

We will pay £10 for every complete 24 hours **You** spend in a hospital abroad as an inpatient as a result of **You** becoming ill or being injured during the trip (up to a maximum of £100).

### What is not covered?

We will not pay for the following: Any days spent in hospital:

1. in the United Kingdom;
2. for any treatment or surgery (including exploratory tests) which are not directly related to the illness or injury for which **You** went into a hospital or clinic abroad;
3. for any form of treatment or cosmetic surgery which, in our opinion and that of the opinion of the doctor treating **You**, can reasonably be delayed until **You** return **Home**;
4. arising from **Your** pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of **Your** trip;
5. for inpatient, hospital or clinic expenses which have not been reported to and authorised by **Us**
6. if **You** are travelling against the advice of a doctor or for the purpose of having medical treatment on the trip;
7. any claims arising from a pre existing **Medical Condition** or associated condition;
8. see General exclusions.

## 5. Baggage and personal belongings

### What is covered?

Important Note: The cover under 5. Baggage and personal belongings is in addition to cover that **You** may have selected under Personal Possessions. If **You** have selected this cover and paid the appropriate premium as stated on **Your** latest Schedule, any claim for loss or damage of **Your** personal possessions can only be made under one section.

We will pay up to a maximum of £1,500 (after making reasonable allowance for wear, tear and depreciation) for accidental loss, or theft of or damage to **Baggage** owned by **You**. In the event of a claim **You** must provide **Us** with any original receipts, proofs of purchase or insurance valuations (obtained prior to loss, theft or damage) which **We** request.

### What is not covered?

We will not pay for the following:

1. more than £300 for any one article, **Pair** or **Set** of articles;
2. more than £300 in total in respect of **Valuables**;

3. **Ski Equipment** (this is covered under the Winter Sports, if the appropriate premium is paid);
4. loss or theft of or damage to fragile articles, bicycles and business goods or samples;
5. loss or theft of or damage to sports equipment whilst in use;
6. loss or damage of **Your Baggage** and personal possessions whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report from them. In the case of an airline **You** will need a Property Irregularity Report (PIR);
7. loss or theft of **Your Baggage** that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and where **You** do not get a written report from them;
8. loss or damage to **Your Baggage** caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moths, vermin or atmospheric or climatic conditions;
9. **Baggage** left out of **Your** sight and personal control in public places (e.g. station, airport, restaurant, beach, etc);
10. any loss or theft of **Baggage** from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior, and where the forcible entry or exit is verified by a Police report);
11. any loss of **Valuables** packed in a suitcase, or similar container (other than normal hand-**Baggage**) unless they are at all times attended by **You**, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle;
12. any loss or theft of **Valuables** from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and reported to the appropriate Police authority and where a report was obtained from them;
13. loss of or damage to **Valuables** (other than wedding rings) while **You** are swimming;
14. any items left in the custody of a person who does not have official responsibility for the safekeeping of the property;
15. the **Excess**;
16. see General exclusions.

## 6. Delayed baggage

### What is covered?

We will pay up to a maximum of £200 to cover the purchase of essential items if **You** are temporarily deprived of **Your Baggage** due to misdirection in delivery on **Your** outward journey for over 12 hours from the time **You** arrived at **Your** trip destination abroad.

**You** must keep all receipts for these items and send them with **Your** claim form.

Any amount paid will be deducted from the final claim settlement under 5. Baggage and personal belongings if **Your** luggage is permanently lost.

### What is not covered?

We will not pay for the following:

1. loss or damage to **Your Baggage** or personal possessions whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report. In the case of an airline **You** will need a Property Irregularity Report (PIR);
2. see General exclusions.

## 7. Personal money

### What is covered?

We will pay up to a maximum of £200 for the loss or theft of **Your Personal Money** during **Your** trip dependent on **You** observing the following:

1. taking reasonable care in protecting **Your** money and documents against loss, theft or damage;
2. notifying the Police within 24 hours of discovery or as soon as possible after that and obtaining a written

report and reference number from them and enclosing this with **Your** claim form.

### What is not covered?

We will not pay for the following:

1. loss or theft of money that is not on **Your** person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in **Your** trip accommodation;
2. for any depreciation in value, currency changes or shortage caused by any error or omission;
3. for money packed in suitcases or other similar **Baggage**, or in containers which are out of **Your** sight and personal control;
4. for loss or damage arising from confiscation or detention by Customs or other officials;
5. more than £200 (£50 in respect of children aged 15 years and under) for cash;
6. the **Excess**;
7. see General exclusions.

## 8. Loss of passports or documents

### What is covered?

We will pay up to a maximum of £150 for reasonable travel and accommodation expenses incurred to obtain replacement passports, travel tickets, green cards, driving licenses, business documents and records.

### What is not covered?

We will not pay for the following:

1. the cost of replacing and/or restoring the missing documents or records which have been lost, stolen or damaged;
2. loss or theft of items that are not kept on **Your** person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in **Your** trip accommodation;
3. any depreciation in value or shortage caused by any error or omission;
4. items packed in suitcases or other similar **Baggage**, or in containers which are out of **Your** sight and personal control;
5. loss of passport not reported to the Police and the Consular Representative of the relevant issuing country within 24 hours of discovery or as soon as possible after that;
6. for loss or damage arising from confiscation or detention by Customs or other officials;
7. the **Excess**;
8. see General exclusions.

## 9. Missed departure

### What is covered?

We will pay up to a maximum of £500 for reasonable additional accommodation (room only) and travel expenses should **You** arrive at **Your** last departure point from the UK or last departure point for **Your** return trip to the UK (according to published timetables) too late to board **Your** booked flight or sailing if:

1. scheduled **Public Transport** services fail to get **You** there in time due to strike, industrial action, adverse weather conditions or mechanical breakdown;
2. the private motor vehicle in which **You** are travelling to **Your** last departure point in the UK suffers a mechanical breakdown/failure or is directly involved in a road traffic **Accident** which results in mechanical breakdown/failure or bodily injury.

In respect of UK and Channel Islands business trips cover only applies to pre-booked flights or sea passages within the UK and Channel Islands in connection with **Your** business.

**Note:** Cover in respect of 2. above only applies to vehicles under 7 years old. Any motoring **Accidents** must be reported to the Police if there is a personal injury and any **Accident** or breakdown not resulting in personal injury must be reported to a recognised motoring rescue organisation and a report obtained from them. Any repair costs to the vehicle are not covered by this insurance.

### What is not covered?

We will not pay for the following:

1. **Your** failure to allow sufficient time for the **Public Transport** to arrive on schedule and deliver **You** to **Your** departure point;
2. strike, industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on the date the Schedule is issued or **You** booked the trip (whichever is later);
3. any claim arising from **Your** private motor vehicle in which **You** are travelling not having been properly serviced and maintained, in the event of vehicle breakdown;
4. see General exclusions.

## 10. Travel delay

### What is not covered?

The benefit provided under this section is intended to provide compensation if **You** are delayed at **Your** point of departure and is only applicable if **You** have travelled there and checked-in. If **You** have not travelled to **Your** departure point **You** will not be covered even if **You** have checked-in online.

We will pay up to £10 after the first full 12 hours delay, and £10 for each full 12 hours delay thereafter (up to a maximum of £100), if the international transport service (which forms part of **Your** pre-booked itinerary) is delayed due to circumstances beyond **Your** control at **Your** last international departure point from or to the UK, or the delay occurs during a pre-booked connecting flight or sea journey taking **You** to **Your** trip destination.

If after 12 hours delay to **Your** outbound journey **You** choose to abandon **Your** trip We will pay **Your** cancellation costs under the 1. cancellation of this policy section.

In respect of UK and Channel Islands business trips cover only applies to pre-booked flights or sea passages within the UK and Channel Islands in connection with **Your** business.

**Note:** For residents of Northern Ireland cover will also be provided for a flight or sea vessel journey interconnecting with the last flight or sea vessel journey from the international departure point from or to a mainland United Kingdom or other European terminal.

### What is not covered?

We will not pay for the following:

1. any claim which is as a result of **Your** failure to check-in at the departure airport or port by the time shown on **Your** travel itinerary;
2. any compensation unless **You** have obtained written confirmation from the airline or shipping company or their handling agents which shows the reason for the delay, the scheduled departure time and the actual departure time of **Your** flight or sailing;
3. any compensation where the airline or shipping company or their handling agents provide alternative transport which departs within 12 hours of the booked departure time;
4. any delay which is due to strike or industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on the date the Schedule is issued or **You** booked the trip (whichever is the later);
5. any claim where **You** decide to cancel the journey and We pay a claim under 1. Cancellation section;
6. see General exclusions.

## 11. Legal expenses

### What is covered?

We will pay **You** up to £10,000 for reasonable and necessary legal costs **You** or **Your** legal personal representative(s) have to pay in order to claim compensation or damages for **Your** personal injury or death caused by the negligence of a third party during **Your** trip.

For legal expenses queries please call 020 8652 1313.

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

1. the **Date of Occurrence** of the incident happens during the period of insurance ; and
2. any legal proceedings will be dealt with by the court or other body which **We** agree to; and
3. for civil claims it is always more likely than not that **You** will recover damages (or other legal remedy which **We** have agreed to) or make a successful defence:
  - for all insured incidents, **We** will help in appealing or defending an appeal as long as **You** tell **Us** within the time limits 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 an **Appointed Representative** is used, **We** will pay the **Costs and Expenses** incurred for this.
- the most **We** will pay for all claims resulting from one or more event arising at the same time or from the same cause is £10,000. **We** will negotiate for **Your** legal rights after an event which causes the death of, or bodily injury to **You**.

### What is not covered?

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

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden **Accident**;
2. defending **Your** legal rights, but defending a counter-claim is covered;
3. the driving of a motor vehicle by **You** for which **You** do not have valid motor insurance;
4. against **Us**, or our agents;
5. any **Costs and Expenses** incurred before our written acceptance of the claim;
6. written or verbal remarks which damage **Your** reputation;
7. disagreement with **Us** that is not dealt with under No. 7 of the General Conditions applying to 11. Legal expenses;
8. an application for Judicial Review;
9. any legal action which **You** take which **We** or the **Appointed Representative** have not agreed to;
10. where **You** do anything that hinders **Us** or the **Appointed Representative**;
11. any **Costs and Expenses** that are incurred under a contingency fee arrangement;
12. the **Excess**.

### General conditions applying to 11. Legal expenses

1. **You** must:
  - a) take reasonable steps to keep any amount **We** have to pay as low as possible.
  - b) try to prevent anything happening that may cause a claim.
  - c) send everything **We** reasonably ask for.
  - d) give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
2.
  - a) **We** can take over and conduct, in **Your** name any claim or legal proceedings at any time. **We** can negotiate any claim on **Your** behalf.
  - b) An **Insured Person** is free to choose a representative (by sending **Us** a suitably qualified person's name and address) if:
    - i) **We** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured Person** in those proceedings; or
    - ii) there is a conflict of interest.

**We** may choose not to accept an **Insured Person's** choice. If there is a disagreement over the choice of representative in these circumstances, the **Insured Person** may choose another suitably qualified person.

- c) In all circumstances except those in 2(b) above, **We** are free to choose a representative.
- d) An **Appointed Representative** will be appointed by **Us** and represent **You** according to our standard terms of appointment. The **Appointed Representative** must cooperate with **Us** at all times.
- e) **We** will have direct contact with the **Appointed Representative**.
- f) **You** must co-operate fully with **Us** and the **Appointed Representative** and must keep **Us** up to date with the progress of the claim.

- g) **You** must give the **Appointed Representative** any instructions that **We** require.
3.
    - a) **You** must tell **Us** if anyone offers to settle the claim.
    - b) If **You** do not accept a reasonable offer to settle the claim, **We** may refuse to pay further **Costs and Expenses**.
    - c) **You** must not negotiate or agree to settle a claim without our approval.
    - d) **We** may decide to pay **You** the amount of damages that **You** are claiming or is being claimed against **You**, instead of starting or continuing legal proceedings.
  4.
    - a) **You** must tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited, if **We** ask for this.
    - b) **You** must take every step to recover **Costs and Expenses** that **We** have to pay and must pay **Us** any **Costs and Expenses** that are recovered.
  5. If an **Appointed Representative** refuses to continue acting for **You** or if **You** dismiss an **Appointed Representative** the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.
  6. If **You** settle a claim or withdraw **Your** claim without our agreement, or do not give suitable instructions to an **Appointed Representative**, the cover **We** provide will end at once and **We** will be entitled to reclaim any **Costs and Expenses** paid by **Us**.
  7. If **We** and **You** disagree about the choice of **Appointed Representative** or about the handling of a claim, **We** and **You** can choose another suitably qualified person to decide the matter. **We** must both agree to the choice of this person in writing. Failing this, **We** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving this disagreement must be paid by the party whose choice is rejected.
  8. **We** may, at our discretion, require **You** to obtain at **Your** expense, an opinion from a barrister chosen by **You** and **Us**, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **Us**.
  9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by another policy if this policy did not exist.
  10. This policy is governed by English Law.
  11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## 12. Personal liability

### What is covered?

**We** will pay up to a maximum of £2,000,000 plus costs of defence of a claim agreed between **Us** in writing for any event occurring during the trip which **You** are legally liable to pay that relate to an incident caused by **You** and which results in:

1. injury, illness, death or disease to another person;
2. loss of or damage to property which does not belong to **You** or any member of **Your Family** and is neither in **Your** charge nor under **Your** control or that of any member of **Your Family**.

In respect of business trips within the UK and Channel Islands, this Section only applies when **You** are travelling as a fare paying passenger on public transport.

Our total liability under all such insurances arising from any one incident or series of incidents shall not exceed £2,000,000.

### What is not covered?

**We** will not pay:

for claims, arising directly or indirectly, for any liability for loss of or damage to property, or injury, illness or disease:

1. where cover is provided under any other insurance;
2. which is suffered by anyone who is under a contract of service with **You** or any member of **Your Family**

- and is caused by the work **You** employ them to do;
- 3. which is caused by any deliberate, unlawful, malicious or wilful act or omission by **You**;
- 4. which is caused by **Your** employment, profession or business or that of any member of **Your Family**;
- 5. which is caused by **Your** ownership, care, custody or control of any animal;
- 6. which falls on **You** by agreement and would not have done if such agreement did not exist;
- 7. which is as a result of any criminal proceedings;
- 8. which is due to **Your** ownership, possession or use of vehicles, aircraft, watercraft (other than canoes, punts and rowing boats), firearms or explosive devices;
- 9. which is caused by **Your** ownership or occupation of land or buildings (other than occupation only of any temporary residence, excepting time-share);
- 10. the **Excess**;
- 11. see General exclusions.

## 13.Travel disruption cover

### What is covered?

This section provides cover for costs not forming part of a package holiday.

### Special conditions:

1. **You** may only claim under one part of section 13, part A ,B or D of this section for the same event.
2. **You** may only claim the delay benefit provided by under 10 - Travel Delay or part 13D. Enforced Stay of this section, for the same event but not both.
3. If the same costs and charges are also covered under any other section of this policy **You** can only claim for these under one section for the same event.

## Special definitions applying to this section:

### Booking Agent

A person or organisation that makes reservations for travel or accommodation on **Your** behalf.

### Consolidator

A person or organisation that sells airline tickets on behalf of an airline.

### Package

The pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- a) transport
- b) accommodation
- c) other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the **Package**.

As more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992.

### Scheduled Airline

An airline that provides a regular service which runs to a timetable.

## 13A.Cancellation and curtailment sections are extended to include the following cover:

### What is covered?

**We** will pay **You** for any irrecoverable unused travel and accommodation costs (including unused kennel or cattery fees) and other prepaid charges including airport parking, car hire, excursions up to £3,000 which **You** have paid or are contracted to pay together with any reasonable additional travel expenses incurred.

**We** will pay:

- a) if **You** were not able to travel and use **Your** booked accommodation; or
- b) if the trip was cut short before completion as a result of:
  1. the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or similar body issuing a directive:
    - i) prohibiting all travel or all but essential travel to; or
    - ii) recommending evacuation from the country or specific area or event to which **You** were travelling providing such directive came into force after **You** purchased this insurance or booked the trip (whichever is the later), or in the case of cutting short **Your** trip after **You** had left the UK to commence the trip; or
  2. the insolvency of **Your Scheduled Airline**; or
  3. the insolvency of the providers or **Booking Agents** of **Your** accommodation; or
  4. fire, flood, earthquake, explosion, hurricane, tsunami, landslide, avalanche, volcanic eruption or storm making **Your** accommodation uninhabitable; or
  5. an outbreak of food poisoning or an infectious disease at **Your** accommodation resulting in its closure during **Your** trip; or
  6. strike leading to the cancellation of **Your** international transport from the UK; or
  7. the Channel Tunnel being closed for 24 hours from the date and time of **Your** scheduled departure as shown on **Your** ticket/itinerary; or
  8. an airport or port **You** were due to travel from or through being closed for 24 hours from the date and time of **Your** scheduled departure as shown on **Your** ticket/itinerary; or
  9. air space being closed for 24 hours from the date and time of **Your** scheduled departure, as shown on **Your** ticket/itinerary; or
  10. **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours.

### Special conditions

1. If **You** fail to notify the travel agent, tour operator, or provider of transport or accommodation as soon as **You** find out it is necessary to cancel the trip the amount **We** will pay will be limited to the cancellation charges that would have applied otherwise.
2. **You** must get (at **Your** own expense) written confirmation from the transport provider (or their handling agent) of the cancellation, number of hours of delay or being denied boarding and the reason for these together with details of any alternative transport offered.
3. **You** must comply with the terms of contract of the transport provider and seek financial compensation, assistance or a refund of **Your** ticket from them in accordance with such terms and/or (where applicable) **Your** rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.

### What is not covered?

1. any costs incurred by **You** which are recoverable from the transport operator or for which **You** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
2. any costs incurred by **You** which are recoverable from the company providing the accommodation or for which **You** receive or are expected to receive compensation or reimbursement;
3. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements;

4. any costs which **You** would have expected to pay during **Your** trip;
5. any claims arising directly or indirectly from circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any trip (whichever is the later) which could reasonably have been expected to give rise to cancellation or cutting short the trip;
6. claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by **You**;
7. scheduled flights not booked in the UK;
8. scheduled flights not booked through a bonded travel agent or direct with a **Scheduled Airline**;
9. the financial failure of:
  - any **Scheduled Airline** which is insolvent at the date this insurance is purchased by **You** or at the time of booking any trip (whichever is the later);
  - any **Scheduled Airline** which is bonded or insured elsewhere (even if the bond is insufficient to meet the claims);
  - any travel agent, tour organiser, **Booking Agent** or **Consolidator** with whom **You** have booked a scheduled flight;
10. costs which **You** can recover from elsewhere, for example, payments recoverable from **Your** credit or debit card issuer;
11. any claim arising directly or indirectly from denied boarding due to **Your** drug use, alcohol or solvent abuse or **Your** inability to provide a valid passport or other documentation required by the transport provider or their handling agent;
12. claims arising directly or indirectly from an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation or the Civil Aviation Authority, Port Authority or any similar body in any country;
13. the **Excess**;
14. see General exclusions.

### 13B.Substitute accommodation cover

#### What is covered?

We will pay **You** for reasonable additional accommodation and transport costs incurred, up to the standard of **Your** original booking up to £3,000.

We will pay:

If **You** need to move to alternative accommodation on arrival or at any other time during the trip because **You** cannot use **Your** booked accommodation as a result of the following events:

1. insolvency of the providers of **Your** accommodation.
2. fire, flood, earthquake, explosion, hurricane, tsunami, landslide, avalanche, volcanic eruption or storm making **Your** accommodation uninhabitable.
3. an outbreak of food poisoning or an infectious disease.

#### Special conditions

1. **You** must obtain written confirmation from the company providing the service or the local Police that **You** could not use **Your** accommodation and the reason for this.

#### What is not covered?

We will not pay the following:

1. any costs incurred by **You** which are recoverable from the transport operator or for which **You** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
2. any costs incurred by **You** which are recoverable from the company providing the accommodation or for which **You** receive or are expected to receive compensation or reimbursement;
3. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements;

4. any costs which **You** would have expected to pay during **Your** trip;
5. any claims arising directly or indirectly from circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any trip (whichever is the later) which could reasonably have been expected to give rise to cancellation or cutting short the trip;
6. claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by **You**;
7. any claim for additional travel and accommodation costs which are of a higher standard than that of **Your** originally pre-booked travel and accommodation;
8. the **Excess**;
9. see General exclusions.

### 13C.Replacement flight

#### What is covered?

We will pay up to £1,500 for each **Insured Person**. We will pay:

1. Irrecoverable flight costs paid in advance in the event of insolvency of **Your Scheduled Airline** prior to departure: or
2. In the event of insolvency of **Your Scheduled Airline** after departure:
  - a) additional pro rata costs incurred by **You** in replacing that part of the flight arrangements to a similar standard to that originally booked; or
  - b) the cost of return flights to the UK to a similar standard to that originally booked, if abandonment of the trip is unavoidable.

#### What is not covered?

We will not pay the following:

1. scheduled flights not booked in the UK;
2. scheduled flights not booked through a bonded travel agent or direct with a **Scheduled Airline**;
3. the financial failure of:
  - any **Scheduled Airline** which is insolvent at the date this insurance is purchased by **You** or at the time of booking any trip (whichever is the later);
  - any **Scheduled Airline** which is bonded or insured elsewhere (even if the bond is insufficient to meet the claims);
  - any travel agent, tour organiser, **Booking Agent** or **Consolidator** with whom **You** have booked a scheduled flight;
4. costs which **You** can recover from elsewhere. For example, payments recoverable from **Your** credit or debit card issuer;
5. any claims arising directly or indirectly from circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any trip (whichever is the later);
6. any claim for additional travel and accommodation costs which are of a higher standard than that of **Your** originally pre-booked travel and accommodation.
7. see General exclusions.

### 13D.Enforced stay

#### What is covered?

If **You** are unable to:

1. reach **Your** pre-booked accommodation at **Your** intended destination; or
2. return to **Your** pre-booked accommodation whilst on a pre-booked excursion during **Your** trip; or
3. return home to the UK on your scheduled return date due to:
  - a) the airspace being closed; or
  - b) the airport or port that **You** are scheduled to travel from or through is closed (and **You** purchased **Your** ticket before it was announced the airport/port was closed); or

- c) the Channel Tunnel is closed (and **You** purchased **Your** ticket before it was announced the tunnel was closed); or
- d) **You** being involuntarily denied boarding (because there are too many passengers for the seats available); or
- e) **Your** flight is diverted or re-directed after take-off; or
- f) the failure of public transport services.

**We will pay You:**

- i) £100 for every complete 24 hour period that **You** are unable to reach **Your** destination/return to **Your** pre-booked accommodation/return **Home**, up to a maximum of £1,500; or
- ii) Up to £1,000 for any necessary and reasonable additional travel expenses where after a period of 24 hours or more, **You** unavoidably have to make immediate alternative arrangements to reach **Your** destination/return to **Your** pre-booked accommodation/return **Home** and **Your** travel provider cannot provide alternative travel arrangements.

**We** will also pay up to £200 for emergency replenishment of prescription medication that **You** require to prevent a deterioration or exacerbation of a pre-existing **Medical Condition**, in the event that **Your** existing supplies run out after the date that **You** were scheduled to return **Home**.

### Special conditions

1. **You** must get (at **Your** own expense) written confirmation from the transport provider (or their handling agent) of the cancellation, number of hours of delay or being denied boarding and the reason for these together with details of any alternative transport offered.
2. **You** must comply with the terms of contract of the transport provider and seek financial compensation, assistance or a refund of **Your** ticket from them in accordance with such terms and/or (where applicable) **Your** rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.

### What is not covered?

**We** will not pay the following:

1. in respect to part ii only, the refunded amount of any unused return travel costs recoverable from **Your** originally booked travel provider or any other source;
2. the cost of prescription medicine where **You** have not taken sufficient supplies with **You** to last the period of **Your** trip;
3. any costs incurred by **You** which are recoverable from the transport operator or for which **You** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
4. any costs incurred by **You** which are recoverable from the company providing the accommodation or for which **You** receive or are expected to receive compensation or reimbursement;
5. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements;
6. any costs which **You** would have expected to pay during **Your** trip;
7. claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by **You**;
8. any claims arising directly or indirectly from circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any trip (whichever is the later);
9. any claim arising directly or indirectly from denied boarding due to **Your** drug use, alcohol or solvent abuse or **Your** inability to provide a valid passport or other documentation required by the transport provider or their handling agent;
10. claims arising directly or indirectly from an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any similar body in any country;
11. see General exclusions.

## 14. Winter sports cover

This part of **Your** policy only applies if **You** have chosen this cover and this is shown in **Your** latest Schedule. **We** agree to provide the insurance in 14. Winter sports cover of the policy, subject to the **Terms**, conditions and exclusions.

Cover is provided (up to a maximum of 17 days in total during the period of cover) for winter sports as defined under hazardous activities.

### 14A. Ski equipment

#### What is covered?

**We** will pay up to £500 in respect of loss, theft or damage of skis, snowboard and **Ski Equipment** occurring during **Your** trip.

#### What is not covered?

**We** will not pay for the following:

1. more than £500 for any one article, **Pair or Set** of articles;
2. more than £300 in total for hired **Ski Equipment**;
3. loss of or damage to **Ski Equipment** arising from delay or confiscation or detention by Customs or other officials;
4. loss or theft of or damage to **Ski Equipment** more than 4 years old;
5. loss of or damage to **Your Ski Equipment** caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moths, vermin or atmospheric or climatic conditions;
6. loss of or damage to **Ski Equipment** whilst in the custody of an airline or other carrier unless **You** report it immediately on discovery to the carrier and get a written report from them. In the case of an airline **You** will need a Property Irregularity Report (PIR);
7. loss or theft of **Your Ski Equipment** that **You** do not report to the Police within 24 hours of discovery or as soon as possible after that and where **You** do not get a written report from them;
8. **Ski Equipment** left unattended in public places (e.g. station, airport, restaurant etc);
9. any loss or theft of **Ski Equipment** from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior or were secured within a purpose built and locked container fastened to the exterior of the vehicle, and verified by a Police report);
10. any **Ski Equipment** left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
11. the **Excess**;
12. see General exclusions.

### 14B. Ski hire

#### What is covered?

**We** will pay up to £20 for each 24 hour period (up to a maximum of £340) in respect of reasonable costs incurred by **You** for the necessary hire of skis following:

1. loss or breakage of **Your** skis;
2. the misdirection or delay in transit of **Your** skis for more than 12 hours on **Your** outward journey.

#### What is not covered?

**We** will not pay for the following:

1. loss of or theft of skis which is not reported to the appropriate Police authority within 24 hours of discovery or as soon as possible after that and verified by a Police report;
2. loss or theft of or damage to skis which is not reported to any appropriate authority (specifically for claims arising against carriers and hotels), within 24 hours of discovery or as soon as possible after that

and for which an official report is obtained;

3. loss or theft of or damage to skis shipped as freight or under a bill of lading;
4. skis left unattended in public places (e.g. station, airport, restaurant etc);
5. skis left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
6. any loss or theft of skis from an unattended motor vehicle unless the skis were secured within a purpose built and locked container fastened to the exterior of the vehicle and the loss is verified by a Police report;
7. the **Excess**;
8. see General exclusions.

## 14C.Ski pack

### What is covered?

We will pay up to £25 for each 24 hour period (up to a maximum of £425) for the proportionate value of any unused ski pass, ski hire or tuition fee due to the following:

1. **Your Accident** or sickness;
2. loss or theft of **Your** ski pass.

### What is not covered?

We will not pay for the following:

1. loss or theft of **Your** ski pass which is not reported to the appropriate Police authority within 24 hours of discovery or as soon as possible after that and verified by a Police report;
2. loss or theft of **Your** ski pass which is not reported to any appropriate authority (specifically for claims arising against carriers and hotels), within 24 hours of discovery or as soon as possible after that and for which an official report is obtained;
3. ski pass left unattended in public places (e.g. station, airport, restaurant etc);
4. ski pass left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. costs arising from a pre-existing **Medical Condition** or associated condition;
6. see General exclusions.

## 14D.Piste closure

### What is covered?

We will pay £30 for each 24 hour period (up to a maximum of £300) if **You** are not allowed to ski for a continuous period exceeding 12 hours due to complete closure of all pistes as a result of lack of snowfall, **Excessive** snowfall or bad weather in a pre-booked winter sports resort.

Alternatively, **We** will pay:

- an amount of £30 for each 24 hour period (up to a maximum of £300) for **You** to travel to an alternative site. This Section 14D is only valid for the period December to March inclusive.

### What is not covered?

We will not pay for the following:

1. claims which are not substantiated by a report from the resort management;
2. piste closure which was in existence prior to **Your** arrival in **Your** pre-booked ski resort;
3. see General exclusions.

## 14E.Inability to ski due to accident

### What is covered?

We will pay £15 for each 24 hour period (up to a maximum of £150 in total) when **You** are unable to ski following a skiing **Accident** but are not hospitalised.

### What is not covered?

We will not pay for the following:

1. claims which are not substantiated by a report from a doctor;
2. claims arising from pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of **Your** trip;
3. if **You** are travelling or skiing against the advice of a doctor or for the purpose of having medical treatment on the trip;
4. any costs arising from a pre-existing **Medical Condition** or associated conditions;
5. see General exclusions.

## 14F.Avalanche closure

### What is covered?

We will pay up to £250 for additional reasonable travel and accommodation expenses in the event that **Your** outward or return journey is delayed for at least 12 hours beyond the scheduled departure time as a direct result of an avalanche in **Your** pre-booked ski resort.

### What is not covered?

We will not pay for the following:

1. incidents which are not substantiated by a report from the resort management;
2. see General exclusions.

**Note:** **You** cannot claim under 9. Missed departure or 10. Travel delay for the same delay/disruption as covered by this section.

## How to make a complaint

You have the right to expect the best possible service and support. If we have not delivered the service that you expected or you are concerned with the service provided, we would like the opportunity to put things right.

For complaints in relation to the selling of your policy please contact esure home insurance on 0345 601 7074.

### For complaints about Annual Travel please contact:

Cigna Insurance Services

Customer Relations Department

1 Drake Circus

Plymouth

PL1 1QH

Telephone: 0330 100 7701.

E.mail: customerrelations.plymouth@cignainsurance.co.uk

### What to do if you are still not satisfied

If you are still not satisfied then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within six months of our final response to your complaint. We will remind you of the time limits in the final response.

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of our complaints procedure. However the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

## General conditions which apply to all sections

**You** are advised to take this Policy Booklet and **Your Schedule** with **you** on **Your** trip. **You** will be required to provide these documents as evidence of Insurance if **You** need the service of a hospital or other assistance provider. **You** will also need to be able to quote **Your** policy number when **You** contact **Us**.

At all times **We** will act in good faith in our dealings with **You**. The payment of all claims following events that occur in the period of insurance is dependent on **You** observing the following:

1. taking all possible care to safeguard against **Accident**, injury, loss or damage and to act as if **You** had no insurance cover;
2. giving **Us** full details in writing within 31 days of **Your** discovery of any incident which may result in a claim under this insurance;
3. passing on to **Us** every claim form, writ, summons, legal process or other communication in connection with the claim;
4. providing all necessary information and assistance that **We** may require at **Your** expense (including where necessary medical certification and details of **Your** household insurance);
5. accepting that no alterations and/or additions to the printed terms and conditions of **Your** insurance will be valid unless agreed by **Us**;
6. starting each trip from **Your Home** or place of business in the UK and returning to **Your Home** or place of business in the UK at the end of each trip, within the permitted trip duration and period of cover unless otherwise agreed by **Us** (**We** do not cover any trip where **You** have already left the UK at the time of purchasing this insurance, except where **You** renew an existing annual multi trip policy which falls due for renewal during the trip).

### You recognise, our rights:

1. to make **Your** insurance void where any claim is found to be fraudulent;
2. to share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** have supplied on any application form and other information relating to a claim, may be provided to the register participants;
3. to take over and act in **Your** name the defence or settlement of any claim made under this insurance;
4. to take proceedings in **Your** name but at our expense to recover for our benefit the amount of any payment made under this insurance;
5. to obtain information from **Your** medical records (with **Your** permission) for the purpose of dealing with any medical claims. No personal information will be disclosed to any outside person or organisation without **Your** prior approval;
6. not to pay **You** more than the amounts shown on **Your** Schedule;
7. only to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk and to require details of such other insurance or proof of ownership.

## General exclusions which apply to all sections

This insurance will not pay for any deterioration of or loss or damage to property, or any legal liability, injury, illness, death or expense, directly or indirectly due to, contributed to or caused by:

1. a pre-existing **Medical Condition** or associated condition;
2. terrorism (except under 3. Medical and repatriation expenses & 15. Personal accident), war, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, military or usurped power, riot or civil commotion or revolution or similar event, or if **You** have deliberately put **Yourself** in danger. This exclusion does not apply for claims made under 3. Medical and repatriation expenses;
3. any travel undertaken against Foreign Office advice or where the Foreign Office has deemed it unsafe for **You** to travel;
4. ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear machinery or parts;
5. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
6. confiscation or destruction of property by any Customs, Government or other Authority of any country;
7. any hazardous activities unless expressly covered under this policy;
8. wilfully self-inflicted injury or illness or solvent abuse;
9. **You** being under the influence of drugs (except those prescribed by **Your** registered doctor, but not when prescribed for the treatment of drug addiction);
10. **Your** failure to obtain any required vaccines/inoculations or medications prior to **Your** trip departure;
11. **Your** suicide or attempted suicide or putting yourself at risk unless **You** are attempting to save a human life;
12. any dishonest, malicious or criminal act committed by **You** or any person with whom **You** are in collusion, or insurance arranged in circumstances of which **You** were aware at the time **You** arranged the insurance that were reasonably likely to give rise to a claim;
13. claims, other than under 3. Medical and repatriation expenses and 4. Hospital benefit which arise from, or are in any way connected (whether directly or indirectly) with, or exacerbated by, any actual or anticipated failure of any computer or electronic device, or component or system or embedded programming or software (whether or not belonging to or in the possession of the **Insured Person**);
14. psychiatric disorders, depression, anxiety, stress or phobias;
15. participation in winter sports unless the appropriate premium has been paid and is shown on **Your** Schedule;
16. **You** electing to travel on a trip which exceeds 30 days or, for winter sports 17 days in total.
17. any trip where **You** have already left the UK at the time of purchasing this insurance, except where **You** renew an existing annual multi-trip policy which falls due for renewal during the trip;
18. where **You** were not fit to undertake **Your** trip when booking **Your** trip or purchasing this policy whichever is the later;
19. where there is another insurance policy covering the same risk.
20. **Your** own unlawful action or any criminal proceedings against **You**.
21. any form of alcohol abuse including alcohol withdrawal or **You** drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of **Your** faculties and/or judgement resulting in a claim. **We** do not expect **You** to avoid alcohol on **Your** trip but **We** will not cover any claim arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and you need to make a claim as a result;
22. arising from the unauthorised use of a swimming pool outside the specified times of opening.
23. arising from **You** climbing on top of, or jumping from a vehicle; or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from stairs) regardless of the height, unless **Your** life is in danger or **You** are attempting to save human life;
24. where **You** are not wearing a helmet whilst on a motorcycle, motor scooter or moped;
25. where **You** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

## Important information

Please take time to read the following as it contains important information relating to the details **You** have given or should give to **Us**. **You** should show this notice to anyone insured under **Your** policy.

## Data protection notice

### Introduction

Please make sure that **You** read and understand this Data Protection notice as it explains to **You** what **We** will do with the information that **You** give **us**. If **You** apply for our products and/or services it is highly likely that **We** will need both personal and sensitive data about **Yourself** and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise.

If **Your** application includes other individuals **We** will assume that they have given their consent to **You** for **You** to give their information to **Us**.

### The data controller

The Data Controllers are esure Services Limited and Cigna Insurance Services (Europe) Limited.

### Protection of your personal details

The security of **Your** personal information is very important to **Us** and **We** are compliant with all current data protection legislation. All personal information that **You** supply to **Us** and/or esure Services Ltd either in respect of yourself or other individuals in connection with our products and/or services will be treated in confidence by **Us** or esure Services Ltd and will be held by **Us** or esure Services Ltd for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **You** complete an application form for our products and/or services **You** will be giving **Your** consent to such information being processed by **Us** and/or esure Services Ltd within our Group or our agents.

**Your** personal and sensitive data may also be shared with the underwriter of our insurance products. It may be necessary to pass **Your** personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **Your** personal data, but in all cases **We** will ensure that it is kept securely and only used for the purposes for which it was provided.

### Inaccurate data

If **You** believe that **We** are holding inaccurate information about **You**, please contact **Us** and **We** will be happy to correct any errors.

### Telephone calls

Telephone calls may be monitored and recorded.

### Information on products and services

**We**, esure Services Ltd and our agents worldwide, will hold and use the information **You** have given us to provide the insurance services **You** asked for and for statistical analysis. **Your** information will always be protected by strict security and will only be used by our agents in accordance with our instructions. **You** have the right to ask for a copy of the information **We** and esure Services Ltd hold about **You** in our records. **You** will need to pay a small fee. **You** have the right to ask **Us** and esure Services Ltd to correct any inaccuracies in **Your** information.

## Regulatory status

This policy is administered by Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England and Wales No.04617110. Registered office: Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB. Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. esure Services Ltd and Cigna Insurance Services (Europe) Limited are not part of the same group.

esure Services Ltd registered in England and Wales No. 2135610 has its registered office at The Observatory, Reigate, Surrey, RH2 0SG.

This policy is underwritten by CIGNA Europe Insurance Company S.A.-N.V.

CIGNA Europe Insurance Company S.A.-N.V., is registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenberg 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection.

## Compensation arrangements

CIGNA Europe Insurance Company S.A.-N.V. is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100.

## Cancellation of your annual travel cover

### What you must do

To enable **Us** to cancel **Your** Annual Travel cover, **We** would prefer **You** to phone our Customer Service department in the first instance on 0345 601 7074.

**You** can also cancel by writing to **Us** at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ. **We** will cancel **Your** policy from the date **You** have requested. Unfortunately **We** cannot backdate any cancellation.

When **You** or esure Services Ltd cancel the Annual Travel section of **Your** policy esure Services Ltd will refund **Your** premium as follows:

### Within the 14 day cooling off period

**You** have 14 days to cancel the Annual Travel section of **Your** policy from the date **You** receive **Your** documents, if **You** are a new customer, or from **Your** renewal date if **You** are an existing customer. If **You** do not exercise **Your** right to cancel during the 14 day period, **Your** policy will continue as normal.

esure Services Ltd will refund the premium paid.

### Cancelling your cover after the 14 day cooling off period

If **You** or esure Services Ltd cancel after the first 14 days esure Services Ltd will not refund the balance of **Your** premium relating to the period of which cover has been provided.

### Our right to cancel your policy

esure Services Ltd have the right to cancel **Your** policy at any time by giving **You** seven days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for **You** and will set out the reason for cancellation in the letter. Valid reasons may include but are not limited to:

- Where esure Services Ltd have been unable to collect a premium payment. In this case esure Services Ltd will contact **You** in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to **You** again notifying **you** that payment has not been received and giving **You** seven days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date **Your** policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel **Your** policy with immediate effect and notify **You** in writing that such cancellation has taken place;
- Where **You** are required in accordance with the terms of Annual Travel section of this Policy Booklet to co-operate with **Us**, or send **Us** information or documentation and, **You** fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel **Your** policy if **You** fail to

co-operate with **Us** or provide the required information or documentation by the end of the seven day cancellation notice period;

- Where **We** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our or esure Services Ltd, staff or suppliers.

# Key contact numbers

## Customer Service

**0345 601 7074**

Monday - Friday 8am-8pm, Saturday 9am-5pm,  
Sunday 9am-2pm

For your queries, including payment queries, and to tell us about any changes to your policy.

## Claim Line

**0345 601 7072**

Monday - Friday 8am-8pm, Saturday 9am-4pm

To tell us about any incident which may give rise to a claim, or if you wish to discuss an existing claim.

## Out of hours claim notification line

**0345 601 7072**

To tell us about any incident which may give rise to a claim.

## 24-hour legal advice

**0345 601 7070**

For free confidential legal advice on personal legal issues.

### To use optional extras, if you've bought them (see your Schedule)

**24-hour Family Legal Protection**

**0345 601 7070**

**24-hour Home Emergency cover**

**0345 601 7624**

**24-hour Pest cover**

**0345 601 7073**

**24-hour Annual Travel cover -medical emergency**

**+44 (0)208 763 4902**

**Travel Claim line (Monday - Friday 8am-6pm)**

**0345 601 6194**

If you have a hearing or speech impairment, you can also contact us by Tynetalk or specialised text phone. To contact us by specialised text phone simply call **0345 850 3217** for sales and customer service and **0345 850 3218** for home claims.

Calls may be monitored and recorded for security and service quality.

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You could **save money** by switching to esure car and esure pet insurance

Buy online anytime at **esure.com** or **call us now** on:

**Car Insurance**  
**0800 434 6095**

**Pet Insurance**  
**0800 434 6124**