

esure[®]

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 045 8000 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 045 8000.

If You have a hearing or speech impairment, You can also contact Us by Tyeptalk. To contact Us by Tyeptalk, simply prefix the number 18001 to any of our numbers.

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.

Information about your contracts

You will enter into two separate contracts when **You** take out an insurance **Policy** through esure. The first contract is with esure Services Limited for arranging and administering **Your** insurance **Policy**, who shall charge **You** arrangement and **Administration Fees** for providing this service. Further details can be found in **Your** Agreement with esure Services Limited.

The second contract is with esure Insurance Limited, for providing **Your** insurance who shall charge **You** a separate premium inclusive of insurance premium tax. Their **Terms** and conditions are set out in this document and **Your** statement of insurance, and **Schedule**. The new business arrangement and **Administration Fees** and insurer premium will form the cost of the insurance.

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

This Privacy Notice will help you understand how we collect, use and protect your personal information. You should also show this notice to anyone who may be insured under your policy. If you have any queries about this Privacy Notice or how we process your personal information, please contact the Data Protection Officer by email: dpo@esure.com or by post: Data Protection Officer, esure, The Observatory, Reigate, RH2 0SG.

Who we are

The organisation responsible for the processing of your personal information is esure Services Limited of The Observatory, Reigate, RH2 0SG. This means that we are a 'data controller' under the Data Protection Act 1998 (and, once in force, to the General Data Protection Regulation (also known as the GDPR)). Our registration number with the Information Commissioner's Office is Z4976665.

What information we collect about you

The personal data you have provided, we have collected from you, or we have received from third parties includes:

- name and address and address history, date of birth and gender
- contact details, including telephone numbers and email address
- financial information, including credit/debit card details (although we do not retain complete payment card information)
- details about your family and dependents (e.g. your marital status and number of children)
- information about your lifestyle and living circumstances (e.g. your employment details and home ownership)
- identifiers assigned to your computer or other devices, including your Internet Protocol (IP) address

- health details and medical history
- when you contact us through any digital channel we will inform you of the methods used by each of those channels at point of entry and at any point where we capture personal information. The information we collect includes IP addresses and is used for fraud prevention and to improve customer experience.

How we collect information about you

Most of the personal information we hold about you is that which we collect directly from you, for example:

- each time you ask us for an insurance quote
- when you purchase our products or services
- when you register to receive information from us
- when you register a claim and discuss that claim with us as it progresses
- each time you interact with us, respond to communications or surveys, or enter competitions
- when you make enquiries or raise concerns with our customer service team.

In order to understand more about you and provide you with an appropriate insurance quote and cover, and to improve our marketing interaction, we also supplement and combine the personal information that we collect from you with other categories of data obtained from other sources, such as indicated below:

- Credit and claims history data, such as bankruptcy records and any county court judgments made against you (which are publicly accessible) and information as to the number of credit searches that have been made about you and your individual claims history (which we may receive from companies such as Experian Limited)
- Device identification and fraud detection data, which we may receive from companies having passed them your device details (in order to check whether the device you are using to contact us has been used before for fraudulent purposes) or your new claims data (in order to assess the risk to our business of your bringing a fraudulent claim)
- Data about your home and local area, including census data about the average household size, home ownership, employment statistics, and demographics of your area, and police crime and accident statistics (which are publicly accessible)
- Electoral register data that confirms your identity and address (which is publicly accessible)
- Data as to the likelihood of storms and floods in your area, and soil data (which we may receive from companies such as Experian Limited).

What we use your information for and the legal bases for processing

We may store and use your personal information for the purposes of:

- administering your insurance quotes and policies (as is necessary for performance of a contract between you and us and/or as is necessary for our legitimate interests);
- carrying out anti-fraud and anti-money laundering checks and verifying your identity (as is necessary for compliance with our legal obligations and/or as is necessary for our legitimate interests);
- assessing financial and insurance risks, including by carrying out credit reference checks and credit scoring assessments, and calculating your premiums (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- providing you with insurance cover and related services (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests)
- using your payment details to process payments relating to your policies, including fees, premiums, renewals of cover, mid-term changes to your policy, and refunds (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- sending you information about how to renew your insurance cover (as is necessary for compliance with our legal obligations);
- handling insurance claims, including by carrying out checks on claims related databases (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- communicating with you about your quotes, policies, and claims, including responding to your enquiries

(as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);

- administering debt recoveries, where you owe us money under a contract or otherwise (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- undertaking market research and statistical analysis, including analysing your use of our website. This allows us to underwrite and price your insurance policy, and to develop new, or improve existing, products and services (as is necessary for our legitimate interests); and
- fulfilling our obligations owed to a relevant regulator, tax authority or revenue service (as is necessary for compliance with our legal obligations and/or as is necessary for our legitimate interests).

Our 'legitimate interests' as referred to above (and below) include our legitimate business purposes and commercial interests in operating our business in a customer-focused, efficient and sustainable manner, in accordance with all applicable legal and regulatory requirements.

Using your personal data for marketing

We will send you marketing about similar products and services by post, telephone, email, SMS and through digital channels. Digital channels includes social media and similar such digital marketing channels. We may upload and match the personal data you provide to us with the data you provide to social media and similar such digital marketing channels. This allows us to improve our knowledge of you and, in return, serve you with relevant marketing messages.

You can object to receiving marketing from us at any time. Please provide your details via the following online form: www.esure.com/unsubscribe; follow the unsubscribe link in our marketing emails or SMS; or send us your name, address and date of birth via email to unsubscribe@esure.com or by post to: Data Protection Officer, esure, The Observatory, Reigate, RH2 OSG.

We consider that it is within our legitimate interests to send you information about our products and services for marketing purposes.

Using your data for fraud prevention

Before we provide you with our products and services, we use your personal data to conduct checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you. We may also share your details with fraud prevention and law enforcement agencies. Please see "Other data controllers" for details of the agencies we share your data with. We, and fraud prevention agencies, will use this information to prevent fraud and money laundering, and to verify your identity. We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

When we and fraud prevention agencies process your personal data, we do so on the basis that we have a legitimate interest to process your data in such way, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the services or financing you have requested.

Automated decisions and profiling

We use the personal data you provide to us, information about you provided by third parties (please see "How we collect information about you" for further details), and aggregated data of other individuals who match your risk profile, to enable us to evaluate and predict your behaviour when asking for a quote or processing a claim.

We use algorithms to check any claims, fraud, credit history, data about your local area and the home you wish to have insured; and whether your conduct accessing our products or services suggests a risk of fraud. You may automatically be considered to pose a fraud or money laundering risk if our processing of your personal data reveals your behaviour to be consistent with that of known fraudsters or money launderers; or inconsistent with your previous submissions; or you appear to have deliberately hidden your true identity. This activity is essential to allow us to decide whether to offer you a quote, the appropriate insurance premium to offer you, and whether there is a risk of fraud. These decisions may be made by entirely automated means (that is, without human intervention) and through profiling. As with all insurers, where we are taking on more risk in terms of the likelihood of damage to your home and the cost of fixing, replacing it

or dealing with third party claims and/or there is a higher risk of our being defrauded, we will charge a higher insurance premium, and in some circumstances may refuse to offer you a quote or continue to provide services.

We consider that, to the extent our decisions based solely on automated processing produce legal or similarly significant effects for you, those decisions are necessary for entering into, or performance of, our contract of insurance with you. However, you have the right to contact us to express your point of view (including providing any additional information that you want us to consider) and to contest such decisions. A member of our team will then re-consider it. If you wish to exercise these rights, please contact us by emailing: dpo@esure.com or by post: Data Protection Officer, esure, The Observatory, Reigate, RH2 0SG.

Consequences of processing

If we, or a fraud prevention agency, determine that you pose a risk of fraud or money laundering, we may refuse to provide the products, services and financing you have requested. We may also stop providing existing services to you. A record of any fraud or money laundering risk will be retained by us and the fraud prevention agencies. It may also result in others refusing to provide products, services, financing or employment to you. If you have any questions about our processing of your data for fraud purposes, please contact our Data Protection Officer at the details provided above.

Who we share your data with

Where relevant given the nature of the products and services provided to you, we may also share your information with the following categories of third parties:

- insurance underwriters and others who are involved with the provision of insurance services to you alongside us (as is necessary for the performance of a contract between you and us);
- third party service providers who we instruct for the purposes of handling claims, including repairers, surveyors, loss adjusters, car hire companies, solicitors, third parties involved in the claim, other insurers, medical agencies (as is necessary for the performance of a contract between you and us);
- third party data suppliers, as explained under "How we collect information about you" (as is necessary for our legitimate interests);
- third party service providers who support the operation of our business, such as IT and marketing suppliers, financial service providers, and debt collection agencies (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- the operators of claims related databases (as is necessary for the performance of a contract between you and us and/or as is necessary for our legitimate interests);
- fraud prevention agencies and associations, (as is necessary for compliance with our legal obligations and/or as is necessary for our legitimate interests);
- regulators and law enforcement agencies, including the police, the Financial Conduct Authority, HM Revenue and Customs or any other relevant authority who may have jurisdiction (as is necessary for compliance with our legal obligations).

Other data controllers

If you benefit from the following products and services, we will share your personal data with the following companies (as applicable) and these companies may also act as data controllers with respect to the data you provide to us.

Product	Data Controllers	ICO Registration number	Purpose
Home Insurance	esure Insurance Limited	Z4905270	Insurance underwriters
Home Emergency	AXA Assistance (UK) Limited	Z5774515	Insurance administrators
	InterPartner Assistance SA (IPA)	Belgian Company	Insurance underwriters
	DAS Legal Expenses Insurance Company Limited	Z5929870	Insurance underwriters
Pest Cover	AXA Assistance (UK) Limited	Z5774515	Insurance administrators
	InterPartner Assistance SA (IPA)	Belgian Company	Insurance underwriters
	DAS Legal Expenses Insurance Company Limited	Z5929870	Insurance underwriters
Family Legal Protection	Arc Legal Assistance Limited	Z7744907	Insurance administrators
	AmTrust Europe Limited	Z6106257	Insurance underwriters
	DAS Legal Expenses Insurance Company Limited	Z5929870	Insurance underwriters
Travel additional services	Hood Travel Limited	ZA010163	Insurance intermediary
	AWP P&C SA	Spanish Company	Insurance administrators
	AWP Assistance UK Ltd	Z5499530	Insurance underwriters
	Cigna Insurance Services (Europe) Limited	Z7997151	Insurance underwriters

As explained under "Using your data for fraud prevention", the personal data you have provided, we have collected from you, or we have received from third parties, may be shared with fraud prevention agencies. Please contact our Data Protection Officer if you would like details of the agencies we share your data with.

If you are involved in a claim, we may share your data with our panel of reinsurers and solicitors. As these often change, please contact our Data Protection Officer if you would like details of our current panel.

Processing outside of the European Economic Area (EEA)

The personal information that we collect from you, and which is shared with some fraud prevention agencies, may be transferred to and processed in a destination outside of the EEA. It may also be processed by staff operating outside the EEA who work for one of our suppliers. In these circumstances, your personal information will only be transferred on one of the following bases:

- the country that we send the data is approved by the European Commission as providing an adequate level of protection for personal information; or
- the recipient has agreed with us standard contractual clauses approved by the European Commission, obliging the recipient to safeguard the personal information (in particular, our transfer of personal information to suppliers in India and the United States for marketing, IT development and IT testing purposes are protected in each case by the use of appropriate model clauses); or
- there exists another situation where the transfer is permitted under applicable data protection legislation (for example, where a third party recipient of personal data in the United States has registered for the EU-US Privacy Shield).

To find out more about how your personal information is protected when it is transferred outside the EEA (and if you wish to obtain a copy of the appropriate and suitable safeguards), please contact our Data Protection Officer using the details above.

How long your information is kept

We will retain your personal information for a number of purposes, as necessary to allow us to carry out our business. Your information will be kept for up to 7 years on our main systems after which time it will be archived, deleted or anonymised. Some of the archived information may be retained for up to 50 years for the purposes of processing of your existing or future claims. Records created for fraud prevention purposes will be deleted 7 years after creation. Fraud prevention agencies can hold your personal data for different periods of time, depending on how that data is being used. If you are considered to pose a risk of fraud or of money laundering, your data can be held by fraud prevention agencies for up to 6 years from its receipt by them. Please contact them for more information. Any retention of personal data will be done in compliance with legal and regulatory obligations and with industry standards. These data retention periods are subject to change without further notice as a result of changes to associated law or regulations. If you have any questions in relation to the retention of your personal data, please contact our Data Protection Officer at the details provided above.

Your rights

Under the Data Protection Act 1998 you have the following rights:

- to obtain access to, and copies of, the personal information that we hold about you;
- to require that we cease processing your personal information if the processing is causing you damage or distress; and
- to require us not to send you marketing communications.

Once the GDPR comes into force on 25 May 2018, you will also have the following rights:

- to require us to erase your personal information;
- to require us to restrict or object to our data processing activities;
- to receive from us the personal information we hold about you which you have provided to us, in a reasonable format specified by you, including for the purpose of you transmitting that personal information to another data controller; and
- to require us to correct the personal information we hold about you if it is incorrect.

Please note that these rights may be limited by data protection legislation, and we may be entitled to refuse requests where exceptions apply.

If you are not satisfied with how we are processing your personal information, you can make a complaint to the Information Commissioner.

You can find out more about your rights under data protection legislation from the Information Commissioner's Office website: www.ico.org.uk.

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 UK (IPA)) and/or Annual Travel Insurance administered in the UK by AWP Assistance UK Ltd trading as Allianz Global Assistance and underwritten by AWP P&C SA. Section 16 is underwritten by certain underwriters at Lloyd's and provided by International Passenger Protection 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 AWP P&C SA.

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 <https://register.fsa.gov.uk/> 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 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 as 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** 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**.

Administration Fee

The amount esure Services Limited charge if **You** change **Your Policy**. Further details can be found in Your Agreement with esure Services Limited.

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**.

Cancellation Fee

The amount esure Services Limited charge if **You** cancel **Your Policy**. Further details can be found in Your Agreement with esure Services Limited.

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, stables, 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), any electrically assisted pedal cycle that is not legally required to be registered, taxed or insured, 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 is £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, carpets or domestic kitchen appliances.

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:

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.

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

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, stables, 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**
- 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 in **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 the outlet pipe from the septic tank
- 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** pets that permanently live in **Your House**
- 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 the regulations were not adhered to at the time of construction but should have been
- 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.

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.

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**
- loss or damage as a result of **Storm/Flood** or **Subsidence/Heave**
- 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 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** pets that permanently live in **Your House**
- 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 they do 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. Any incident happening outside the **United Kingdom**
5. Liability which arises because **You** or **Your Household** own, possess or use the following:
 - animals, except domestic dogs (other than dogs referred to in the Dangerous Dogs Act 1991 or any amending legislation)
 - horses, unless for recreational use
 - firearms except for shotguns or air guns which **You** or **Your Household** can legally own without possessing a firearms certificate.
6. 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.
7. Liability which arises through **You** or any member of **Your Household** passing on any contagious diseases or virus
 8. Liability arising from a contract or agreement unless the liability would have existed without that contract or agreement
 9. Liability which arises from deliberate or malicious acts
 10. 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
 11. Liability arising out of professional services or advice which **You** or any member of **Your Household** may provide
 12. 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
- 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
- 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

You can find Your current level of no claim discount applied to Your existing cover in Your Schedule.

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. Your premium may still increase at renewal if you've made a claim, due to other rating factors which may apply. At renewal, depending on the number of claims or incidents recorded on Your Policy, We may be unable to offer You a renewal quote.

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 as a result of wet rot or dry rot, or loss 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.

Please tell **Us** about changes to any of the following:

- If **You** change address
- Changes to the **Sum Insured** or **Specified Items**
- Changes to the number of **Bedrooms**
- If the **Home** is going to be let
- If the **Home** will be used for any business or commercial use
- If anyone other than **Your Household** will be living at the **Home**
- If the **Home** will be **Unoccupied** or **Unfurnished** for 30 days or more
- If the **Home** will be used as a holiday home
- If anyone living at the property receives any convictions.

Once you tell **Us** about any changes to the above **We** will advise you if **We** can continue the policy and if there will be any change to the **Policy** terms and/or premium.

If **You** deliberately provide **Us** with inaccurate or misleading information, or do not take care that the information provided is accurate and not misleading, this could lead to **You** being uninsured, **Your Policy** cancelled, or a claim rejected or reduced. 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:

- i) 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
- ii) 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**);
- iii) 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 Agreement with esure Services Limited.

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 045 8000.

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 installments, **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 detailed in Your Agreement with esure Services Limited.

Complaints procedure

We always aim to get things right first time for **Our** customers although **We** know that sometimes **You** will feel this hasn't happened. **We** want to hear about this so **We** have an opportunity to put things right for **You**. If **You** need to complain **We** are committed to having an accessible process where **We** will always try to resolve things speedily and at the earliest possible stage.

The majority of problems can be put right with just one phone call so please follow the steps below:

Step One

If it's about **Your** claim please call **Us** on:
0345 601 7076

If it's about anything else then call **Us** on:
0345 045 8000

Every effort will be made to sort things out for **You** within 3 days. Once we've resolved **Your** complaint **We** will send **You** an email or letter just to confirm you're happy with what's been agreed – this is a Summary Resolution Communication. This will tell **You** about the complaints service **We** offer and how the Financial Ombudsman Service can help, should **You** need it.

Step Two

When a complaint can't be resolved quickly or **You** aren't happy with the initial resolution **Our** Customer Relations team are here to help **You**. 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'll contact **You** to tell **You** who will own **Your** complaint and how long **You** can expect to wait for a decision. We will write to **You** with **Our** view – this is known as a 'final decision' letter.

The email address is 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're an independent body that arbitrate 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 agree to the Ombudsman considering **Your** complaint even if **You** refer the complaint outside the time limits.

Their website has a great deal of useful information www.financial-ombudsman.org.uk

You can contact them on;

Tel: 0300 1239 123 or 0800 0234 567

Email: complaint.info@financial-ombudsman.org.uk

Address:
The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

You can also register a complaint about an online purchase with the European Union's Online Dispute Resolution platform (or ODR). Their website is <http://ec.europa.eu/consumers/odr/>. The ODR will pass **Your** complaint to the Financial Ombudsman Service.

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 UK (IPA).

Annual Travel Insurance is administered in the UK by AWP Assistance UK Ltd trading as Allianz Global Assistance and underwritten by AWP P&C SA. Section 16 is underwritten by certain underwriters at Lloyd's and provided by International Passenger Protection Limited.

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. 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.

Data Protection Legislation

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Incident**, that being:

- (i) before 25 May 2018, the Data Protection Act 1998; and
- (ii) from 25 May 2018 onwards, the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

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: £Nil.

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

- 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
- 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

- Where the breach of contract occurred before **You** purchased this insurance
- Involving a vehicle owned by **You** or which **You** are legally responsible for
- 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
- 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

- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- 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

- Arising from a road traffic accident where **You** were driving a motor vehicle
- Arising from medical or clinical treatment, advice, assistance or care
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- For illness, personal injury or death caused gradually and not caused by a specific sudden event
- 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
- 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:-

- nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home
- 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

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- For adverse possession
- In respect of a contract **You** have entered into
- 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
- Relating to the enforcement of a covenant by or against **You**
- 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
- Directly or indirectly arising from:
 - 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. School Admission Disputes

What is covered?

Standard Advisers' Costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy which leads to **Your** child or children being refused entry at the state school of **Your** choice.

What is not covered?

Claims

- a) Arising where examinations or other selection criteria are part of the acceptance process
- b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to
- c) Where the child has been suspended, expelled or permanently excluded from another school.

7. 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.

8. Jury service and court attendance

What is covered?

- a) **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.
- b) **We** will pay the fees of a registered childminder while **You** are attending jury service, up to a maximum of eight hours per day.

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 045 8000.

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 Legislation.

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

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

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 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 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.

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 UK (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 UK 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

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 UK, 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 045 8000.

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;
- Misled **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 UK,
 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

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
Website: 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, 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 on the compensation levels and limits.

Data protection

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, providing home emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your home emergency, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing 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; and
- e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in

relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk alternatively, a hard copy is available from us on request.

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 UK (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 UK 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

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 UK, 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) 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;

- 5) Cost of Trace and Access to locate the source of the **Emergency**;
- 6) The removal of asbestos;
- 7) Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as Trace and Access;
- 8) **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition;
- 9) 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**;
- 10) **We** will not cover 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 ex 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;
- 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 045 8000.

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;
- Misled **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 UK,
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

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
Website: 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, 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.

Data protection

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, providing home emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- use of sensitive information about the health or vulnerability of you or others involved in your home emergency, in order to provide the services described in this policy, By using our services, you consent to us using such information for these purposes,
- disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- obtaining and storing 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; and
- sending you feedback requests or surveys relating to our services, and other customer care communications.

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk alternatively, a hard copy is available from us on request.

Annual Travel Insurance

Summary of Travel Insurance cover

The following is only a summary of the main Travel Insurance cover limits. You should read the rest of this Policy for the full terms and conditions.

Cover	Benefit Limit (Up To)	Excess
1. Cancellation or curtailment	£5,000	£50
2. Emergency medical and associated expenses <ul style="list-style-type: none"> In-patient benefit Transport and accommodation Dental Funeral expenses Ashes/remains Excursions Expenses within Home country 	£15 million £25/day, max £1,500 Reasonable costs £500 £4,500 £7,000 £150 £10,000	£50 Nil £50 £50 £50 £50 £50
3. Loss of travel documents	£200	Nil
4. Delayed personal possessions	£500 (£100/12 hrs)	Nil
5. Personal possessions <ul style="list-style-type: none"> Single item, pair or set Valuables limit Tobacco, alcohol, fragrances limit 	£2,000 £500 £500 £50	£50
6. Personal money <ul style="list-style-type: none"> Cash limit (age 18 or over) Cash limit (age 17 or under) 	£500 £300 £75	£50
7. Personal accident <ul style="list-style-type: none"> Death (age 18-65 inclusive) Death (age 17 or under) Death (age 66 or over) Permanent loss Physical disablement (age 65 or under) Physical disablement (age 66 or over) 	£30,000 £5,000 £2,500 £30,000 £30,000 No cover	Nil
8. Missed departure	£800	£50
9. Delayed departure <ul style="list-style-type: none"> Delay Abandonment 	£300 (£30/12 hrs) £5,000 (after 24 hrs)	Nil £50
10. Personal liability	£2 million	£50

Cover	Benefit Limit (Up To)	Excess
11. Legal expenses	£50,000	£50
12. Pet care	£500 (£50/24 hrs)	Nil
13. Hijack and mugging cover <ul style="list-style-type: none"> Hijack Mugging 	£1,500 (£150/24 hrs) £1,000	Nil Nil
14. Catastrophe cover	£5,000	Nil
15. Withdrawal of services	£150 (£30/24 hrs)	Nil
16. Financial failure cover <ul style="list-style-type: none"> Scheduled airline End supplier 	£3,000 £3,000	Nil Nil
17 Winter sports cover <ul style="list-style-type: none"> Ski pack Delayed ski equipment Ski equipment (own) (single item limit) Ski equipment (hired) Piste closure Avalanche Continued physiotherapy Inability to ski due to an accident 	£20/day, max £400 £20/day, max £400 £750 (£500) £500 £20/day, max £400 £20/day, max £400 £350 £15/day max £150	Nil Nil £50 £50 Nil Nil Nil Nil

Notes

Journey limits: 45 days or less per trip only. There is absolutely no cover offered by this Policy whatsoever for trips which are longer than this limit per trip. This would include not insuring You for any part of a trip that is longer than this limit in duration.

Important information

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.

Your Policy schedule shows the sections of the Policy **You** have chosen and any special terms or conditions that may apply.

Your Policy does not cover everything. **You** should read this Policy carefully to make sure it provides the cover **You** need. If there is anything **You** do not understand, **You** should call esure Customer Service on 0345 045 8000.

Insurer

Sections 1-15 and 17 of **Your** esure Travel Insurance Policy are underwritten by AWP P&C SA and are administered in the UK by Allianz Global Assistance. Section 16 is underwritten by certain underwriters at Lloyd's and provided by International Passenger Protection Limited.

How Your Policy works

Your Policy and Policy schedule is a contract between **You** and **Us**. **We** will pay for any claim **You** make which is covered by this Policy and happens during the **Period of insurance**. Unless specifically mentioned, the benefits and exclusions within each section apply to each **person insured**.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the Policy document.

Information You need to tell Us

There is certain information that **We** need to know as it may affect the terms of the insurance cover **We** can offer **You**.

You must, to the best of **Your** knowledge, give accurate answers to the questions **We** ask when **You** buy **Your** esure Travel Insurance Policy. If **You** do not answer the questions truthfully it could result in **Your** Policy being invalid and could mean that all or part of a claim may not be paid.

If **You** think **You** may have given **Us** any incorrect answers, or if **You** want any help, please contact esure Customer Service on 0345 045 8000 as soon as possible and **We** will be able to tell **You** if **We** can still offer **You** cover.

Cancellation rights

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 045 8000. **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 staff or suppliers.

Policy excess

Under some sections of **Your** Policy, **You** will have to pay an **Excess**. This means **You** are responsible for paying the first part of the claim. 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.

Data protection

How we use your personal data

We use your personal data for the purposes of providing you with insurance, handling claims and any other related purposes. We also use your personal data to provide you with information, products or services that you request from us. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

We collect and process your personal data in line with all relevant Data Protection legislation. Under such legislation, the Data Controller of this policy is esure Services Limited or the Insurer dependent on the specific purpose of the processing.

When the terms 'We', 'Our' or 'Us' are used in this section, it will also include the Insurer, Hood Travel Limited and esure Services Limited.

Sharing your data

All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will only share your information if it is required or permitted by law, authorised by you, to prevent fraud, with industry governing bodies, regulators or with third parties who perform services on our behalf in administering your policy.

In some circumstances, such as medical emergencies, we may need to transfer your personal data outside the European Union ("EU"). Where we transfer your personal data outside of the EU, we will ensure that it is treated securely and in accordance with all Data Protection legislation.

Your Rights

You have the right to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection

authority. The above rights apply whether we hold your personal data on paper or in electronic format. Your data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

Further Information

If you would like to exercise any of your Rights in relation to Data Protection legislation, please contact: Data Protection Officer, esure, The Observatory, Reigate, RH2 0SG or by Email at: dpo@esure.com

For any queries in relation to Sections 1-15 and 17 please write to: Allianz Global Assistance, 102 George Street, Croydon, CR9 6HD.

For any queries in relation to Section 16 please write to: International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR.

For the sale and administration of Your Policy please write to: esure, Customer Service, The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

Financial Services Compensation Scheme (FSCS)

For **Your** added protection, the **Insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, call 0800 678 1100 or 020 7741 4100, or visit their Website www.fscs.org.uk.

Governing law

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this Policy will be in English. In the event of a dispute concerning this Policy the English courts shall have exclusive jurisdiction.

Contracts (Rights of Third Parties) Act 1999

We, the **Insurer** and **You** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Definition of words

When the following words and phrases appear in the Policy document or Policy schedule, they have the meanings given below. These words are highlighted by the use of bold print.

Accident

An unexpected event caused by something external and visible, which results in physical bodily injury, leading to total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, within a year of the incident.

Appointed adviser

The solicitor or appropriately qualified person, firm or company, including **Us**, who is chosen to act for **You** in **Your** claim for compensation.

Area of cover

Worldwide (including USA, Canada, Caribbean).

Any Worldwide country.

Note

You will not be covered if **You** travel to a country where the Foreign & Commonwealth Office has advised against all travel or all but essential travel. For further details visit gov.uk/foreign-travel-advice.

Business associate

Any person in **Your Home** country that **You** work closely with, whose absence from work means that the director of **Your** business needs **You** to cancel or curtail **Your Journey**.

Business equipment

Mobile phones, smart phones, laptops, tablets, demonstration or sample goods, documents, records or other equipment owned by **Your** employer (or **You** if **You** are self-employed), Used solely for carrying out **Your** business duties.

Business money

Cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets, all held for business purposes.

Channel Islands

Jersey, Guernsey, Alderney, Sark and Herm.

Departure point

The airport, international train station or port where **Your** outward journey to **Your** destination begins, and where **Your** final **Journey** back **Home** begins (including any connecting transport **You** take later).

Doctor

A legally qualified doctor holding the necessary certification in the country in which they are currently practising, other than **You** or a **Relative**.

Economic sanction(s)

Any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or **UK**. These may change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freezing the assets of a government, the corporate entities and residents of a sanctioned country, or freezing the assets of specific individuals or corporate entities.

End supplier

The company that owns and operates the following services: scheduled airline, hotel, train operator including Eurostar, car ferries, villas abroad and cottages in the **UK**, coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris, excursions, Eurotunnel, theme parks or attractions.

Excess

Under some sections of **Your** Policy, **You** will have to pay an excess. This means **You** are responsible for paying the first part of the claim. 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.

Family

Two adults that live together and up to six of their children (including foster children, adopted children and grandchildren) aged 17 and under, if in full time education or living with the two adults. Each adult can travel independently, however, all insured children must travel with at least one of the insured adults.

Financial failure

The scheduled airline or **End supplier** becoming insolvent or having an administrator appointed and being unable to provide agreed services.

Home

Your usual place of residence in the **UK**, the **Channel Islands** or the Isle of Man.

Insurer

- For sections 1-15 and 17
AWP P&C SA.
- For section 16

Certain underwriters at Lloyd's, provided by International Passenger Protection Limited.

Journey

A trip that takes place during the **period of insurance** which begins when **You** leave **Home** and ends when **You** get back **Home** or to a hospital or nursing **Home** in **Your Home** country, whichever is earlier.

- **You** will only be covered if **You** are aged 69 or under at the start date of **Your** Policy.
- cover is for short trips of 45 days or less per trip only. There is absolutely no cover offered by this Policy whatsoever for trips which are longer than this limit per trip. This would include not insuring **You** for any part of a trip that is longer than this limit.
- trips within **Your Home** country must be for at least two nights and have:
 - pre-booked transport or accommodation; or
 - be more than 25 miles from **Your Home** (unless it involves a sea crossing).

You will be covered for taking part in the activities listed as 'Winter Sports Option' for up to 17 days in total during the **Period of insurance** when the premium has been paid for this cover.

Legal action

Work carried out to support a claim that **We** have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by **You**:

- to the European Court of Justice, European Court of Human Rights or similar International body; or
- to enforce a judgment or legally binding decision.

Legal costs

Fees, costs and expenses (including Value Added Tax or equivalent local goods and services tax) which **We** agree to pay for **You** in connection with **Legal action**. Also, any costs which **You** are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs **We** agree to pay.

Natural catastrophe

An event caused by natural forces for example avalanche, earthquake, fire, flood, hurricane, landslide, lightning, severe storm, tsunami or volcanic eruption.

Pair or set

A number of items of **Personal Possessions** (not including **Ski equipment**) that belong together or can be used together.

Period of insurance

- For sections 1-15 and 17
Cancellation cover begins on the start date shown on **Your** Policy schedule or the date **You** booked **Your Journey**, whichever is the later and ends at the beginning of **Your Journey**. The cover for all other sections starts at the beginning of **Your Journey** and finishes at the end of **Your Journey**.
All cover ends on the expiry date shown on **Your** Policy schedule, unless **You** cannot finish **Your Journey** as planned because of death, injury or illness or there is a delay to the **Public transport** system that cannot be avoided. In these circumstances **We** will extend cover free of charge until **You** can reasonably finish that **Journey**.

Personal money

Cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets, all held for private and not business purposes.

Personal possessions

Each of **Your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **You** (including **Your Valuables**).

Public transport

Any publicly licensed aircraft, sea vessel, train or coach on which **You** are booked to travel.

Redundancy

Loss of permanent paid employment (except voluntary **Redundancy**), after a continuous working period of two years with the same employer if **You** are aged 18 and over or 65 and under.

Relative

Your mother (in-law), father (in-law), step parent (in-law), sister (in-law), brother (in-law), wife, husband, son (in-law), daughter (in-law), step child, foster child, grandparent, grandchild, uncle, aunt, nephew, niece, cousin, partner (including common law and civil partnerships) or fiancé(e).

Resident

A person who has their main home and is registered with a **Doctor** in the **UK**, the **Channel Islands** or the Isle of Man and has not spent more than six months abroad during the year before the Policy was issued.

Ski equipment

Skis, poles, boots, bindings, snowboards or ice skates.

Ski pack

Hired **Ski equipment**, ski school fees and lift passes.

Travel documents

Your passport, travel tickets, green card, driving licence, business documents and records.

Travelling companion

Any person that has booked to travel with **You** on **Your journey**.

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland.

Valuables

Jewellery, watches, items made of or containing precious metals or semi/precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), MP3 players, PDAs, electronic games, TVs and CDs, mini discs, DVDs, cartridges, video and audio tapes.

We, our, Us

- For sections 1-15 and 17
Allianz Global Assistance which administers the insurance on behalf of the **Insurer**.
- For section 16
International Passenger Protection Limited who provide the insurance on behalf of the **Insurer** of this section.

Winter sports

An activity that is listed as 'Winter sports option' in the Adventurous/Winter sports activities section. **You** are only covered while taking part in these activities if the appropriate additional premium has been paid.

You, Your, person insured

The esure Home insurance Policyholder and their Family permanently living with them.

24 hour emergency medical assistance

Please tell Us immediately about any serious illness, injury or accident abroad where You have to go into hospital or You may have to return Home early or extend Your Journey because of any illness or injury. You must also tell Us if Your medical expenses are over £500. If You are unable to do this because the condition is life, limb, sight or organ threatening, You should contact Us as soon as You can.

If You are claiming for a minor illness or Accident You should, where possible, pay the costs and reclaim the money from Us when You return. You can call 24 hours a day 365 days a year or email.

Phone: UK +44 (0)20 8603 9961

Fax: UK +44 (0)20 8603 0204

Email: medical@allianz-assistance.co.uk

Call charges may vary. Calls may be monitored and recorded

Please give Us Your age and Your Policy number. Say that You are insured with esure Travel Insurance.

Below are some of the ways the 24-hour emergency medical assistance service can help.

Confirmation of payment

We will contact hospitals or Doctors abroad and guarantee to pay their fees, providing You have a valid claim.

Repatriation

If Our medical advisers think it would be in Your medical interests to bring You back to Your Home or to a hospital or nursing home in Your Home country, You will normally be transferred by regular airline or road ambulance. Where medically necessary in very serious or urgent cases, We will use an air ambulance. We will consult the treating Doctor and Our medical advisers first. If You need to go Home early, the treating Doctor must provide a certificate confirming that You are fit to travel. Without this the airline can refuse to carry any sick or injured person.

You can contact Us at any time, day or night. You will be answered by one of Our experienced assistance co-ordinators who You should give all relevant information to. Please make sure You have details of Your Policy before You phone.

Reciprocal health arrangements

European Health Insurance Card (EHIC)

- The EHIC entitles You to reduced-cost, sometimes free, medical treatment that becomes necessary while You are in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway.
- The card gives access to state-provided medical treatment only. Remember, this might not cover all the things You would expect to get free of charge from the NHS in the UK. You may have to make a contribution to the cost of Your care.
- You may apply for an EHIC online at www.dh.gov.uk/travellers or by calling 0300 330 1350. Application forms are also available from the Post Office.

Note

The EHIC does not cover the cost of medical treatment in a private hospital or clinic, the additional cost of returning to Your Home country or for a Relative to stay or fly out to be with You. In a medical emergency You may have no control over the hospital You are taken to and the closest hospital may be private.

Australia

- If You are travelling to Australia You can enrol in Medicare which will entitle You to subsidised hospital treatments and medicines. You can do this by contacting a local Medicare office in Australia.
- All claims for refunds under the Medicare scheme must be made before You leave Australia. For more information on Medicare visit: www.medicareaustralia.gov.au or email: medicare@medicareaustralia.gov.au.

If You make use of these arrangements or any other worldwide reciprocal health arrangement which reduces Your medical expenses, You will not have to pay an Excess.

Health declaration and health exclusions

These apply to the Cancellation or curtailment charges, Emergency medical and associated expenses and Personal accident sections.

It is very important that You read the following and if necessary declare any existing medical conditions to Us.

Exclusions relating to Your health

- 1 You will not be covered for any directly or indirectly related claims (see note later in this section) arising from the following if at the time of taking out this insurance or booking Your Journey (whichever is later), You:
 - a are being prescribed regular medication;
 - b have received treatment for or had a consultation with a Doctor or hospital specialist for any medical condition in the past 12 months;
 - c are being referred to, treated by or under the care of a Doctor or a hospital specialist;
 - d are awaiting treatment or the results of any tests or investigations;
- 2 You will not be covered if You travel against the advice of a Doctor or where You would have been advised not to travel if You had sought their advice before beginning Your Journey.
- 3 You will not be covered if You know You will need medical treatment or consultation at any medical facility during Your Journey.
- 4 You will not be covered for any directly or indirectly related claim if, before Your Journey, a Doctor diagnosed that You have a terminal condition.
- 5 You will not be covered if You were waiting for medical treatment or consultation at any medical facility or were under investigation for a medical condition when Your Policy was issued.
- 6 You will not be covered if You are travelling specifically for the purpose of obtaining and/or receiving any elective surgery, procedure or hospital treatment.

If We are unable to cover a medical condition, this will mean that any other person insured by Us will not be able to make a claim arising from the medical condition(s). This may even apply if the person with the medical condition(s) purchases cover from another provider.

Exclusions relating to the health of someone not insured on this Policy, but whose health may affect Your decision whether to take or continue with Your journey

You will not be covered for any directly or indirectly related claims (see note at the end of this section) arising from the health of a Travelling companion, someone You Were going to stay with, a close Relative or a Business associate if at the time Your Policy was issued:

- You were aware they have been receiving medical treatment or consultation at any medical facility for a medical condition in the last 12 months;
- You were aware they have been awaiting medical treatment or consultation at any medical facility or have been under investigation for a medical condition;
- You were aware that a Doctor had diagnosed them as having a terminal condition, or that their medical condition was likely to get worse in the next 12 months.

Note

Indirectly related claims

An indirectly related claim means a medical problem that is more likely to happen because of another medical problem **You** already have. Sometimes these conditions can lead to the development of other conditions.

For example if **You**:

- suffer from asthma, chronic obstructive pulmonary disease or other lung disease, **You** are more likely to get a chest infection
- have high blood pressure, high cholesterol or diabetes, **You** are more likely to have a heart attack or a stroke.
- have osteoporosis, **You** are more likely to break or fracture a bone
- have or have had cancer, **You** are more likely to suffer with a secondary cancer.

Level of medical cover provided

This is not a private medical insurance Policy and only gives cover for emergency medical treatment in the event of accident or unexpected illness occurring during **Your Journey**.

Changes in health

If **Your** health changes after taking out this insurance, **You** must contact esure Customer Service on 0345 045 8000 if this means **You** have to:

- see a **Doctor** and be referred to a consultant or specialist; or
- be admitted to hospital for treatment (including surgery, tests or investigations); or
- await treatment or the results of tests and investigations.

We will tell **You** whether or not **Your** medical condition (or conditions) can be covered. If **We** cannot cover **Your** medical condition (or conditions), **You** can choose to:

- make a cancellation claim for any **Journeys** already booked; or
- cancel this Policy and request a proportionate/partial refund (as long as **You** have not made a claim or intend to make a claim).

Note

Policy renewals

At the expiry of **Your period of insurance**, the terms of **Your** cover and the premium rates may be varied by **Us**. This means **We** cannot guarantee that **We** will be able to provide the same terms of cover on **Your** renewed Policy or even renew it at all.

If **You** book a **Journey** that does not start until after the expiry date of **Your** Policy, **You** may find that the cover provided for that **Journey** will change when the Policy renews.

General exclusions

The following exclusions apply to the whole of **Your** Policy:

We will not cover **You** for any claim arising from, or relating to, the following:

- 1 War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism (this does not apply to claims made under Emergency medical and associated expenses - Section 2, Personal accident - Section 7 and Hijack and Mugging - Section 13) or Weapons of mass destruction.
- 2 Any epidemic or pandemic.
- 3 **You** not following any advice or recommendation made by the Foreign and Commonwealth Office, World Health Organisation or any government or other official authority. This includes where certain vaccinations or other preventative measures (such as malaria tablets) are recommended.
- 4 Any economic sanction which prohibits **Us**, the **Insurer** or members of the Allianz Group from providing cover under this Policy.
- 5 **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.

- 6 Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
- 7 Any currency exchange rate changes.
- 8 The failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date (except under the Emergency medical and associated expenses and Personal accident sections).
- 9 **You** acting in an illegal or malicious way.
- 10 The effect of **Your** alcohol, solvent or drug dependency or long term abuse.
- 11 **You** being under the influence of alcohol, of solvents or drugs, or doing anything as a result of using these substances (except drugs prescribed by a **Doctor** but not for the treatment of drug addiction).
- 12 **You** not enjoying **Your Journey** or not wanting to travel
- 13 **You** taking part in an adventurous/**Winter sports** activity that is not listed as 'Included as Standard' or where the appropriate 'Winter Sports Option' premium has not been paid.
- 14 Any **Loss** caused as a direct or indirect result of anything **You** are claiming for, for example loss of earnings, unless it says differently in the Policy.
- 15 **You** not answering accurately any question(s) **We** have asked **You** at the time of buying this Policy, where **Your** answer(s) may have affected **Our** decision to provide **You** with this Policy.

Conditions

The following conditions apply to the whole of **Your** Policy. Please read these carefully as **We** can only pay **Your** claim if **You** meet these:

- 1 **You** are a **Resident** of the UK, the Channel Islands or the Isle of Man.
- 2 **You** take reasonable care to protect Yourself and **Your** property against accident, injury, **loss** and **damage** and act as if **You** are not insured and to minimise any potential claim.
- 3 **You** have a valid Policy schedule.
- 4 **You** accept that **We** will not extend the **Period of insurance** beyond the expiry of **Your** Policy.
- 5 **You** contact **Us** as soon as possible with full details of anything which may result in a claim and give **Us** all the information **We** ask for. Please see section 'Making a claim' section for more information.
- 6 **You** accept that no alterations can be made to the terms and conditions of the Policy, unless **We** confirm them in writing to **You**.
- 7 **You** are not aged 70 or over at the start date of **Your** policy.

We have the right to do the following

- 1 Cancel the Policy if **You** tell **Us** something that is not true, which influences **Our** decision as to whether cover can be offered or not.
- 2 Cancel the Policy and make no payment if **You**, or anyone acting for **You**, make a claim under this Policy knowing it to be dishonest, intentionally exaggerated or fraudulent in any way, or if **You** give a false declaration or deliberate mis-statement when applying for this insurance or supporting **Your** claim, **We** may in these instances report the matter to the police.
- 3 Only cover **You** for the whole of **Your Journey** and not issue a Policy if **You** have started **Your Journey**.
- 4 Take over and deal with, in **Your** name, any claim **You** make under this Policy.
- 5 Take legal action in **Your** name (but at our expense) and ask **You** to give **Us** details and fill in any forms (including Department for Work and Pensions forms), which will help **Us** to recover any payment **We** have made under this Policy.
- 6 With **Your** or **Your** Personal Representative's permission, get information from **Your** medical records to help **Us** or **Our** representatives deal with any claim. This could include a request for **You** to be medically examined or for a postmortem to be carried out in the event of **Your** death. **We** will not give personal information about **You** to any other organisation without **Your** specific agreement.
- 7 Send **You Home** at any time during **Your Journey** if **You** are taken ill or injured. **We** will only do this if the **Doctor** treating **You** and **Our** medical advisers agree. If there is a dispute, **We** will ask for an independent medical opinion.

- 8 Not accept liability for costs incurred for repatriation or treatment if **You** refuse to follow advice from the treating **Doctor** and **Our** medical advisers.
- 9 Only refund or transfer **Your** premium if **You** decide that the Policy does not meet **Your** needs and **You** have contacted **Us** within 14 days from the date **You** receive **Your** Policy and Policy schedule. **We** can recover all costs that **You** have used if **You** have travelled or made a claim or intend to make a claim.
- 10 Not to pay any claim on this Policy (except under the Personal accident section) for any amounts covered by another insurance or by anyone or anywhere else, for example any amounts **You** can get back from private health insurance, any reciprocal health agreements, transport or accommodation provider, home contents insurer or any other claim amount recovered by **You**. In these circumstances **We** will only pay **Our** share of the claim.
- 11 If **You** cancel or cut short **Your Journey** for any reason other than those specified in Section 1 all cover provided on **Your** Policy for that **Journey** will be cancelled without refunding **Your** premium.
- 12 Ask **You** to pay **Us** back any amounts that **We** have paid to **You** which are not covered by this Policy.

Making a claim

For sections 1-15 and 17

To claim, get a claim form either by:

visiting www.azgatravelclaims.com

phone: 0345 601 6914,

write to: esure Travel Insurance claims department, PO Box 451, Feltham, TW13 9EE or

email: esureclaims@allianz-assistance.co.uk

Financial failure claims for section 16

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to:

IPP Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR UK.

phone: +44 20 8776 3752

fax: +44 20 8776 3751

email: info@iplondon.co.uk

Website: www.iplondon.co.uk

Call charges may vary. Calls may be monitored and recorded.

You should fill in the claim form and send it to **Us** as soon as possible with all the information and documents **We** ask for. It is essential that **You** provide **Us** with as much detail as possible to enable **Us** to handle **Your** claim quickly. Please keep photocopies of all information **You** send **Us**.

You will need to obtain some information about **Your** claim while **You** are away. Below is a list of the documents **We** will need in order to deal with **Your** claim.

For all claims

- **Your** original **Journey** booking invoice(s) and **travel documents** showing the dates and times of travel.
- Original receipts and accounts for all out-of-pocket expenses **You** have to pay.
- Original bills or invoices **You** are asked to pay.
- Details of any other insurance **You** may have that may cover the same **loss**, such as household, private medical or warranty.
- As much evidence as possible to support **Your** claim.

Cancellation or curtailment

- If **You** need to curtail **Your journey** call UK+44 (0)20 8603 9961 immediately to get **Our** prior agreement.
- Original cancellation invoice(s) detailing all cancellation charges incurred.
- For claims relating to illness or injury a medical certificate will need to be completed by the treating **Doctor**. A certified copy of the death certificate is required in the event of death.
- If **Your** claim results from any other circumstances, please provide evidence of these circumstances.

Medical expenses

- Always contact **Our** 24-hour emergency medical service when **You** are hospitalised, require repatriation or where medical fees are likely to exceed £500.
- Medical evidence from the treating **Doctor** to confirm the illness or injury and treatment given including hospital admission and discharge dates, if this applies.
- If **You** are advised by a **Doctor** at **Your** resort that **You** cannot go on **Your** pre-booked excursions because of medical reasons, **You** should obtain a medical certificate from them confirming this.

If **Your** travel documents are lost, stolen or destroyed

- A receipt from the Consulate confirming the cost of the replacement **Travel documents** and a written report from the police if **Your** **Travel documents** are stolen.

Personal possessions and Personal money

- Report the theft, damage or **loss** to the police within 24 hours of discovery and ask them for a written police report.
- If appropriate, **You** should also report the theft, damage or loss to **Your** courier or hotel/apartment manager and ask for a written report.
- Original receipts, vouchers or other suitable evidence of purchase/ownership/value for lost, stolen or damaged **Personal possessions**.
- Confirmation, such as foreign exchange receipts and withdrawal slips, from **Your** bank or bureau de change for issuing foreign currency, or suitable evidence for Sterling.
- Keep any damaged items as **We** may need to inspect them. If **We** make a payment, or **We** replace an item, the item will then belong to **Us**.
- Obtain an estimate for repair for all damaged items.

Loss or damage in transit claims/delayed possessions

- Please obtain a Property Irregularity Report (PIR) from the airline or a carrier's report from the rail company, shipping line or their handling agent. This should be done within 7 days of the delay/**loss/damage**. **You** have 21 days to write to the airline confirming details of essential replacement items purchased.

Personal accident

- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Medical evidence from the treating **Doctor** to confirm the extent of the injury and treatment given including, hospital admission/discharge.
- Full details of any witnesses, providing written statements where available.
- A certified copy of the death certificate if this applies.

Missed departure/Natural catastrophe

- Detailed account of the circumstances causing **You** to miss **Your** departure together with supporting evidence from the **public transport** provider or accident/breakdown authority attending the private vehicle **You** were travelling in. For **Natural catastrophe** claims **You** could include local news reports.

Delayed departure

- Written confirmation from the airline, rail company, shipping line or their handling agent of the scheduled and actual departure times and why the departure was delayed.

Personal liability

- A detailed account of the circumstances surrounding the claim, including photographs and video evidence (if this applies).
- Any writ, summons or other correspondence received from any third party. Please note that **You** should not admit liability, offer to make any payment or correspond with any third party without **Our** written consent.

- Full details of any witnesses, providing written statements where available.

Legal expenses

- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies) within 90 days of the event causing **Your** claim.
- Any writ, summons or other correspondence received from any third party. Please note that **You** should not reply to any correspondence from a third party without **Our** written consent.
- Full details of any witnesses, providing written statements where available.

Hijack and mugging cover

- A letter from the airline, rail company, shipping line or their handling agent confirming the hijack and the length of time **You** were detained.
- Report the mugging to the police within 24-hours of the incident and ask them for a written report, confirming **You** were hospitalised as a result of the mugging.

Withdrawal of services

- A detailed account of the circumstances from **Your** courier or hotel/apartment manager, showing the dates the service was unavailable.

Financial failure cover

- Contact the IPP Claims Office, using the details shown at the beginning of this section.

Winter sports

Ski pack

- Medical evidence from the treating **Doctor** to confirm the illness or injury and treatment given including hospital admission/discharge if this applies.
- If **You** are advised by a **Doctor** at **Your** resort that **You** cannot take part in **Your** pre-booked ski activities because of medical reasons, **You** should obtain a medical certificate from them confirming this.

Ski equipment

- All appropriate evidence requested under the heading 'Personal possessions and Personal money' in this section.
- All hire receipts and luggage labels/tags.
- A written report from **Your** airline or other carrier if **Your Ski equipment** is delayed or misdirected.

Piste closure

- Written confirmation from **Your** tour operator, the local piste authority or ski lift operator confirming the reason for the closure and duration.

Making a complaint

We aim to provide **You** with a first class Policy and service. However, there may be times when **You** feel **We** have not done so. If this is the case, please tell **Us** about it so that **We** can do **Our** best to solve the problem. If **You** make a complaint **Your** legal rights will not be affected.

- For complaints relating to Medical assistance or claims under sections 1-15 and 17 In the first instance, please write to:
esure Travel Insurance Claims, Customer Service, 102 George Street, Croydon, CR9 6HD
phone: 020 8603 9853
email: customersupport@allianz-assistance.co.uk
Please supply **Us** with **Your** name, address, Policy number and claim number where applicable and enclose copies of relevant correspondence as this will help **Us** to deal with **Your** complaint, in the shortest possible time.
- For complaints relating to claims for Financial failure - section 16 In the first instance, please write to:
The Customer Services Manager, IPP Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Phone: 020 8776 3750
fax: 020 8776 3751
email: info@iplondon.co.uk

Having followed the above procedure, if **You** are not satisfied with the response **You** may write to:
Complaints Team, Lloyd's, One Lime Street, London EC3N 7HA
email: complaints@lloyds.com
Website: www.lloyds.com/complaints

- For complaints in relation to the selling of **Your** Policy, please contact esure Home insurance on 0345 601 7074.

If **You** are not satisfied with **Our** response **You** can refer the matter to the UK Financial Ombudsman Service for independent arbitration by writing to: Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling: 0800 023 4567 or 0300 123 9 123 or emailing: complaint.info@financial-ombudsman.org.uk

Call charges may vary. Calls may be monitored and recorded.

Section 1 - Cancellation or Curtailment Charges

If **You** think **You** may have to cut **Your Journey** short (curtail), **We** must be told immediately - see under the heading '24-hour emergency medical assistance' for more information.

What You Are Covered For

We will pay up to the amount shown in **Your** summary of cover in total (including excursions), for **Your** part of unused personal accommodation, transport charges and other travel expenses which have been paid or where there is a contract to pay that cannot be recovered from anywhere else.

We will provide this cover in the following necessary and unavoidable circumstances:

Cancellation

If **You** cancel **Your Journey** before it begins because one of the following happens:

- The death, serious injury or serious illness of **You**, someone **You** were going to stay with, a **Travelling companion**, or a **Relative** or **Business associate** of **You** or a **Travelling companion**.
- **You** or a **Travelling companion** is called for jury service in **Your Home** country or as a witness in a court in **Your Home** country.
- **You** or a **Travelling companion** is needed by the police following a burglary, or **damage** caused by serious fire, storm, flood, explosion, subsidence, vandalism, fallen trees, impact by aircraft or vehicle at **Your Home** or their **Home** or usual place of business in **Your Home** country.
- **Your Redundancy**.
- **You** are a member of the armed forces, police, fire, nursing or ambulance services or work for another Government Department and **Your** employer withdraws **Your** previously agreed leave for operational reasons.
- The Foreign and Commonwealth Office have advised against travel to **Your Journey** destination, for the dates **You** are due to travel.

Curtailment

You cut **Your Journey** short (curtail) after it has begun because of one of the following:

- Anything mentioned in Cancellation above, except **Redundancy**.
- **You** are injured or ill and are in hospital for the rest of **Your Journey**.

Note

We will calculate curtailment claims from the date it is necessary for **You** to return to **Your Home** country or the date **You** are hospitalised as an in-patient, for the rest of **Your Journey**. **We** will pay unused personal accommodation and other travel expenses based on each 24-hour period **You** have lost. If **You** need to be repatriated, **We** will not refund the cost of **Your** unused return travel tickets. **We** will put the value of these tickets towards the extra transport costs **We** have to pay.

What You Are Not Covered For

Under Cancellation and Curtailment

- An excess of the amount shown in **Your** summary of cover.
- Any condition stated under Health declaration and health exclusions.
- Anything the company providing **Your** transport or accommodation, their agents, any person acting for **You** or **Your** conference organiser is responsible for.
- Booking, credit card and non-Sterling transaction fees.
- The cost of Airport Departure Duty/Tax recoverable from elsewhere.
- Administration costs charged by **Your** travel, accommodation or other provider to process a refund as a result of cancelling all or part of **Your** booking (including obtaining Airport Departure Duty/Tax refunds).
- More than the lowest market value of equivalent accommodation, transport charges and other travel expenses, if payment was made using frequent flyer points, air-miles, loyalty card points, redeemable vouchers or another similar scheme.

Under Cancellation and Curtailment

Anything caused by:

- **You** not having the correct passport or visa;
- **Your** carriers' refusal to allow **You** to travel for whatever reason;
- any restriction caused by the law of any country or people enforcing these laws;
- bankruptcy or liquidation of the company providing **Your** transport or accommodation, their agents or any person acting for **You**;
- **Your** vehicle being stolen or breaking down;
- **You** not wanting to travel or not enjoying **Your Journey**;
- riot, civil commotion, strike or lock-out;
- **You** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
- **Your** suicide, self-injury or deliberately putting yourself at risk (unless **You** were trying to save another person's life) for example swimming while under the influence of alcohol or climbing from one balcony to another;
- the death of any pet or animal;
- the withdrawal from service of an aircraft, cross- channel train or sea vessel (temporarily or permanently), on which **You** are booked to travel, by the carrier or on the recommendation or order of any government, civil aviation authority, port authority, rail authority or other similar authority in any country.

Under Cancellation

- Any extra cancellation charges, because **You** did not tell the company providing **Your** transport or accommodation, their agents or any person acting for **You**, as soon as **You** knew **You** had to cancel.
- Financial circumstances or unemployment, except caused by **Redundancy** which **You** find out about after the date **Your** Policy or travel tickets for **Your journey** were bought (whichever is the later).

Under Curtailment

- Cutting short **Your Journey** unless **We** have agreed.
- Any costs when **You** do not get a medical certificate (from the **Doctor** who treated **You** in the place where **You** were staying) which says it was necessary for **You** to come **Home** because of death, injury or illness. **Our** medical advisers must have agreed with the reason and that **You** Were fit to travel.
- The cost of any of **Your** remaining pre-booked tickets if **You** have not used them and **We** have paid extra transport costs for **You** to return to **Your Home** country earlier than planned.
- **You** travelling on a motorcycle, unless the rider holds a valid UK motorcycle license and all persons insured are wearing crash helmets.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 2 - Emergency medical and associated expenses

If **You** are taken into hospital or **You** think **You** may have to return **Home** early or extend **Your Journey** because of any illness, injury or accident, or if **Your** medical expenses are over £500 **We** must be told immediately. In cases where **Your** condition is life, limb, sight or organ threatening, **You** should contact **Us** as soon as **You** can. See under the heading '24-hour emergency medical assistance' for more information.

What You Are Covered For

We will pay **You** or **Your** personal representatives for the following necessary and unforeseen emergency expenses if **You** die, are injured, have an accident or are taken ill during **Your Journey**.

Cover outside Your Home country

Up to the amount shown in **Your** summary of cover in total for reasonable fees or charges **You** incur for:

- Treatment
Medical, surgical, medication costs, hospital, nursing **Home** or nursing services.
- Repatriation
Your repatriation to **Your Home** country if medically necessary.
- Transport and accommodation
Reasonable extra transport and accommodation costs for **You** and any one other person who stays or travels with **You** or to **You** from **Your Home** country on medical advice.
- Funeral expenses
The reasonable cost of transporting **Your** body or ashes to **Your Home** or **We** will pay up to the amount shown in **Your** summary of cover for **Your** funeral expenses, in the place where **You** die outside **Your Home** country.
- Search and rescue
Mountain search and rescue services when deemed medically necessary.

We will also pay:

- In-patient benefit
Up to the amount shown in **Your** summary of cover for each 24-hour period that **You** are in hospital as an in-patient during the **Journey** as well as any fees or charges paid under 'Treatment'.
- Dental
Up to the amount shown in **Your** summary of cover for emergency dental treatment to relieve sudden pain.
- Excursions
Up to £150 in total for **Your** excursions that have been paid for before **Your Journey** began and that cannot be recovered from anywhere else, if **You** get written advice from a **Doctor** that **You** cannot go on them, because of an injury or illness during **Your journey**.

Cover within Your Home country

Up to the amount shown in **Your** summary of cover for:

- Transport and accommodation
Reasonable extra transport and accommodation costs for **You** and any one other person who stays or travels with **You** or to **You** from within **Your Home** country on medical advice; and the reasonable cost of transporting **You**, **Your** ashes or body **Home**.

What You Are Not Covered For

Under Cover outside **Your Home** country except In-patient benefit and Excursions and under Cover within **Your Home** country

- An **Excess** of the amount shown in **Your** summary of cover, unless **Your** claim is reduced because **You** used a European Health Insurance Card or any other reciprocal health arrangement (see 'Reciprocal health arrangements' for more information).
- The cost of replacing any medication **You** were using when **You** began **Your Journey**.

Under Cover outside **Your Home** country and Cover within **Your Home** country

- Any condition stated under health declaration and health exclusions.

- Extra transport and accommodation costs which are of a higher standard than those already used on **Your Journey**, unless **We** agree.
- Anything caused by:
 - **You** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
 - **Your** suicide, self-injury or deliberately putting yourself at risk (unless **You** were trying to save another person's life) for example swimming while under the influence of alcohol or climbing from one balcony to another;
 - **You** travelling on a motorcycle, unless the rider holds a valid **UK** motorcycle license and all persons insured are wearing crash helmets.
- Any costs incurred 12 months after the date of **Your** death, injury or illness.
- Any costs for taxi fares and telephone calls (including mobile calls) resulting from an incident claimed for under this section.

Under Cover outside **Your Home** country - Treatment

- Services or treatments **You** receive within **Your Home** country.
- Services or treatments **You** receive which the **Doctor** in attendance and **We** think can wait until **You** get back to **Your Home** country.
- Medical costs over £500, in-patient treatment or repatriation which **We** have not authorised.
- The extra costs of having a single or private room in a hospital or nursing **Home**.
- The cost of all treatment which is not directly related to the illness or injury that caused the claim.

Under Cover outside **Your Home** country - Funeral expenses

- **Your** burial or cremation within **Your Home** country.

Under Cover outside **Your Home** country - Dental

- Replacing or repairing false teeth or artificial teeth (such as crowns).
- Dental work involving the Use of precious metals.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 3 - Loss of travel documents

We will pay the following if **Your travel documents** are lost, stolen or destroyed on **Your Journey**.

[Costs for issuing temporary travel documents](#)

Up to the amount shown in **Your** summary of cover in total for the cost of extra transport, accommodation and administration costs **You** have to pay to get temporary **Travel documents** to enable **You** to return to **Your Home** country.

[Remaining value of original travel documents](#)

The equivalent cost (based on the current replacement costs) of the period remaining on **Your Travel documents** that are lost stolen or destroyed.

[What You Are Not Covered For](#)

Please refer to [General exclusions, Conditions and Making a claim](#).

Section 4 - Delayed personal possessions

[What You Are Covered For](#)

Up to the amount shown in **Your** summary of cover in total for essential replacement items, if **Your Personal possessions** (this does not include **Valuables** or **Ski equipment**) that are temporarily lost or stolen on **Your outward Journey** for more than 12 hours from when **You** arrived at **Your** destination.

Note

You must send **Us** the receipts for anything that **You** buy. If the items are permanently lost, **We** will take any amount that **You** are due to be paid under this section from the final claim settlement under **Personal possessions** - section 5.

[What You Are Not Covered For](#)

Please refer to [General exclusions, Conditions and Making a claim](#).

Section 5 - Personal possessions

[What You Are Covered For](#)

Up to the amount shown in **Your** summary of cover in total for **Your Personal possessions** (this does not include **Ski equipment**), damaged, stolen, lost or destroyed on **Your Journey**.

The most **We** will pay for **Valuables** is shown in **Your** summary of cover whether jointly owned or not. There is also a single article, **pair** or **set** limit as shown in **Your** summary of cover.

Note

It will be **Our** decision to pay either:

- the cost of repairing **Your** items;
- to replace **Your** belongings with equivalent items; or
- the cost of replacing **Your** items. An amount for wear, tear and **loss** of value will be deducted.

[What You Are Not Covered For](#)

- An **Excess** of the amount shown in **Your** summary of cover.
- More than £50 for tobacco, alcohol, fragrances and perfumes.
- More than the part of the **pair** or **set** that is stolen, lost or destroyed.
- Breakage of or **damage** to sports equipment while it is being used, fragile articles, audio, video, computer, television, fax and phone equipment.
- **Loss** or **damage** due to the climate, wear and tear, **loss** in value, process of cleaning, moths or vermin.
- The cost of replacing or repairing false teeth.
- **Loss** or **theft** of, or **damage** to, the following:
 - Items for which **You** are unable to provide a receipt or other proof of purchase.
 - Films, tapes, cassettes, computer games, electronic games, mini-discs, DVDs, video and audio tapes, cartridges or discs, unless they were pre-recorded, in which case **We** will pay up to the replacement cost.
 - Goods which deteriorate, bottles or cartons, and any **damage** caused by these items or their contents.
 - **Personal possessions** unless they are on **Your** person, locked in the accommodation **You** are Using on **Your Journey** or they are out of sight in the locked boot or covered luggage area of a locked motor vehicle.
 - **Valuables** left in a motor vehicle.
 - **Valuables** carried in suitcases, trunks or similar containers unless they are on **Your** person all the time.
 - **Valuables** unless they are on **Your** person or locked in a safe or safety deposit box (if one is available) or locked in the accommodation **You** are Using on **Your Journey**.
 - Contact or corneal lenses, unless following fire or **theft**.
 - Bonds, share certificates, guarantees or documents of any kind.
 - **Travel documents** (see section 3).
 - **Personal money** (see section 6).
 - **Business equipment**.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 6 - Personal money

What You Are Covered For

Up to the amount shown in **Your** summary of cover in total for **loss** or **theft** of **Your Personal money** (but no more than the amount shown in **Your** summary of cover in cash in total, whether jointly owned or not) while on **Your Journey**.

What You Are Not Covered For

- An **Excess** of the amount shown in **Your** summary of cover.
- Compensation unless **You** can provide receipts for the amount **You** had from the place where **You** got the currency.
- **Loss** or **theft** of **Personal money**, unless it is on **Your** person, locked in a safe or safety deposit box (if one is available) or locked in the accommodation **You** are using on **Your Journey**.
- **Loss** caused by a reduction in exchange rates or shortage caused by mistakes in exchanging currency.
- **Loss** or **theft** of travellers' cheques if the place where **You** got them from provides a replacement service.
- More than the lowest market value of equivalent accommodation, transport charges and other travel expenses, if payment was made Using frequent flyer points, air-miles, loyalty card points, redeemable vouchers or another similar scheme.
- **Business money**.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 7 - Personal accident

What You Are Covered For

We will pay **You** or **Your** personal representative one of the following amounts for an **Accident** during **Your Journey**.

Death

Up to the amount shown in **Your** summary of cover for death.

Permanent loss

Up to the amount shown in **Your** summary of cover for total and permanent **loss** of sight in one or both eyes or total and permanent **loss** of Use of one or both hands or feet.

Physical disablement

Up to the amount shown in **Your** summary of cover for a permanent physical disability as a result of which there is no paid work which **You** are able to do.

Note

Death benefits payments will be made to **Your** personal representative.

What You Are Not Covered For

- Any condition stated under Health declaration and health exclusions.
- Any claim arising more than one year after the original **Accident**.
- Anything caused by:
 - **Your** sickness, disease or gradually occurring conditions, physical or mental condition that is gradually getting worse unless shown on **Your** Policy schedule;
 - **You** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
 - **Your** suicide, self-injury or deliberately putting Yourself at risk (unless **You** were trying to save another person's life) for example swimming while under the influence of alcohol or climbing from one balcony to another;
 - **You** travelling on a motorcycle, unless the rider holds a valid UK motorcycle license and all persons insured are wearing crash helmets.

- We will not pay more than one of the benefits resulting from the same injury.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 8 - Missed departure

What You Are Covered For

We will pay up to the amount shown in **Your** summary of cover in total for the cost of extra accommodation and transport which **You** have to pay to get to **Your Journey** destination or back **Home** because **You** do not get to the **Departure point** by the time shown in **Your** travel itinerary (plans) because:

- **Public transport** (including scheduled flights) does not run to its timetable; or
- the vehicle **You** are travelling in has an accident or breaks down.

What You Are Not Covered For

- An **Excess** of the amount shown in **Your** summary of cover.

Any claim unless **You**:

- get a letter from the **Public transport** provider (if this applies) confirming that the service did not run on time
- get confirmation of the delay from the authority who Went to the accident or breakdown (if this applies) affecting the vehicle **You** Were travelling in
- have allowed time in **Your** travel plans for delays which are expected.
- Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before **Your** Policy or travel tickets for **Your Journey** Were bought (whichever is later).
- Failure of **Public transport** caused by a riot, civil commotion, strike or industrial action which began or was announced before **You** left **Home** or where **You** could have reasonably made other travel arrangements.
- The withdrawal from service of an aircraft, cross-channel train or sea vessel (temporarily or permanently), on which **You** are booked to travel, by the carrier or on the recommendation or order of any government, civil aviation authority, port authority, rail authority or other similar authority in any country.
- Any claim as a result of a **Natural catastrophe** (see section 14).

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 9 - Delayed departure

What You Are Covered For

Compensation if the flight, international train or sea vessel **You** are booked on is delayed at its **Departure point** from the time shown in **Your** travel itinerary (plans) because of:

- a serious fire, storm or flood **damage** to the **Departure point**;
- industrial action;
- bad weather;
- mechanical breakdown of the international train or sea vessel; or
- the grounding of the aircraft due to a mechanical or a structural defect.

We will pay:

Delay

Up to the amount shown in **Your** summary of cover for each 12 hours of delay.

Abandonment

Up to the amount shown in **Your** summary of cover in total for **Your** part of the unused costs of the **Journey** which have been paid or where there is a contract to pay that cannot be recovered from anywhere else, if, after **You** have been delayed for more than 24 hours, **You** decide to abandon the **Journey** before **You** leave **Your Home** country.

What You Are Not Covered For

Under Delay and Abandonment

- Anything which is caused by **You** not checking in at the **Departure point** when **You** should have done.
- Missed connections.
- Compensation unless **You** get a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled departure time and the actual departure time of the flight, international train or sea vessel.
- Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before **Your** Policy or travel tickets for **Your Journey** were bought (whichever is later).
- The withdrawal from service of an aircraft, cross-channel train or sea vessel (temporarily or permanently), on which **You** are booked to travel, by the carrier or on the recommendation or order of any government, civil aviation authority, port authority, rail authority or other similar authority in any country.
- Any claim as a result of a **Natural catastrophe** (see section 14).

Under Abandonment

- An **Excess** of the amount shown in **Your** summary of cover.
- More than the lowest market value of equivalent accommodation, transport charges and other travel expenses, if payment was made using frequent flyer points, air miles, loyalty card points, redeemable vouchers or another similar scheme.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 10 - Personal liability

If **You** are hiring or using a motorised or mechanical vehicle or machinery while on **Your Journey** **You** must make sure that **You** get the necessary insurance from the hire company or owner. **We** do not cover this under **Our** Policy.

What You Are Covered For

We will pay up to the amount shown in **Your** summary of cover plus any other costs **We** agree to in writing that relate to anything **You** cause during **Your Journey** for which **You** are legally liable and results in one of the following:

- Bodily injury of any person.
- **Loss of or damage** to property which **You** do not own and **You** or a **Relative** have not hired, loaned or borrowed.
- **Loss of or damage** to the accommodation **You** are using on **Your Journey** that does not belong to **You** or a **Relative**.

Note

Inform **Us** as soon as **You** or **Your** Personal Representatives are aware of a possible prosecution, inquest or fatal injury, which might lead to a claim under this section.

Please do not negotiate, pay, settle, admit or deny any liability to any third party, without **Our** written consent.

What You Are Not Covered For

- An **Excess** of the amount shown in **Your** summary of cover.
- Any liability for bodily injury or **loss of or damage** to property that comes under any of the following categories:
 - something which is suffered by anyone employed by **You** or a **Relative** and is caused by the work they are employed to do;
 - something which is caused by something **You** deliberately did or did not do;
 - something which is caused by **Your** employment or employment of a **Relative**;
 - something which is caused by **You** Using any firearm or weapon;
 - something which is caused by any animal **You** own, look after or control;

- something which **You** agree to take responsibility for which **You** would not otherwise have been responsible for.
- Any contractual liabilities.
- Any liability for bodily injury suffered by **You**, a **Relative** or travelling companion.
- Compensation or other costs caused by accidents arising from **Your** ownership or possession of any of the following:
 - the use of any land or building except for the accommodation **You** are Using on **Your Journey**;
 - motorised or mechanical vehicles and any trailers attached to them;
 - aircraft, motorised watercraft or sailing vessels.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 11 - Legal expenses

You can call **Our** 24-hour legal helpline for advice on a travel related legal problem to do with **Your Journey**. From within **Your Home** country phone 01455 896174

From outside **Your Home** country phone +44 1455 896174

What You Are Covered For

If **You** die, are ill, or injured during **Your Journey** and **You** or **Your** personal representative take **Legal action** to claim damages or compensation for negligence against a third party **We** will do the following:

- nominate an **Appointed adviser** to act for **You**. If **You** and **We** cannot agree on an **Appointed adviser**, the matter can be referred to an Alternative Resolution Facility.
- pay up to the amount shown in **Your** summary of cover for **Legal costs** for **Legal action** for **You** (but not more than twice this amount in total for all **Persons insured** on this Policy) for each event giving rise to a claim.

Note

- **You** must conduct **Your** claim in the way requested by the **Appointed adviser**;
- **You** must keep **Us** and the **Appointed adviser** fully aware of all facts and correspondence including any claim settlement offers made to **You**;
- **We** will not be bound by any promises or undertakings which **You** give to the **Appointed adviser**, or which **You** give to any person about payment of fees or expenses, without **our** consent;
- **We** can withdraw cover after **We** have agreed to the claim, if **We** think a reasonable settlement is unlikely or that the cost of the **Legal action** could be more than the settlement.

What You Are Not Covered For

- An **Excess** of the amount shown in **Your** summary of cover.

Any claim:

- not reported to **Us** within 90 days after the event giving rise to the claim;
- where **We** think a reasonable settlement is unlikely or where the cost of the **Legal action** could be more than the settlement;
- involving **Legal action** between **You** and members of the same household, a **Relative**, a **Travelling companion**, or one of **Your** employees;
- where another insurer or service provider has refused **Your** claim or where there is a shortfall in the cover they provide;
- against a travel agent, tour operator or carrier, **Us**, the **Insurer**, another person insured under this Policy or **Our** agent.

Legal costs:

- for **Legal action** that **We** have not agreed to;
- if **You** refuse reasonable settlement of **Your** claim. **You** should use Alternative Resolution Facilities such as mediation in this situation;
- if **You** withdraw from a claim without **Our** agreement. If this occurs **Legal costs** that **We** have paid must

- be repaid to Us and all legal costs will become **Your** responsibility;
- if **We**, **You** or **Your Appointed adviser** are unable to recover **Legal costs** incurred following a successful claim for compensation. **We** will be entitled to receive such costs from the compensation **You** receive. Any repayment to **Us** is limited to the actual costs incurred and will not be more than half of **Your** compensation amount;
- awarded as a personal penalty against **You** or the **Appointed adviser** (for example not complying with Court rules and protocols);
- for bringing **Legal action** in more than one country for the same event.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 12 - Pet care

What You Are Covered For

Up to the amount shown in **Your** summary of cover in total or extra kennel or cattery costs to house **Your** pet, if **You** are delayed on the return **Journey** to **Your Home** country because of death injury or illness or there is a delay to the **Public transport** system that cannot be avoided.

What You Are Not Covered For

- Claims following a delay to the **Public transport** system, unless **You** get a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled departure time and the actual departure time of the flight, international train or sea vessel.
- Claims following death, injury or illness which **We** have not authorised.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 13 - Hijack and mugging cover

What You Are Covered For

We will pay up to the amount shown in **Your** summary of cover in total.

Hijack

If **You** are hijacked during **Your Journey**.

Mugging

If **You** are treated as an in-patient in hospital following a mugging during **Your Journey**.

What You Are Not Covered For

Under Hijack

Compensation unless **You** get a letter from the airline, railway company or shipping line confirming the hijack and the dates.

Under Mugging

Compensation unless the mugging has been reported to the police within 24 hours of the attack or as soon as possible after that and a report obtained, confirming the details and that **You** were hospitalised as a result of the injuries **You** suffered.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 14 - Catastrophe cover

What You Are Covered For

The following cover applies if a **Natural catastrophe** affects **Your Journey** plans:

Extra transport and accommodation

We will pay up to the amount shown in **Your** summary of cover in total for extra accommodation and transport costs **You** need to pay if:

- **You** are stranded for more than 24 hours at **Your Departure point** and **You** cannot continue with **Your** original travel plans; or
- **You** are likely to be stranded for more than 24 hours at **Your Departure point**, but can make alternative arrangements to be able to continue with **Your** original travel plans; or
- **Your** pre-booked accommodation cannot be used, because it is unsafe or inaccessible, as a result of a **Natural catastrophe**.

Extended cover under Missed departure – Section 8

We will pay up to the amount shown in **Your** summary of cover in total for the cover and limits shown under Section 8, if the reason for the claim relates to a **Natural catastrophe**.

Extended cover under Delayed departure – Section 9

We will pay up to the amount shown in **Your** summary of cover in total for the cover and limits shown under Section 9, if the reason for the claim relates to a **Natural catastrophe**.

What You Are Not Covered For

- A **Natural catastrophe** that occurred before the date **Your** Policy or travel tickets for **Your Journey** were bought (whichever is the later).
- Compensation which **You** can get from the company providing accommodation, **Your** tour operator or anywhere else.
- Any expense which **You** would normally have expected to pay during **Your journey**.
- Extra transport or accommodation costs that are of a higher standard than **You** originally booked.
- Anything mentioned under the heading 'What **You** Are Not Covered For' within Missed departure – Section 8 or Delayed departure – Section 9 (other than the exclusion relating to **Natural catastrophe**).

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 15 - Withdrawal of services

What You Are Covered For

We will pay up to the amount shown in **Your** summary of cover in total if the water, gas or electricity supplies are completely unavailable for a period of more than 48 hours at the accommodation **You** are booked in during **Your Journey**.

What You Are Not Covered For

- Compensation that **You** can get from the company providing accommodation, **Your** tour operator or anywhere else.
- Any expense which is caused by strike or industrial action which began or was announced before **Your** Policy or travel tickets for **Your Journey** were issued.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Section 16 - Financial failure cover

What You Are Covered For

Scheduled airline failure

The **Insurer** will pay up to the amount shown in **Your** summary of cover in total for the following:

- **Financial failure** prior to departure
Irrecoverable sums paid prior to the Financial failure of the scheduled airline **You** are booked with.
- **Financial failure** after departure
In the event of **Financial failure** of the scheduled airline after **Your** departure:
 - additional costs incurred by **You** in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
 - if curtailment of the **Journey** is unavoidable - the cost of return flights to the **UK**, **Isle of Man**, **Channel Islands** or Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

End supplier failure

The **Insurer** will pay up to the amount shown in **Your** summary of cover in total for costs **You** incur as a result of insolvency of the **End supplier** that **You** made travel arrangements with prior to departure:

- **Financial failure** prior to departure
Irrecoverable sums paid prior to departure to an end supplier not forming part of an inclusive holiday; OR
- **Financial failure** after departure
In the event of **Financial failure** of the **End supplier** after **Your** departure:
 - additional pro rata costs incurred by **You** in replacing that part of the end suppliers travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
 - if curtailment of the **Journey** is unavoidable - the cost of return transportation to the **UK**, **Isle of Man**, **Channel Islands** or **Ireland** to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

Note

Where possible **You** should contact **Us** (see 'Making a claim' section), before **You** make alternative arrangements so that **We** can agree to the costs.

What You Are Not Covered For

- Scheduled flights, travel or accommodation not booked within the **UK**, **Isle of Man**, **Channel Islands** or **Ireland** prior to departure.
- Any costs resulting from the **Financial failure** of:
 - Any scheduled airline or **End supplier** which is, or which any prospect of **Financial failure** is known by **You** or widely known publicly at the date **You** bought this Policy
 - Any **loss** or part of a **loss** which at the time of the happening of the **loss** is insured or guaranteed by any other existing Policy, policies, bond, or is capable of recovery under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
- The **Financial failure** of any travel agent, tour organiser, booking agent or consolidator with whom **You** have booked a scheduled flight, travel or accommodation.
- Any losses which are not directly associated with the incident that caused **You** to claim. For example, loss due to being unable to reach a pre-booked hotel, villa, car hire or cruise following the **Financial failure** of an airline.

Please refer to [Making a claim for the claim requirements for this section](#).

Section 17 - Winter sports cover

This section is only in force if shown on **Your** policy schedule.

What You Are Covered For

Ski pack

We will pay up to the amount shown in **Your** summary of cover in total for **Your Ski pack** costs that have been paid for and that cannot be recovered from anywhere else, if:

- **You** have to cancel or curtail **Your Journey**.

Delayed Ski equipment

- **We** will pay up to the amount shown in **Your** summary of cover in total for the hire of alternative **Ski equipment** if **Yours** is temporarily lost or stolen on **Your** outward **Journey** for more than 12 hours from when **You** arrived at **Your** destination.

Loss, theft or damage of Ski equipment

- **We** will pay up to the amount shown in **Your** summary of cover in total for **Your Ski equipment** and/or **Ski equipment** **You** hire or are legally liable for, that is damaged, stolen, lost or destroyed on **Your Journey**.

There is also a single article limit up to the amount shown in **Your** summary of cover, whether jointly owned or not.

Note

It will be **Our** decision to pay either:

- the cost of repairing **Your** items;
- to replace **Your** belongings with equivalent items; or
- the cost of replacing **Your** items. An amount for wear, tear and **loss** of value will be deducted.

Piste closure

We will pay one of the following, if it is not possible for **You** to ski or snow board at **Your** pre-booked ski resort, because the ski-lifts and ski-schools that **You** are due to Use are closed as a result of adverse weather conditions.

- Up to the amount shown in **Your** summary of cover for each full day in total for the cost of extra transport or lift passes to let **You** ski or snow board at another resort; or
- Up to the amount shown in **Your** summary of cover for each full day in total if no other resort is available.

Avalanche closure

We will pay up to the amount shown in **Your** summary of cover in total for the cost of extra transport and accommodation costs **You** need to pay to get **You** to **Your Journey** destination or back **Home** because of an avalanche in **Your** resort.

Continued physiotherapy

We will pay up to the amount shown in **Your** summary of cover in total, for costs to continue physiotherapy treatment in **Your Home** country for an injury sustained whilst taking part in **Winter sports** during **Your Journey**.

Inability to ski due to an accident

We will pay up to the amount showing in **Your** summary of cover if **You** are unable to ski following a skiing accident but are not hospitalised.

What You Are Not Covered For

Under Ski pack

- Anything mentioned under the heading 'What You Are Not Covered For' within Cancellation or curtailment charges - Section 1.
- Anything mentioned under the heading 'What You Are Not Covered For' within Emergency medical and associated expenses - Section 2.

Under Ski equipment

- Anything mentioned under the heading 'What You Are Not Covered For' within Personal possessions - Section 5.

Under Piste closure

- Any compensation for the first full 24 hours at **Your** booked ski resort.
- Any **Journey** in **Your Home** country.
- Any claim unless **You** have a letter from the ski-lift or ski- school operators giving the reason for closing the piste and showing the number of days the piste was closed during **Your journey**.
- Compensation which **You** can get from **Your** tour operator or anywhere else.
- Costs if the ski-lifts or ski-schools in **Your** pre-booked resort were closed when **Your** Policy or travel tickets for **Your Journey** Were issued, if this is less than 14 days before the beginning of **Your journey**.
- Any **Journey** that takes place outside a recognised ski resort or the official resort opening dates.

Under Continued physiotherapy and under Inability to ski due to an accident

- Anything mentioned under the heading 'What You Are Not Covered For' within Emergency medical and associated expenses - Section 2.

Please also refer to [General exclusions, Conditions and Making a claim](#).

Adventurous/Winter sports activities

The following pages show how We categorise various adventurous/Winter sports activities according to the cover We are able to provide.

- Activities listed as 'Included as Standard' in the table below are automatically covered.
- Activities listed as 'Winter sports option' are only covered when the appropriate additional premium has been paid. Please contact esure Customer Service on 0345 045 8000 to add these cover options.

Activity	Category	Conditions
Abseiling	Included as Standard	Professionally organised only
Aerobics	Included as Standard	
Amateur athletics	Included as Standard	Non-professional tournament/ competition only
Angling	Included as Standard	
Archery	Included as Standard	
Badminton	Included as Standard	
Banana boating	Included as Standard	
Baseball	Included as Standard	
Basketball	Included as Standard	
Battle re-enactment	Included as Standard	Professionally organised only. No live ammunition
Beach games	Included as Standard	
Bigfoot skiing	Select Winter Sports Option	
Boardsailing/windsurfing	Included as Standard	
Body boarding/boogie boarding	Included as Standard	
Bowling	Included as Standard	
Bowls	Included as Standard	
Breathing observation bubble diving (to 30 metres)	Included as Standard	
Bridge walking	Included as Standard	Only if adequately supervised & full safety equipment used
Bungee jumping	Included as Standard	
Camel riding	Included as Standard	No Personal liability cover
Canoeing and kayaking - Grade 1 rivers	Included as Standard	
Canoeing and kayaking - Grade 2 rivers	Included as Standard	
Canopy walking/tree-top walking on fixed structure walkways	Included as Standard	
Catamaran sailing	Included as Standard	No Personal liability cover
Cave tubing/river tubing	Included as Standard	
Clay pigeon shooting	Included as Standard	No Personal liability cover
Climbing (indoor)	Included as Standard	
Cookery courses	Included as Standard	

Activity	Category	Conditions
Cricket	Included as Standard	
Croquet	Included as Standard	
Cross country running	Included as Standard	
Cross country skiing	Select Winter Sports Option	
Curling	Included as Standard	
Cycling	Included as Standard	
Darts	Included as Standard	
Deep sea fishing	Included as Standard	
Dinghy sailing	Included as Standard	No Personal liability cover
Dog sledding	Included as Standard	
Dragon boating	Included as Standard	No Personal liability cover
Education work (not qualified as a teacher)	Included as Standard	No Personal liability cover
Elephant trekking	Included as Standard	Professionally organised only. No Personal liability cover
Fell walking	Included as Standard	
Fencing	Included as Standard	
Fishing	Included as Standard	
Fives	Included as Standard	
Gaelic football	Included as Standard	
Glacier walking up to 4,000 metres	Select Winter Sports Option	
Go-karting	Included as Standard	No Personal liability cover
Golf	Included as Standard	Non-professional tournament/ competition only
Gymnastics	Included as Standard	Non-professional tournament/ competition only
Handball	Included as Standard	
Hiking (below 2,500 metres)	Included as Standard	
Horse riding (not polo, jumping or hunting)	Included as Standard	
Hot air ballooning	Included as Standard	Professionally organised and as a passenger only
Hurling	Included as Standard	
Ice curling	Included as Standard	
In-line skating	Included as Standard	Non-professional tournament/ competition only
Ice skating	Included as Standard	
Jet biking	Included as Standard	
Jet skiing	Included as Standard	
Jogging	Included as Standard	

Activity	Category	Conditions
Kayaking and canoeing - Grade 1 Rivers	Included as Standard	
Kayaking and canoeing - Grade 2 Rivers	Included as Standard	
Korfball	Included as Standard	
Langlauf	Select Winter Sports Option	
Marathon running	Included as Standard	Non-professional tournament/competition only
Mono skiing	Select Winter Sports Option	
Motor cycling	Included as Standard	No Personal liability cover. Other limits apply
Mountain biking (recreational)	Included as Standard	Recognised routes only. No competitions/downhill racing. No Personal liability cover
Netball	Included as Standard	
Off piste skiing	Select Winter Sports Option	Only areas considered safe by local resort management
Off piste snowboarding	Select Winter Sports Option	Only areas considered safe by local resort management
Orienteering	Included as Standard	
Paintballing	Included as Standard	Only if eye protection worn. No Personal liability cover
Parascending over water	Included as Standard	
Pony trekking	Included as Standard	
Pool	Included as Standard	
Racketball	Included as Standard	
Rackets	Included as Standard	
Rafting	Included as Standard	
Rambling	Included as Standard	
Refereeing	Included as Standard	Amateur basis only
River tubing (no white water)	Included as Standard	
Ringos/doughnuts	Included as Standard	
Roller blading/skating	Included as Standard	
Rounders	Included as Standard	
Rowing	Included as Standard	
Running (not long distance)	Included as Standard	
Safari (no guns)	Included as Standard	Professionally organised tour operator only
Safari trekking in a vehicle	Included as Standard	Professionally organised tour operator only
Sail boarding	Included as Standard	No Personal liability cover

Activity	Category	Conditions
Sailing/yachting (within 12 miles of coastline)	Included as Standard	No Personal liability cover
Sand boarding	Included as Standard	
Sand dune surfing/skiing	Included as Standard	
Scuba diving (up to 18 metres depth)	Included as Standard	No solo dives. If qualified or with an instructor
Shooting (not big game)	Included as Standard	No Personal liability cover
Skate boarding	Included as Standard	
Ski biking/snow biking	Select Winter Sports Option	
Ski blading/snow blading	Select Winter Sports Option	
Skiing	Select Winter Sports Option	
Skiing – off piste	Select Winter Sports Option	Only areas considered safe by local resort management
Sledging/sleighing	Select Winter Sports Option	
Sleigh riding as a passenger	Included as Standard	
Small bore target shooting	Included as Standard	
Snooker	Included as Standard	
Snorkelling	Included as Standard	
Snowboarding	Select Winter Sports Option	
Snowboarding – off piste	Select Winter Sports Option	
Softball	Included as Standard	
Squash/rackets	Included as Standard	
Street dancing	Included as Standard	
Surfing	Included as Standard	Non-professional competition. No Personal liability cover
Swimming	Included as Standard	
Swimming with dolphins	Included as Standard	Professionally organised only
Swimming with stingrays	Included as Standard	Professionally organised only
Sydney harbour bridge walk	Included as Standard	Only if adequately supervised & full safety equipment used
Table tennis	Included as Standard	
Tall-ship crewing	Included as Standard	
Teacher (not qualified)	Included as Standard	No Personal liability cover
Tennis	Included as Standard	
Tenpin bowling	Included as Standard	
Tobogganing	Select Winter Sports Option	
Trampolineing	Included as Standard	
Trekking/walking/hiking (up to 2,500 metres)	Included as Standard	

Activity	Category	Conditions
Tug-of-war	Included as Standard	
Ultimate frisbee	Included as Standard	
Volleyball	Included as Standard	
Wake boarding	Included as Standard	No Personal liability cover
Walking	Included as Standard	
War games	Included as Standard	Only if eye protection worn. No Personal liability cover
Water polo	Included as Standard	
Water skiing/water ski jumping	Included as Standard	No competitions. No Personal liability cover
White water rafting	Included as Standard	
Windsurfing	Included as Standard	Non-professional competition. No Personal liability cover
Yoga	Included as Standard	
Zip lining/zip wiring	Included as Standard	
Zorbing	Included as Standard	Only if adequately supervised & full safety equipment Used

Regulatory information

esure Travel Insurance is sold and administered by esure Services Limited who are registered in England and Wales number 2135610 at The Observatory, Reigate, Surrey, RH2 0SG, and who are authorised and regulated by the Financial Conduct Authority number 312063.

Sections 1-15 and 17 of esure Travel Insurance are underwritten by AWP P&C SA and administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD.

AWP Assistance UK Ltd are authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority. Allianz Global Assistance acts as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.

Hood Travel Limited acts as an agent for AWP P&C SA for the receipt of customer money and handling premium refunds. Hood Travel Limited is registered in England No. 08318836 at 1st Floor Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2JY.

Hood Travel Limited is authorised and regulated by the Financial Conduct Authority under Financial Services Register no. 597211.

Section 16 of esure Travel Insurance is underwritten by certain underwriters at Lloyd's and is administered by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR United Kingdom.

International Passenger Protection Limited and certain underwriters at Lloyd's are authorised and regulated by the Financial Conduct Authority

Key contact numbers

Customer Service

0345 045 8000

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)208 603 9961

Travel Claim line (Monday - Friday 8am-6pm)

0345 601 6194

If you have a hearing or speech impairment, you can also contact us by Typetalk. To contact Us by Tyeptalk, simply prefix the number 18001 to any of our numbers.

Calls may be monitored and recorded for security and service quality.

You could **save money** by switching to esure car insurance

Buy online anytime at **esure.com** or **call us now** on:

Car Insurance
0345 045 1000

Multicar Insurance
0800 434 6764