

*& home  
legacy*

*Ultra Portfolio*

## ***Useful numbers***

Home & Legacy Insurance Services Ltd	<b>T</b>	<b>0844 893 8360</b>
	<b>F</b>	<b>0844 893 8386</b>
Emergency Property Assistance	<b>T</b>	<b>0845 070 1128 – press option 3</b>
<b>Multi Trip Travel Insurance</b>		
Emergency Medical Assistance	<b>T</b>	<b>+44(0)1243 621156</b>
Other Claims	<b>T</b>	<b>+44(0)1243 621386</b>
Legal and Identity Theft Advice	<b>T</b>	<b>0845 070 1128 – press option 1</b>
Legal and Identity Theft Claims	<b>T</b>	<b>0845 070 1128 – press option 2</b>

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## **About your Insurances**

**Parts A-D and Part F of *Ultra Portfolio*** are underwritten by AXA Insurance UK plc, a member of the AXA Group of Companies. Registered in England No 78950, Registered Office: 5 Old Broad Street, London EC2N 1AD. FSA register No. 202312.

**Part E of *Ultra Portfolio*, Section 1 and Section 2** is underwritten by Great Lakes Reinsurance (UK) PLC, Registered in England and Wales No. 2189462, Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ, United Kingdom.

**Part E of *Ultra Portfolio*, Section 3** is underwritten by Europ Assistance Insurance Limited, Registered in England and Wales No. 01708613, Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN, United Kingdom.

The insurers are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## **About Home and Legacy Insurance Services Limited**

Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB. Registered in England No. 3007252. Authorised and regulated by the FSA. Our FSA Register number is 307523 and our permitted business is advising on, and arranging general insurance contracts

Please note that telephone calls may be recorded and/or monitored



This **Ultra Portfolio**, dated 1st July 2008 has been specially designed for higher net worth individuals and their families. It provides **you** with great coverage available whilst remaining competitive in price. This **Ultra Portfolio** has **six Parts**, and **your** selection of **Parts** is set out in the **Schedule**. The **Parts** are as follows:

- Part A – Buildings – the building of the home, outbuildings and outdoor items**
- Part B – Contents – general household contents**
- Part C – Fine Art – fine art, gold, silver, gold and silver plate, antiques and other collectibles of every description.**
- Part D – Personal Possessions – jewellery, watches, furs, money, and credit cards.**
- Part E – Family Legal Protection, Emergency Property Assistance and Identity Fraud**
- Part F – Multi Trip Travel**

Please carefully check **your** current **schedule** to see which of the above **Parts** are in force.

Many of the words and phrases used in insurance have a special meaning, and on **pages 52 to 56** of this **Ultra Portfolio** we have defined a number of words, the meanings of which could affect **your** rights under this **Ultra Portfolio**. Where a word or phrase appears in **bold** type please refer to the definition. References to page numbers that appear in **bold** type refer to the corresponding page.

Both **we** and the **Insurers** look forward to being of continuing service to **you**.

### **Your Ultra Portfolio**

**We** on **your** behalf have arranged a policy or series of policies where the **Insurers** agree, to the extent and in the manner set out in this **Ultra Portfolio** to pay to **you** any loss or damage which **you** may suffer during the **Period of insurance** to the extent and on the conditions set out in each policy. In some circumstances **Insurers** will, for accidents for which **you** are legally responsible, pay to **you** or on **your** behalf to some other person the amount of **your** legal liability to that person.

The proposal form(s) and declaration(s) signed and dated by **you** or Statement of Facts, whichever is completed will have been relied upon by **us** in arranging, and the **Insurers** in deciding whether to insure **you** for those types of loss specified in this **Ultra Portfolio**, the terms of the acceptance of **your** proposal and the amount of premium payable by **you**. The signed and dated proposal form or Statement of Facts is an integral and crucial part of this **Ultra Portfolio** and if it is misleading by giving incorrect or incomplete facts the **Insurers** may declare the insurance void. **You** should therefore take the greatest care to ensure not only that the proposal form is complete or information that you provide us is accurate to the best of your knowledge and belief, but also that **you** have not withheld, any fact which may have some effect upon the terms on which **Insurers** accept **your** proposal.

### **Finding Your Way Around Your Ultra Portfolio**

All insurances contain general conditions, general exclusions and cancellation clauses, which apply to all **Parts**. These are set out on **pages 6 to 8**. It is important that **you** read these.

The insurance coverage **you** have selected is set out in the **Schedule(s)** which **you** should keep in the front of **your Ultra Portfolio**. Amongst other things, these tell **you** which **Parts** are in force and make up **your Ultra Portfolio**. The **Parts** are lettered A through to F and **you** can find the **Parts** **you** have selected by looking at the Guide to sections on **page 1**.

#### **Financial Services Compensation Scheme (FSCS)**

**We**, together with **your Insurers**, are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we**, or **your Insurer**, cannot meet **our** obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS – [www.FSCS.org.uk](http://www.FSCS.org.uk)

***Complaints Procedure***

Despite the efforts of ourselves and the **Insurers** to provide **you** with a clear understanding of **your** rights and obligations under this **Ultra Portfolio** occasionally **you** may have a complaint, and upon hearing from **you** with a complaint **we** shall in the first instance investigate this and endeavour to resolve it to **your** satisfaction.

Should **you** wish to make a complaint, please direct it to the Compliance Manager, stating **your** policy number, to the following address:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard, Lower Ground Floor,  
Milton Keynes, Buckinghamshire, MK9 2LA.

**We** will always confirm receipt of **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** are unable to do so, **we** will let **you** know when the answer can be expected.

In the unlikely event **you** are still not satisfied, then please write to your **Insurer** at the address shown on the reverse of your **Schedule**. Your **Insurer** will then investigate your problems.

If **you** have received a final response and **you** are still dissatisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **you** have been provided with written confirmation that **your Insurers** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:  
Insurance Division, Financial Ombudsman Service,  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Tel: 0845 080 1800  
Fax: 020 7964 1001

Please note **you** have 6 months from the date of the **Insurer's** final response in which to refer **your** complaint to the Ombudsman. Referral to the FOS will not affect **your** right to take legal action against **us** or the **Insurers**.

## What to do in the event of a Claim Parts A-D

1. Begin by checking the **schedule** and relevant **Part** and **section** of this **Ultra Portfolio** to ensure that **your** loss is insured.
2. If **emergency** work needs to be done to prevent further damage, **you** should arrange for it to be done immediately. If possible, use the **Home & Legacy Helpline Tel No 0845 070 1228** and **press Option 4** – see **Part E Section 2**. Keep the bills because **you** may need them as part of **your** claim. For non-emergency work, obtain two estimates and send them to **us**.
3. If an event occurs which may give rise to a claim against **you** please refer to the very important requirements of General Condition 8 on page 6
4. Telephone **us** or your insurance broker if **you** have any queries. **We** can help **you**, and **we** shall provide a claim form. Home and Legacy can be notified of a claim on **0844 893 8360**.
5. Complete the claim form.
6. **Insurers** must be given a reasonable opportunity to inspect the damage and approve estimates for permanent repairs or other work **BEFORE WORK BEGINS**. **Insurers** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **you** or **your** insurance advisers. If this procedure is not necessary **Insurers** will tell **you** what information they need.
7. If, at the time of any loss covered by this **Ultra Portfolio**, the loss is also covered whether in whole or in part by another policy or policies of insurance, then **you** are entitled to claim first under this **Ultra Portfolio**. **You** must however tell **us** about any other insurances and, in exchange for payment, assist **Insurers** to claim any available contribution towards the loss from other Insurers concerned.
8. If, following an insured event, **you** have a potential claim under more than one **Part** or **Section** of this policy, then **you** can choose to recover under whichever one **Section** or **Part** gives **you** the largest recovery.

### Part E – Section 1 and Section 2

**You** must tell **us** about a claim as soon as possible and certainly within 180 days of the event giving rise to a claim. **You** must do this by telephoning the Legal Helpline on **0845 070 1228** – **Press Option 2**. Delay may also prejudice **your** legal position.

A legal counselling and legal advice telephone service is available 24 hours a day, 365 days a year. The helpline service may be used to discuss any private legal or medical problems 24 hours a day, 365 days a year (Tax advice is available between 9am to 5pm Monday to Friday). Simply telephone **0845 070 1228**, **Press Option 1**. The service is there to help **you**. Do not hesitate to make full use of it!

### Part E – Section 3

Telephone the Home Emergency Property Assistance Helpline on **0845 070 1228**, **Press Option 3** and provide details of the problem.

All requests for assistance must be made to the **helpline** and not to the **contractor** direct otherwise the claim will not be covered. The **helpline** will discuss with **you** the assistance **you** require and obtain a suitable **contractor** provided that the work is not prevented by any of the following:

- a. adverse weather conditions;
- b. industrial disputes (official or otherwise);
- c. failure of the public transport system, including the road and railway networks and repairs to them; or
- d. other circumstances preventing access to the **home** or making it impractical to carry out the necessary work.

The **helpline** and the **contractor** will have reasonable discretion as to when and how work is undertaken.

An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services.

### Part F

**You** must notify **Insurers** preferably by phone using the numbers shown below, depending on the type of claim:

#### All Claims except Legal expenses

Write to CEGA Group Limited, PO Box 12, Chichester, PO19 1FS or telephone **+44 (0) 1243 621386** between 9am and 5pm Monday to Friday requesting a claim form.

#### Legal expenses only

Telephone AXA Assistance on **+44 (0) 1737 815201** or Fax **+44 (0) 1737 815882**. You can call 24 hours a day.

Please see the Claims Conditions specific to **Part F** Multi Trip Travel Insurance on page 41 of **your Ultra Portfolio**

#### Medical Assistance whilst abroad

Contact CEGA on telephone no. **+44(0) 1243 621156**

These Conditions are especially important terms of the contract(s) between **you** and **Insurers**. They apply to every **Part** of this **Ultra Portfolio**. **You** must comply with the following conditions to have the full protection of this policy. If **you** do not comply with them **Insurers** may at their option cancel the policy or refuse to deal with **your** claim or reduce the amount of any payment.

**1** **You** must notify **us** as soon as possible of any change of circumstances which may affect this insurance and in particular any of the following:

- Change of address
- Structural alteration to **your home**
- if **you** intend to sub-let **your home**
- if **you** intend to use **your home** for any reason other than private residential purposes
- if **your home** will not be lived in by **you** or **your** domestic staff.
- any changes to the sums **you** need to insure as a result of additions, alterations, improvements, and new acquisitions. Cover is provided automatically as follows:

**Part A – Buildings** for up to 20% of the **sum insured**

**Part B – Contents** for up to 20% of the **sum insured**

**Part C – Fine Art** for up to 25% of the **sum insured**

**Part D – Personal Possessions** for up to 20% of the **sum insured**

provided you notify **us** within 60 days of any addition, alteration, improvement or acquisition. See **Part A Section 3** Page 10, **Part B Section 18** Page 17, **Part C Section 4** on page 22 and **Part D Section 4** Page 24

We must be notified as soon as possible if **you** or **your** domestic staff have been:

- a) declared bankrupt or
- b) have been
  - convicted of or
  - received a police caution for or
  - charged with but not yet tried for any offence other than a driving offence.

We will then advise **you** of any change in the terms of your insurance.

**2** The premium **you** pay is based on the **sum insured**. It is therefore important that **you** at all times keep the **sum insured** up-to-date as set out below:

**Buildings**

The estimated cost of re-building the **buildings** on the assumption that they were all completely destroyed. (**You** do need to include fees to architects, surveyors, consulting engineers and the like and the costs of clearing the site and making it safe, plus potential loss of rent or additional rental costs).

**Outdoor Items**

The cost of replacing them as new.

**Contents**

The cost of replacing them as new.

**Fine art, Gold, Silver, Gold and Silver Plate and Antiques**

The current market value.

**Personal Possessions**

The cost of replacing them as new.

Inflation may make the **sum insured** inadequate. **Insurers** will therefore adjust the **sum insured** for buildings and contents each month in accordance with the movements in the following indices. No increase or decrease in premium will be due for each monthly increase but at each renewal the revised **sum insured** will be used to calculate the new premium.

**A**

**Part A Buildings**

The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

**B**

**Part B Contents**

The Government's Retail Price Index.

**Sums insured** are not adjusted for inflation as regards any other coverage. **You** should review **sums insured** regularly to reflect new purchases, extensions, improvements and changes in market values.

- 3** **You** must maintain the **buildings** in a good state of repair.
- 4** **You** must take all reasonable steps to minimise the risk of accident, injury, loss or damage.
- 5** **You** must tell **us** if your **home** is loaned or let while **you** and **your household** live or intend to live elsewhere for more than 60 consecutive days. **Insurers** may vary the terms of the insurance if this occurs.
- 6** **You** must tell **us** in advance if **you** are planning to carry out building works which are expected to cost more than £50,000 or if **you** plan to carry out any work (other than minor plumbing repair work) involving the application of heat. **You** must co-operate with **Insurers** by taking reasonable steps **Insurers** suggest to minimise the risks. **Insurers** reserve the right to amend the coverage provided by every **Part** of this **Ultra Portfolio** for the duration of these building works.
- 7** If **your** property is lost, damaged or stolen, **you** must notify the Police as soon as practicable.
- 8** If **you** become aware of any incident which might result in a claim against **you** that may be insured under **your Ultra Portfolio**, **you** must:
  - A** write to **us** as soon as possible giving full details of the incident;
  - B** send to **us** any claim, Writ, Summons, legal process or other communication about the claim immediately on receipt;

- C provide all necessary information and assistance that **Insurers** may reasonably require;
  - D not admit liability or make an offer or promise of payment without **Insurers'** prior written consent; and
  - E allow **Insurers** to defend any proceedings on **your** behalf.
- 9 **You** are free to choose the law applicable to this policy. **Your** policy will be governed by the law of England and Wales unless **you** and **Insurers** have agreed otherwise.
- 10 The contract(s) making up **your Ultra Portfolio** are not assignable.
- 11 **Insurers** may:
- A take over and deal with in **your** name the defence or settlement of any claim.
  - B take proceedings in **your** name, but at their own expense, to recover for their benefit the amount of any payment made under this **Ultra Portfolio**.
  - C unless stated otherwise, settle **your** claim on a proportionate basis if **you** have any other insurance covering the same loss, damage or liability.
- 12 **Fraud**
- You** must not act in a fraudulent manner
- If **you** or anyone acting for **you**:
- Make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect or
- a) Make a statement in support of a claim knowing the statement to be false in any respect or
  - b) Submit a document in support of a claim knowing the document to be forged or false in any respect or
  - c) Make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance
- Then:
- d) **Insurers** shall not pay the claim
  - e) **Insurers** shall not pay any other claim which has been or will be made under the Policy
  - f) **Insurers** may at **their** option declare the Policy void
  - g) **Insurers** shall be entitled to recover from **you** the amount of any claim already paid under the Policy since the last renewal date
  - h) **Insurers** shall not make any return premium
  - i) **Insurers** may inform the Police of the circumstances.
- 13 **Renewal**

If **you** pay **your** premium by instalments when **your** policy is due for renewal **we** will renew it for **you** automatically, this saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** before the policy expires with full details of **your** next year's premium and policy conditions.

If **you** do not want to renew this policy please let **us** know.

Should the **Insurers** decide that they will not renew **your** policy **we** will notify **you** in writing prior to the renewal date.

The automatic renewal process only applies if premium is paid by instalments.

#### 14 Cancellation

**We** want **you** to be happy with **your Ultra Portfolio**. If, having examined **your** insurance documentation, **you** decide not to proceed, **you** may cancel the insurance, within 14 days of receipt of this documentation. On receipt of **your** notice, **we** will refund the premium in full. If you choose not to proceed within this 14 day period, you will be unable to submit a valid claim. To cancel, **you** must tell **us** by writing to **us** at:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard, Lower Ground Floor,  
Milton Keynes, Buckinghamshire, MK9 2LA.

However, **you** may still cancel this **Portfolio** at any time after this 14 day period subject to the following:

If there has been no claim or incident likely to give rise to a claim during the current **period of insurance** the **Insurer** will calculate the proportionate premium for the period **you** have been insured and refund any balance due.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no premium refund will be given.

If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance** **you** must continue with the instalment payments. Alternatively, **the insurer** will deduct outstanding instalments from any claim payment that may be due to **you**.

No refund of premium will be made under a monthly instalment plan.

**The Insurer** reserves the right to cancel this **Portfolio** immediately in the event of non-payment of the premium or default by **you** under a monthly instalment plan.

**The Insurer** may also cancel the **Portfolio** by sending 14 days notice by recorded delivery to **you** at **your** last known address.

Provided that there has been no claim or incident likely to give rise to a claim during the current **period of insurance** **the Insurer** will calculate the proportionate premium for the period **you** have been insured and refund any balance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no premium refund will be given.

1. The following exclusions apply to all coverage provided by every **Part** of this **Ultra Portfolio** despite anything to the contrary stated elsewhere in this **Ultra Portfolio**.

**A** This **Ultra Portfolio** does not insure any destruction of or loss or damage to property, any consequential loss or any legal liability which is directly or indirectly caused by or contributed to or arises from:

- (a) Ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component; or
- (c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power.
- (d) Pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).
- (e) Deliberate acts of **you** or adult members of **your household**.
- (f) Pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected **event** which occurs in its entirety at a specific time and place during the period of insurance.

**B** This **Ultra Portfolio** does not cover loss or damage caused by wear and tear or gradual deterioration.

**C** In no circumstances shall **Insurers** be liable for any consequential losses of any kind.

**D Parts A to E**

This **Ultra Portfolio** does not cover loss or damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to **you** or not) to correctly recognise or respond to any date whether occurring before, during or after the year 2000.

Applicable to all Sections except  
- Part A, Section 8  
- Part B, Sections 20 and 21

**Part F**

**Insurers** will not cover **you** for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the following:

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 true or correct date, or to continue to function correctly beyond that date (except under **Sections 1 and 3** of this **Part**).

**2 Parts A to D only**

**Insurers** will not pay for any loss or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical force or contamination and/or threat thereof by any person or group of persons 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 and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot attending a strike civil commotion and malicious damage are not excluded hereunder.

This only applies in respect of **Parts A to D** of this **Ultra Portfolio**

**3** Each **Part** of this **Ultra Portfolio** contains specific exclusions. **You** should refer to the **Parts** of this **Ultra Portfolio** for the details of these.

If this **Part** is in force, **Insurers** will cover the **risks** set out below, subject to the exceptions set out below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **Schedule** and **Endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **Parts** are set out on **pages 6 to 8**.

*Definitions*

Where a word or phrase appears in **bold** type please refer to the definitions on **pages 46 to 50**.

**Basis of Settlement**

**Your** claim will be settled on the appropriate basis set out below.

**Insurers** will pay the cost of rebuilding or repair if rebuilding or repairs are carried out. If the repair or replacement is not carried out **Insurers** will pay the reduction in market value resulting from the loss or damage, but not exceeding what it would have cost to repair or replace. If the market value of a similar property in the same locality exceeds the rebuilding cost of the **building** concerned and the local authority refuses permission to rebuild, **Insurers** will pay the market value up to 150% of the **sum insured** of the **Buildings** as shown in the **schedule**.

**Insurers** will not pay for the cost of repairing or reinstating any undamaged part of the **Buildings** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. **Insurers** will pay for a replacing the undamaged parts of a bathroom suite or fitted kitchen where replacements to the damaged parts cannot be found.

**Outdoor Items**

**Insurers** will at their option repair, or pay **you** the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation.

**Franchise**

If **you** suffer a loss which is covered under **Parts A to D** and the total loss recoverable under those **Parts** exceeds the **Franchise**, then **Insurers** will disregard any **Deductibles** that would otherwise apply.

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 1.**

All risks of physical loss or damage to **buildings**

**Section 1.**

- (i) The amount of the **deductible** shown in **your schedule**
- (ii) Loss or damage caused by:
  - (a) gradual emission of smoke
  - (b) aridity, humidity; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; insects; wet or dry rot
  - (c) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
  - (d) wear tear and gradual deterioration;
  - (e) chewing, fouling, scratching, or tearing by any animal;
  - (f) felling or lopping of trees;
  - (g) flood or storm to fences, gates, hedges or trees, shrubs, lawns and plants growing in the open;
  - (h) rising ground water levels;

**Insurers cover you for the risks set out below:****Insurers do not cover:****Section 2.  
Outdoor items**

Loss of or damage to **outdoor items** directly caused by any of the **risks** described in **Section 1** of this **Part**, whilst they are in the open but within the **home**. Coverage under this **section** in respect of loss or damage to trees, shrubs, plants and lawns is limited to £2,500 for any one tree, shrub or plant and is subject to a maximum **sum insured** equal to 10% of the amount insured under **Section 1** of this **Part** any one **event** unless a higher **sum insured** is stated on the **schedule**.

**Section 3.  
Additions, Alterations and Improvements**

If **you** wish to increase the insured amount under this **Part** to cover new additions, alterations or improvements, **you** may do this by notifying **us** within 60 days of such property being

- (i) pressure of snow to domestic outbuildings which are not of **standard construction**, fences, gates, or hedges
- (j) theft or attempted theft when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends unless forcible and violent means are used to enter or leave the **buildings**
- (iii) Subsidence or ground heave of the site on which the **buildings** stand or landslip:
  - (a) caused by coastal or river bank erosion, normal settlement, shrinkage or expansion
  - (b) to drives, footpaths, garden walls, fences, gates, hedges, trees, lawns, patios, terraces, tennis courts or swimming pools, unless the **home** is damaged by the same cause at the same time
  - (c) arising from construction, alteration repair or demolition, the use of defective materials, defective design or faulty workmanship
  - (d) to solid floors unless an adjacent load bearing wall of the building concerned is damaged at the same time
- (iv) Loss or damage when **your home** is **unoccupied** caused by:
  - (a) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** are kept heated to a temperature of at least 10°C or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
  - (b) escape of oil from any fixed domestic heating system
  - (c) vandalism
  - (d) accidental damage
  - (e) theft or attempted theft
  - (f) the cost of maintenance and routine decoration

**Section 2.  
Loss or damage caused by:**

- (i) Flood or storm;
- (ii) **Risks** and any sums excluded under this column in **Section 1** of this **Part**.
- (iii) Frost to trees, shrubs, plants and lawns.

**Insurers cover you for the risks set out below:**

acquired up to a maximum of 20% of the **sum insured** by this **Part**. This allowance will be reinstated after every notification. **Insurers** reserve the right not to insure the additions, alterations or improvements after the 60th day. A pro rata additional premium may be payable at the **Insurer's** discretion.

**Section 4.**  
**Trace and Access**

If water or oil escapes from the **home** heating or water system, **Insurers** will cover the cost of removing and replacing any part of the **home** or other permanent structure necessary to repair the heating or water system. Coverage under this **Section** is limited to £15,000 for any one event outside the **home**.

**Section 5.**  
**Alternative accommodation and loss of rent**

If the **building** becomes uninhabitable as a result of any of the risks covered under **Section 1** of this **Part** **Insurers** will pay for rent which becomes irrecoverable by **you** as a landlord and additional costs of reasonable alternative accommodation for **your household** (including the necessary cost of temporary storage of **your** furniture) for a period not exceeding 2 years.

**Section 6.**  
**Compulsory Evacuation**

If a local authority prohibits **you** from living in **your home** as a direct result of damage to a neighbouring property by a risk covered under **Section 1** of this **Part**, **Insurers** will pay the reasonable additional costs of similar accommodation for **you** and **your** domestic pets and horses, along with any rent **you** would have received for a period of up to 30 days from the date of compulsory evacuation.

**Section 7.**  
**Fees and other expenses**

If **you** necessarily and reasonably incur additional expenses of the types set out below following an insured loss under this **Part**, **Insurers** will pay, in addition to the **sum insured** by this **Part**, up to 25% of the **sum insured** for the following:

- (A) Fees of architects, consulting engineers, surveyors and the like.
- (B) The cost of removing debris, and making the site and the **buildings** safe, including shoring up.
- (C) Any additional costs caused by an unavoidable requirement to comply with any government or municipal requirements following damage unless **you** had been given notice of the requirements before the insured event occurred.

**Insurers do not cover:****Section 4.**

- (i) Loss or damage to the heating or water system
- (ii) Loss caused by **risks** and sums excluded under **Section 1** of this **Part**

**Section 5.**

Loss caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Section 6.**

The amount of the **deductible** shown in **your schedule**.

**Section 7. (A) to (C)**

Expenses **you** incur in preparing a claim against the **Insurer**.

**Insurers cover you for the risks set out below:****Insurers do not cover:****Section 8.****Your liability to others as property owner**

Insurers will pay up to £5,000,000 any one claim or series of claims arising from one event or one source or original cause for:

- (A) Sums including costs agreed between us in writing which **you** become legally liable to pay to others, but only as a result of **you** being the owner of the **Buildings**, for accidental damage to property or death or **bodily injury** to any person, where the accident giving rise to the claim against **you** occurred during the **period of insurance**.
- (B) Sums including costs agreed between **us** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the former owner of **your** previous home owned by **you**, for accidental damage to property or death or **bodily injury** to any person. This includes sums which you may become legally liable to pay under s.3 of the Defective Premises Act 1972.
- (C) Solicitors' fees for:
- Representation at any coroner's inquest or fatal accident enquiry.
  - Defence in any court of summary jurisdiction arising out of any possible claim.

**Section 9.****Sale of Buildings**

At **your** written prior request, a purchaser who has contracted to buy the **Buildings** (or any part of them) will be given the benefit of **Section 1** of this **Part** until Completion (or expiry of the **Ultra Portfolio** if earlier), provided that if the purchaser has also insured his purchase, the Purchaser's insurance will pay first and this **Part** only in excess of that insurance.

**Section 10.****Criminal assault**

Insurers will pay up to £15,000 towards the cost of upgrading **your** security systems following a physical criminal assault at **your home**.

**Section 11.****Disability through injury**

Insurers will pay up to £50,000 towards the cost of reasonable and necessary alterations to **your home** if **you** or a member of **your household** become permanently physically disabled as a result of injury during the **period of insurance**.

**Section 8. (A) and (B)**

For liability:

- (i) arising out of any deliberate act.
- (ii) arising out of **your business** or that of any member of **your household**.
- (iii) arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract.
- (iv) for damage to property owned by **you** or a member of **your household**.
- (v) for injury to domestic staff.
- (vi) for the cost of putting right any defects in any **building**.

If this **Part** is in force, **Insurers** will cover the **risks** set out below, subject to the exceptions set out below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **Schedule** and **Endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **Parts** are set out on **pages 6 to 8**.

*Definitions*

Where a word or phrase appears in **bold** type please refer to definitions on **pages 46 to 50**.

**Basis of Settlement**

**Insurers** will at their option repair, or pay you the cost of replacing the lost or damaged property, without deduction for wear, tear or depreciation.

**Insurers** will pay for the cost of repairing or reinstating any undamaged part of the **Contents** which forms part of a suite or part of a common design or function if the damage is restricted to a specific part or a clearly defined area. Following payment of a total loss from an item, pair or set, **Insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

**Insurers** will not pay more than £5,000 in respect of damage caused by pets.

**Insurers** will not pay more than £10,000 in respect of gold, silver, gold and silver plated articles, **personal possessions** and **outdoor items** under this **Part** of the **Ultra Portfolio**. Coverage in excess of this amount must be specifically insured under **Part A C** or **D** of this **Ultra Portfolio**.

**Insurers** will not pay more than £20,000 in respect of **Business Property** under this **Part** of the **Ultra Portfolio**.

**Insurers** will not pay more than £1,000 in respect of **money** under this part of the **Ultra Portfolio**. Coverage in excess of this amount should be specifically insured under **Part D** of this **Ultra Portfolio**.

**Franchise**

If you suffer a loss which is covered under **Parts A** to **D** and the total loss recoverable under those **Parts** exceeds the **Franchise**, then **Insurers** will disregard any **Deductibles** that would otherwise apply.

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 1.  
Contents**

All risks of physical loss or damage to **contents** whilst anywhere in the world.

**Section 1.**

- (i) The amount of the **deductible** shown in your **schedule**
- (ii) Loss or damage caused by:
  - (a) gradual emission of smoke
  - (b) aridity, humidity; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; insects; wet or dry rot
  - (c) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
  - (d) wear tear and gradual deterioration
  - (e) magnetic or electrical fields
  - (f) felling or lopping of trees
  - (g) rising ground water levels
  - (h) accidental damage and theft or attempted theft unless forcible and violent means are used to enter or leave the **buildings** when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 2.  
Food in Freezers**

Loss of or damage to the contents of **your** domestic freezer at **your home** caused by a defect in **your** freezer or by a failure of the mains electrical or gas supply.

**Section 3.  
Computer records**

If personal or **business** records or facts stored in **your** computer or laptop are lost **Insurers** will pay for the cost of retrieving or reconstructing the records or facts onto **your** computer or laptop. Coverage under this **Section** is limited to £5,000 any one **event**.

- (iii) Loss or damage resulting from subsidence or ground heave or landslip which has been caused by coastal or river bank erosion
- (iv) Loss or damage to:
  - (a) discs, tapes, computer software or records other than as specifically insured under **Section 3** of this **Part** of the **Ultra Portfolio**
  - (b) property more specifically insured elsewhere
  - (c) property primarily used for business purposes other than **business property**
  - (d) animals and plants
  - (e) property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
- (v) Loss or damage when **your home** is **unoccupied** caused by:
  - (a) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** are kept heated to a temperature of at least 10°C or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
  - (b) escape of oil from any fixed domestic heating system
  - (c) vandalism
  - (d) accidental damage
  - (e) theft or attempted theft
- (vi) Loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectible irrecoverable or irredeemable for any reason
- (vii) Depreciation in value of **contents**
- (viii) Consequential loss

**Section 2.**

- (i) The amount of the **deductible** shown in **your schedule**
- (ii) Loss or damage
  - (a) caused by the deliberate act of any gas or electricity supplier;
  - (b) occurring when the **home** has become **unoccupied**;

- (iii) Food held for **business** purposes.

**Section 3.**

Loss or damage:

- (i) to any software, hardware or materials on which the information is recorded including disks and tapes.
- (ii) resulting from an error in computer programming or instruction to **your** computer or laptop.
- (iii) caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 4.**

**Glass and sanitary ware**

**A**

Accidental breakage of windows (including the cost of replacing double glazing units), other glass, sanitary ware, ceramic hobs and solar panels for which **you** are responsible as tenant, provided that any item broken is permanently fixed to the **Buildings**.

**B**

Accidental breakage of mirrors and fixed glazing and glass tops of furniture and ceramic hobs whilst in the **building** but not permanently fixed to them.

**Section 5.**

**Rent**

Rent for which **you** are liable as tenant or licensee if the **building** becomes uninhabitable because of the operation of a **risk** insured under **Section 1** of this **Part** for a period not exceeding 2 years.

**Section 6.**

**Alternative accommodation**

The additional cost of reasonable alternative accommodation necessarily arranged by **you** as tenant (including the necessary cost of temporary storage of **your** furniture), but not as owner, if the **buildings** become uninhabitable because of the operations of a **risk** insured under **Section 1** of this **Part** for a period not exceeding 2 years.

**Section 7.**

**Replacement of external locks and keys**

If **you** lose the keys of the external doors, windows or alarms of the **building** or of safes, **Insurers** will pay the cost of replacing locks to the external doors, windows, safes or alarms concerned.

**Section 8.**

**Fatal injury**

If **you** or any member of **your household** are victims of injury, whilst at the **home**, of robbery, burglary or fire; and within 12 months, the injuries received prove fatal, **Insurers** will pay £50,000 in respect of each such fatal injury.

**Section 4.**

**A**

- (i) The amount of the **deductible** shown in **your schedule**.
- (ii) Any loss that is insured under **Part A** of **your Ultra Portfolio**.

**B**

- (i) The amount of the **deductible** shown in **your schedule**.

**Section 5.**

Loss caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Section 6.**

Loss caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Section 7.**

The amount of the **deductible** shown in **your schedule**.

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 9.**

**Religious Festivals and Wedding Gifts**

The **sum insured** under **Parts B and C** of this *Ultra Portfolio* is increased by **25%** during the period of one month before and one month after either the wedding of **you** or a member of **your** family or a religious festival which **you** or a member of **your** family celebrate.

**Section 10.**

**Guest Personal Effects**

Loss or damage to guests **contents** caused by any of the **risks** described in **Section 1** of this **Part** whilst within the **home**. Coverage under this **Section** is limited to £10,000 any one **event**.

**Section 11.**

**Hall of Residence or Residential Care**

Loss or damage to **your contents** in any other home or halls of residence occupied by **you** whilst at university, college or school and loss or damage to **contents** belonging to a parent or grandparent of any member of your **household** whilst at a nursing home or residential care home. Coverage under this **Section** is limited to £10,000 any one **event**

**Section 12.**

**Debris Removal**

**Insurers** will pay up to £2,000 any one event for removal of debris following loss or damage to **contents** caused by any of the **risks** described in **Section 1**.

**Section 13.**

**Loss of domestic heating oil and metered water**

Loss of metered water and the cost of oil if the loss is caused by accidental damage to **your** fixed domestic water or heating installation.

The most **Insurers** will pay under this extension is **20%** of the total **sum insured** by this **Part**.

**Section 14.**

**Reward**

**Insurers** will pay a discretionary amount up to £5,000 to any individual or organisation other than **you** or the police for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a loss which is the subject of a claim under this insurance.

**Section 9.**

Loss or damage caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Section 10.**

Loss or damage:

- (i) to **contents** and **personal possessions** belonging to paying guests;
- (ii) caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Section 11.**

Loss or damage caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Section 13.**

- (i) The amount of the **deductible** shown in **your schedule**.
- (ii) Loss or damage occurring when the **home** has become **unoccupied**.

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 15.**

**Hole in One**

Insurers will pay £500 in the event of a hole in one achieved by you in an official golf competition. The score cards and certificate from your club or match secretary must be submitted to us in the event of a claim. The most Insurers will pay is £1,000 in any 12 month period.

**Section 16.**

**Deeds and Documents**

Insurers will pay up to an amount not exceeding £10,000 for the cost of replacing or reinstating deeds, bonds, securities or similar personal documents if they are lost or damaged.

**Section 17.**

**Additional Properties**

Insurers will pay up to 15% of the combined sum insured amount under Part B and Part C of this Ultra Portfolio subject to a maximum sum insured of £50,000 at any one location to cover additional Contents, Fine Art, gold, silver, gold and silver plate situated at an additional property anywhere in the world which you own or habitually live in and which is not specified in the schedule.

**Section 18.**

**New Acquisitions**

If you wish to increase the insured amount under this Part to cover new acquisitions, you may do this by notifying us within 60 days of such property being acquired up to a maximum of 20% of the sum insured by this Part. This allowance will be reinstated after every notification. Insurers reserve the right not to insure the new acquisitions after the 60th day. A pro rata additional premium may be payable at the Insurer's discretion.

**Section 19.**

**Your legal liability as Tenant or Licensee**

**A**

Sums which you become legally liable to pay to the owner of the buildings as tenant or licensee directly caused by any of the risks insured in Section 1 of this Part.

The most Insurers will pay for any one claim or series of claims arising from one event or one source or original cause under this extension is 25% of the aggregate sum insured by Part B Contents and Part C Fine Art.

**Section 16.**

Loss caused by risks and any sums excluded under Section 1 of this Part.

**Section 17.**

Loss caused by risks and any sums excluded under Section 1 of this Part.

**Section 19.**

**A**

Any legal liability:

- (a) for loss of or damage to the building caused by fire, lightning, earthquake or explosion;
- (b) arising from subsidence or ground heave of the site on which the buildings stand, or landslip;
- (c) arising from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;
- (d) arising when the home has become unoccupied;

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**B**

Sums which **you** become legally liable to pay to the owner of the **building** as tenant or licensee directly caused by accidental damage to domestic oil pipes, underground utility services, sewers or drains.

**Section 20.**

**Your liability to others**

**Insurers** will pay up to £5,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause in respect of sums, including costs, agreed between **you** and **Insurers** in writing which **you** or any member of **your household** becomes legally liable to pay to others as follows:

**A**

As occupier but not as owner of the **buildings** for accidental damage to property or death or injury where the accident giving rise to the claim occurred during the currency of this **Part**.

**B**

In **your** personal capacity (but not connected with ownership or occupation or use of the **buildings**) for accidental damage to property or death or injury where the accident giving rise to the claims occurred during the currency of this **Part**.

In addition, **Insurers** cover:

Solicitors fees for:

- representation at any coroner's inquest or fatal accident enquiry.
- defence in any court of summary jurisdiction arising out of any possible claim.

**You** may claim only under **Section 20** of this **Part** or **Section 6** of **Part F** for the same event, not both.

- (e) arising out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement;
- (f) arising from a **risk** excluded under **Section 1** of this **Part**.

**Section 20. A and B**

For:

- (i) Liability for injury to any person employed by **you**;
- (ii) Liability for loss of or damage to property which is owned by **you** or is in **your** care or belongs to or is in the care of any person employed by **you**;
- (iii) Liability arising out of:
  - (a) any transmission of any communicable disease or virus;
  - (b) **your own business** or that of any member of **your household**;
  - (c) any contract, except to the extent that the liability would have arisen in the absence of the contract;
  - (d) ownership, occupation possession or use of any land other than the **buildings**;
  - (e) any deliberate act.
- (iv) Liability arising from the ownership, possession or use of any aircraft, ship, boat (other than hand or foot propelled craft, sailboards or surfboards) or mechanically propelled vehicle other than gardening implements, tractors, trailers and caravans for domestic purposes and pedestrian controlled vehicles;
- (v) Liability for damage to property or injury to or death of anyone under a contract of service with **you** or a member of **your household**;
- (vi) Liability to any other member of **your household**;

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 21.**

**Your liability to domestic employees**

Insurers will pay up to £10,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause in respect of sums which you become legally liable to pay to domestic staff arising out of accidental injury or death caused to them and as a result of the work they are employed to do, anywhere within the **United Kingdom** or while travelling with you on temporary visits overseas.

**Section 22.**

**Irrecoverable Judgements**

Insurers will pay up to £5,000,000 for any one claim or series of claims arising from any one event or one source or original cause if within 3 months of a final judgement of a **United Kingdom** Court for damages (including taxed costs) given in your favour, and arising from your claim for death, injury or damage to your property, you still have not been paid in full, then if:

- (a) no further appeal is possible, and
- (b) had the position of you and the Defendant been reversed, then your liability would have been insured under **Section 20** of this **Part**,

then Insurers will make good the shortfall in exchange for an assignment of all your rights to pursue the recovery of the Judgement.

(vii) Liability arising from the escape of animals from land other than the **home** on which they are usually kept;

(viii) **Bodily injury** (including death, disease and illness) and loss or damage to property arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dangerous Dogs (Northern Ireland) Order 1991 S1.2992 (NI.21) and any amending legislation.

(ix) any claim made under **Part F** of this **Ultra Portfolio**

**Section 21.**

**Liability:**

- (i) arising out of the use of any motor car for racing, speed trials, testing, hill climbs, trials or any other hazardous activity.

If this **Part** is in force, **Insurers** will cover the **risks** set out below, subject to the exceptions set out below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **Schedule** and **Endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **Parts** are set out on **pages 6 to 8**.

*Definitions*

Where a word or phrase appears in **bold** type please refer to the definitions on **pages 46 to 50**.

**Basis of Settlement**

If any item, pair or set suffers a total loss, **Insurers** will pay on the basis of the market value of such item, pair or set immediately prior to the loss. **Insurers** will not pay more than £25,000 for any item, pair or set unless the item, pair or set concerned is individually listed in the **specification** and attached to the **schedule**.

If the item, pair or set concerned is individually listed in the **specification**, **Insurers**, will pay the **sum insured** relating to such item, pair or set or its market value immediately prior to the loss, whichever is the greater, but not exceeding either:

- (a) 200% of the **sum insured** relating to the item, pair or set concerned, or
- (b) The total **sum insured** in respect of this **Part** as shown in the **schedule**.

If any item, pair or set suffers partial loss or damage, **Insurers** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the **sum insured** for the item, pair or set concerned.

Following payment of a total loss from an item, pair or set, **Insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

**Franchise**

If **you** suffer a loss, which is covered under Parts A to D, and the total loss recoverable under those **Parts** exceeds the **Franchise**, then Insurers will disregard any **Deductibles** that would otherwise apply.

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 1.**

**Fine art, gold, silver, gold and silver plate and antiques**

All **risks** of physical loss of or damage to **fine art, gold, silver, gold and silver plate and antiques**, whilst anywhere in the world.

**Section 1.**

Any loss or damage:

- (i) The amount of the **deductible** shown in **your schedule**
- (ii) Loss or damage caused by:
  - (a) gradual emission of smoke
  - (b) chewing fouling scratching or tearing by any animal
  - (c) aridity, humidity; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; insects; wet or dry rot
  - (d) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials
  - (e) wear tear and gradual deterioration
  - (f) felling or lopping of trees
  - (g) rising ground water levels
  - (h) accidental damage and theft or attempted theft unless forcible and violent means are used to enter or leave the **buildings** when any part of **your home** is commercially let to anyone other than **your** relatives or personal friends

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 2.**

**Vaulted items**

All risks of physical loss of or damage to **vaulted fine art, gold, silver, gold and silver plate** and **antiques** whilst within the bank vault or depository specified in the **schedule** including during any temporary removal for up to a total of 30 days during any one **period of insurance**.

**Section 3.**

**Defective Title**

If during the period of insurance it is proved that **you** do not have good title to an item of fine art purchased in good faith and which **you** are legally obliged to return to its rightful owner, **Insurers** will pay the amount **you** paid for it, or the amount shown in the schedule if this is less provided:

- a) **you** bought the item during the **period of insurance**
- b) **you** tell **us** about the claim during the **period of insurance**, and
- c) **you** made reasonable enquiries about the item's provenance before you bought it.

The most **Insurers** will pay under this extension for the period of insurance is 10% of the total **sum insured** by **Part C** up to a maximum of £25,000

- (iii) Loss or damage resulting from subsidence or ground heave or landslip which has been caused by coastal or river bank erosion
- (iv) Loss or damage to property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
- (v) Loss or damage when **your home** is **unoccupied** caused by:
  - (a) escape of water from fixed water apparatus, pipes or tanks unless the **buildings** are kept heated to a temperature of at least 10°C or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
  - (b) escape of oil from any fixed domestic heating system
  - (c) vandalism
  - (d) accidental damage
  - (e) theft or attempted theft
- (vi) Loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectible irrecoverable or irredeemable for any reason
- (vii) Consequential loss

**Section 2.**

Any loss or damage caused by **risks** and any sums excluded under **Section 1** of this **Part**.

**Section 3.**

The amount of the **deductible** shown in **your schedule**.

**Insurers cover you for the risks set out below:***Insurers do not cover:***Section 4****New Acquisitions**

If **you** wish to increase the insured amount under this **Part** to cover new acquisitions, **you** may do this by notifying **us** within 60 days of such property being acquired up to a maximum of 25% of the **sum insured** by this **Part**. This allowance will be reinstated after every notification. **Insurers** reserve the right not to insure the new acquisitions after the 60th day. A pro rata additional premium may be payable at the **Insurer's** discretion.

If this **Part** is in force, **Insurers** will cover the **risks** set out below, subject to the exceptions set out below. Insured values, limits, **deductibles** and other details specific to **you** are set out in the **Schedule** and **Endorsements**. General conditions, exclusions and cancellation provisions, which apply to all **Parts** are set out on **pages 6 to 8**.

*Definitions*

Where a word or phrase appears in **bold** type please refer to the definitions on **pages 46 to 50**.

**Basis of Settlement**

**Insurers** will at **your** option repair or pay the cost of replacement of the lost or damaged property without deduction for wear, tear or depreciation. **Insurers** will not pay more than £10,000 for any item, pair or set unless the item, pair or set concerned is individually listed in the **specification** and attached to the **schedule**. If the item, pair or set concerned is individually listed in the **specification**, **Insurers**, will pay the **sum insured** relating to such item, pair or set. If any item, pair or set suffers partial loss or damage, **Insurers** will pay the cost and expense of restoration plus any resulting depreciation in value but not more than the **sum insured** for the item, pair or set concerned.

Following payment of a total loss from an item, pair or set, **Insurers** become entitled to take over ownership of and to take possession of the item, pair or set concerned.

**Franchise**

If **you** suffer a loss which is covered under **Parts A to D** and the total loss recoverable under those **Parts** exceeds the **Franchise**, then **Insurers** will disregard any **Deductibles** that would otherwise apply.

<b>Insurers cover you for the risks set out below:</b>	<b>Insurers do not cover:</b>
<p><b>Section 1.</b> <b>Personal possessions</b></p> <p>All <b>risks</b> of physical loss of or damage to <b>personal possessions</b>, whilst anywhere in the world.</p> <p><b>Section 2.</b> <b>Vaulted personal possessions</b></p> <p>All <b>risks</b> of physical loss of or damage to <b>vaulted personal possessions</b> whilst within the bank vault or depository specified in the <b>schedule</b> including during any temporary removal worldwide for up to 30 days during the <b>period of insurance</b>.</p>	<p><b>Sections 1 and 2</b></p> <ul style="list-style-type: none"> <li>(i) The amount of the <b>deductible</b> shown in your <b>schedule</b></li> <li>(ii) Loss or damage caused by: <ul style="list-style-type: none"> <li>(a) gradual emission of smoke</li> <li>(b) chewing fouling scratching or tearing by any animal</li> <li>(c) aridity, humidity; exposure to extremes of temperature, to moisture, light or heat; corrosion; moth or vermin; fungus; insects; wet or dry rot</li> <li>(d) mechanical or electrical fault or breakdown; inherent defect; alteration; cleaning, renovation, repair, restoration or the like; misuse; defective design; defective workmanship or the use of defective materials</li> <li>(e) wear tear and gradual deterioration</li> <li>(f) accidental damage and theft or attempted theft unless forcible and violent means are used to enter or leave the <b>buildings</b> when any part of <b>your home</b> is commercially let to anyone other than <b>your</b> relatives or personal friends</li> </ul> </li> </ul>

**Insurers cover you for the risks set out below:**

**Insurers do not cover:**

**Section 3.  
Money and credit cards**

Insurers will pay up to £5,000 for loss or theft of **money** and up to £30,000 in respect of any sum **you** become legally liable to pay if **your credit cards** are used without **your** permission after being lost or stolen but only after **you** have complied with all the terms and conditions under which the **credit cards** were issued.

**Section 4  
New Acquisitions**

If **you** wish to increase the insured amount under this **Part** to cover new acquisitions, **you** may do this by notifying **us** within 60 days of such property being acquired up to a maximum of 20% of the **sum insured** by this **Part**. This allowance will be reinstated after every notification. **Insurers** reserve the right not to insure the new acquisitions after the 60th day. A pro rata additional premium may be payable at the **Insurer's** discretion.

- (iii) Loss or damage to:
  - (a) property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and the boot are locked
  - (b) property primarily used for business purposes
  - (c) sports equipment whilst in use
  - (d) bicycles
    - 1. whilst being used for racing or time trials or is hired or let to anyone other than a member of **your household**
    - 2. whilst left unattended outside the **home** unless secured by a suitable locking device to a permanent structure or motor vehicle
  - (e) watercraft (which includes sailboards and windsurfers) aircraft caravans and trailers
  - (f) mechanically propelled vehicles (which includes motor cycles children's motor cars quad bikes and children's quad bikes) other than mechanically propelled gardening equipment.
  - (g) contact or corneal lenses
  - (h) animals and plants
  - (i) property more specifically insured elsewhere in this policy
- (iv) Loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectible irrecoverable or irredeemable for any reason
- (v) Consequential loss
- (vi) Depreciation in value

**Section 3.**

- (i) The amount of the **deductible** shown in **your schedule**.
- (ii) Exchange rate losses.
- (iii) Shortages caused by mistakes.
- (iv) Losses or thefts not reported to the local police within 24 hours of discovery (and for **credit cards** also reported to the card issuer).
- (v) Any **money** and **credit cards** which **you** have for the purposes of **your business**.

Home and Legacy Insurance Services Limited have arranged, through FirstAssist Insurance Services Limited, to provide **You** with a special separate package of Family Legal Protection, Identity Fraud and Emergency Property Assistance.

Family Legal Protection and Identity Fraud are underwritten by Great Lakes Reinsurance PLC. Emergency Property Assistance is underwritten by Europ Assistance Insurance Limited.

**Part E** is a self-contained coverage, separate from the remainder of this policy. The General Conditions Exclusions and Cancellation provisions do however also apply to this **Part**.

#### **Definitions**

Many of the words and phrases used in this **Part** of the **Ultra Portfolio** have special meanings. These words appear in **bold** type, please refer to the Definitions on pages 52–56.

#### **Personal Legal, Medical and Tax Helplines**

A full telephone counselling service is available for advice on any legal, medical or tax problem directly affecting **you**.

The helpline service may be used to discuss any private legal or medical problems 24 hours a day, 365 days a year. Simply telephone **0845 070 1228** and **press Option 1** – the service is there to help **you**. Do not hesitate to make full use of it! To ensure that an accurate record is available, all telephone calls are recorded.

#### **Telephone Counselling**

A confidential telephone counselling service to provide assistance with problems such as identity fraud, bereavement, stress and family matters.

To access this service contact the **Helpline** on **0845 070 1228** and press Option 1. This service is available 24-hours a day, 365 days a year.

We accept no responsibility for failure of these services for reasons outside **our** control.

### **Section 1 – Family Legal Protection**

Family Legal Protection insurance is “claims made” legal expenses insurance which means that subject to the terms of this policy, **You** are covered for claims under this insurance as long as during the **Period of Insurance**:

- a) **You** become aware; and
  - b) **You** notify **Us**;
- of an **Event** which may give rise to such a claim.

For the avoidance of doubt, if there is more than one **Event** arising from the same cause then **You** must tell **Us** as soon as possible after the first such **Event**.

Please also note the Exclusions, Special Conditions and Important Notice below that are specific to this Section.

#### **IMPORTANT NOTICE applicable to Section 1 of Part E**

**You** must tell **Us** about a claim as soon as possible and certainly within 180 days of the **Event** giving rise to a claim – also see Condition 1. **You** must do this by telephoning **Us** on **0845 070 1228** and selecting ‘option 2’. Delay in notifying **Us** may also prejudice **Your** claim.

Any **Legal Costs and Expenses** **You** incur before **Your** claim has been accepted by **us** will not be covered under the policy – see Condition 2.

#### **Limit of Indemnity –Family Legal Protection**

The maximum liability of the **Insurer** under this Section of **Part E** during any one **Period of Insurance** shall not exceed £100,000 for any one **Event**.

**Insurers cover You for the Events set out below:****Insurers do not cover:****Family Legal Protection Section**

The **Insurer** will pay **Legal Costs and Expenses**, up to the **Limit of Indemnity**, which relate to any **Legal Proceedings** within the **Territorial Limits** and are notified to **Us** during the **Period of Insurance** in respect of:

**1. Personal Injury**

the cost of **You** taking **Legal Proceedings** against another person or organisation as a result of an **Event** which causes **Your** death or **Bodily Injury**;

**2. Consumer**

- a) the cost of **You** taking **Legal Proceedings** against another person or organisation as a result of:
  - i. a dispute over a contract for buying, selling or renting goods or services;
  - ii. a person or organisation breaking the requirements of Part 11, section 13 of the Data Protection Act 1998 and where breaking those requirements results in **You** losing money.
- b) the cost of defending **Legal Proceedings** brought against **You** as a result of a dispute over a contract for buying, selling or renting goods or services;

**3. Property**

- a) the cost of **You** taking **Legal Proceedings** against another person or organisation as a result of:
  - i. a person or organisation interfering with **Your** legal rights relating to **Your Home**. **You** must be legally entitled to live in the **Home**;
  - ii. an **Event** which causes loss of or damage to **Your Home**.
- b) the cost of defending **Legal Proceedings** brought against **You** as a result of **You** allegedly interfering with another person's legal rights in connection with **You** owning or living in **Your Home**. **You** must be legally entitled to live in the **Home**;

**4. Employment**

- a) the cost of **You** taking **Legal Proceedings** against **Your** employer over **Your** contract of employment;
- b) the cost of defending **Legal Proceedings** brought against **You** as a result of a prosecution arising from **Your** normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998 or any Acts which replace or change these.

Any amount exceeding £100,000 in respect of each **Event** notified during the **Period of Insurance**.

**1. Any claim**

- a) arising from or relating to the actual or alleged negligence of any medical practitioner;
- b) arising from any gradually developing disease or condition;
- c) solely or predominantly in respect of mental injury, nervous shock, mental anguish or stress.

**2. Any claim where the amount in dispute:**

- a) is less than £100;
- b) exceeds £5,000 in respect of contractual disputes with members of the building and allied trades;

Any dispute

- a) over a contract or alleged contract which **You** entered into prior to the start of this insurance;
- b) connected with letting, subletting, or allowing another person to live in **Your Home**.

**3. Legal Costs and Expenses** in respect of any matter where a contract exists or has previously existed between **You** and the other party to the dispute;

- a) the defence of any motoring prosecutions;
- b) the defence of civil **Legal Proceedings** that are connected with **Your** duties as a member of a profession or **Your** duties as a director or officer of any company.

**Insurers cover You for the Events set out below:****Insurers do not cover:****5. Tax**

the cost of **Your Appointed Representative** acting for **You** in a full enquiry by the Inland Revenue into **Your** income and records with a view to assessing **Your** liability under:

- i. Section 19, Schedule E of the Taxes Act 1988, relating to **Your** wages/salary and pension;
- ii. Section 18, Schedule D of the Taxes Act 1998 relating to income received on investments in the UK, provided that this cannot be **Your** main source of income.

**6. Legal Defence**

the cost of defending **Legal Proceedings** arising from any act or omission or alleged act or omission by **You** relating to **Your** prosecution in a Court of criminal jurisdiction provided always that in the defence of any criminal **Legal Proceedings** charges are dismissed or **You** are acquitted.

**7. Legal Defence – Motor**

the cost of defending any **Legal Proceedings** arising from **Your** prosecution in a Court of criminal jurisdiction where it is alleged that there has been an infringement of road traffic laws or regulations arising from or relating to the use of a vehicle and where **You** are at risk of losing **Your** driving licence provided always that in the defence of any criminal **Legal Proceedings** charges are dismissed or **You** are acquitted.

5.
  - a) any tax, interest or penalties **You** may have to pay to the Inland Revenue;
  - b) any case where **You** or **Your** tax advisor has not taken every reasonable care to act according to tax legislation;
  - c) anything to do with a tax return which arrived after the legal deadline, or did not arrive at all;
  - d) an enquiry by the Inland Revenue which is only concerned with one or more specific areas of **Your** tax return and which is not considered by the Inland Revenue to be a full enquiry;
  - e) any Inland Revenue investigation or enquiry when they allege, or it becomes clear that they suspect, fraud;
  - f) any income earned by **You** as a self-employed person;
  - g) any money which has to be paid, or which the **Insurer** has already paid if **You** withdraw, without **Our** agreement, from the defence of a full enquiry by the Inland Revenue;
  - h) any matter connected with a money-making activity (other than **Your** contract of employment or a normal private investment) or personal liability including:
    - i. a business, trade or profession;
    - ii. a personal venture for gain;
    - iii. a share in a partnership or a joint venture for gain;
    - iv. an investment which is not listed on a recognised UK stock exchange; or
    - v. a personal guarantee or indemnity.
6.
  - a) any **Legal Costs and Expenses** arising from or relating to any **Legal Proceedings** involving the ownership, possession, hiring or use of a motor vehicle or water craft.
7.
  - a) any **Legal Costs and Expenses** arising from or relating to a motor prosecution which involves an allegation that **You** were driving a motor vehicle whilst affected by or under the influence drink or drugs;
  - b) any **Legal Costs and Expenses** arising from or relating to a motor prosecution which involves an allegation that **You** were driving a motor vehicle whilst disqualified.

**Insurers will provide the following coverage:**

***Insurers will not provide cover for:***

- 8. Clinical Negligence**  
the pursuit of any civil **Legal Proceedings** arising from a single negligent act of surgery, clinical or medical procedure.
- 9. Jury Service**  
The **Insurer** will indemnify **You** in respect of jury service allowance provided that such attendance commences during the **Period of Insurance** and within the **Territorial Limits**.

- 8.** Any claim
  - a) solely or predominantly in respect of mental injury, nervous shock, mental anguish or stress.
- 9.** The maximum the **Insurer** will pay for an incident in this respect is £150 per day up to total of £25,000 in aggregate.

General Exclusions – applicable to this section  
(Refer also to the Special Conditions that apply to this Section of the cover)

The **Insurer** will not be liable for **Legal Costs and Expenses** in respect of:

1. any **Event** occurring prior to, or existing at the **Commencement Date** of this policy and which **You** knew (or ought reasonably to have known) was likely to give rise to **Legal Proceedings**;
2. any matter to which **We** have not given **Our** written consent;
3. any **Legal Proceedings** where a reasonable estimate of any **Legal Costs and Expenses** to be paid would exceed a realistic financial valuation of **Your** claim;
4. any **Legal Proceedings** arising from **Your** intentional wrongdoing or an act or omission committed with reckless disregard as to its consequences;
5. the defence of any criminal proceedings unless charges are dismissed or **You** are acquitted;
6. any matter arising from, or relating to any business or trading activity or venture for gain undertaken by **You** including but not limited to any personal guarantee (whether for gain or not) or investment in unlisted companies. This exclusion does not apply to any claims brought by **You** under **Part E** section 1 employment;
7. the defence of any civil **Legal Proceedings** that are connected with:
  - i. death, disease or illness of or **Bodily Injury** to any person;
  - ii. **Your** duties as a member of a profession or **Your** duties as a director or officer of any company;
  - iii. loss, destruction or damage to any property;
8. any **Legal Costs and Expenses** **You** could claim under any other insurance;
9. any **Legal Proceedings** over loss or damage covered under a specific insurance policy;
10. any **Legal Costs and Expenses** in respect of a dispute with an **insurer** over a contract of insurance where the dispute relates only to the amount payable for a claim or the way in which a claim should be settled;
11. any **Legal Proceedings** between any members of **Your Household** (this does not apply to accidents involving motor vehicles);
12. any **Legal Proceedings** between **You** and **Your** husband, wife or partner or former husband, wife or partner. This includes **Legal Proceedings** relating to custody, access or maintenance;
13. damages, fines or penalties of any nature incurred by **You** in **Legal Proceedings**;
14. any **Legal Proceedings** brought outside the **Territorial Limits**;
15. the pursuit or defence of any action alleging defamation or malicious falsehood;
16. the defence of any **Legal Proceedings** arising from or relating to **Your** actual or alleged dishonesty, fraud or malicious conduct unless such **Legal Proceedings** are successfully defended;
17. any **Legal Proceedings** between **You** and a local or government authority, unless **You** could lose money if the case is not successful, or concerning the imposition of statutory charges;
18. any application for judicial review;
19. **Legal Proceedings** in constitutional, international, or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights;
20. a dispute with **Us** or the **Insurer** that is not dealt with under General Condition 4;
21. any **Legal Proceedings** arising directly or indirectly from:
  - i. Equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
  - ii. Computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for **Bodily Injury**;
22. any **Legal Proceedings** directly or indirectly caused by, contributed to or arising from:
  - i. ionising radiations or contamination by radioactivity from an irradiated nuclear fuel from any nuclear waste or from the combustion of nuclear fuel;
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Section 2 – Identity Fraud**

**Identity Fraud** cover is “claims made” legal expenses insurance which means that subject to the terms of this policy, **You** are covered for claims under this insurance as long as during the **Period of Insurance**:

- a) **You** become aware; and
- b) **You** notify Us;

of an **Event** which may give rise to such a claim.

For the avoidance of doubt, if there is more than one **Event** arising from the same cause then **You** must tell Us as soon as possible after the first such Event.

**IMPORTANT NOTICE applicable to Section 2 of Part E**

**You** must tell us about a claim as soon as possible and certainly within 180 days of the Event giving rise to a claim – see Special condition 1. **You** must do this by telephoning Us on **0845 070 1228** and selecting ‘option 2’. Delay may also prejudice claim.

Any **Legal Costs and Expenses** **You** incur before **Your** claim has been accepted by Us will not be covered under the policy – see Special condition 2.

**Limit of Indemnity – Identity Fraud**

The maximum liability of the **Insurer** under Section 2 of **Part E** during any one **Period of Insurance** shall not exceed the £50,000 any one Event.

**Insurers cover You for the Events set out below:**

**Insurers do not cover:**

**1. Identity Fraud**

- a) In the event that **You** become aware of and can substantiate **Identity Fraud**, the **Insurer**, agrees, to pay **Legal Costs and Expenses** up to the limit of indemnity, within the **Territorial Limits** in respect of:
  - i. reasonable legal fees incurred in defending a claim by a financial institution;
  - ii. ancillary costs to notarise fraud affidavits or similar documents necessary to prove **Your** innocence regarding any financial irregularities committed unlawfully;
  - iii. remove judgments wrongly entered against **You**
  - iv. challenge the accuracy of information in a consumer credit rating report;
  - v. communication costs incurred in dealing with Financial Institutions, Police and Credit agencies;
  - vi. fees charged for reapplying for a loan which has been rejected;
- b) The **Insurer** will also pay **Your** lost earnings as result of time away from work to attend police, financial institutions and credit agencies.

Provided that any such event above is as a result of **Identity Fraud**.

- 1. any amount exceeding £50,000 in respect of each **Event** notified during the **Period of Insurance**;
    - any **Event** occurring prior to, or existing at the **Commencement Date** of this policy and which **You** knew (or ought reasonably to have known) was likely to give rise to a claim under this **Part**;
    - any matter to which the Insurer have not given written consent;
    - any **Identity Fraud** which is committed by a member of **Your Household**;
    - any **Identity Fraud** connected with **Your business**, profession or occupation;
    - any expenses **You** could claim under any other insurance;
    - any expenses incurred due to any fraudulent, dishonest or criminal act by **You** or any person in connection with **You**;
    - any **identity fraud** which has arisen because **You** have failed to hold or dispose of **Your** data safely, and to the satisfaction of **Your** bank;
    - any claim where **You** have not followed the procedures required by **Your** bank or other financial institution with regard to the **Identity Fraud**;
    - any claim until **You** have followed and exhausted the procedures set out by **Your** bank or other financial institution, and other non-legal complaints processes (e.g. Ombudsman services) to recover any monies due to **You**;
- The maximum the **Insurer** will pay for an incident in this respect is £150 per day up to total of £25,000 in aggregate.

**Conditions – applicable to this section**

(Refer also to the Special Conditions that apply)

**Your duties**

**You** must within 24 hours of discovering any circumstances that lead **You** to believe that **You** might have become a victim of

**Identity Fraud:**

- a) notify the police and request a crime reference number: *Note: **You** may be asked to provide this reference to any company **You** deal with in the course of restoring **Your** identity;*
- b) notify **Your** banks, credit card/loan companies and other account holders;
- c) request a copy of **Your** credit file from one of the following major credit reference agencies (a charge of £2 will be made to provide this information) to help to establish when **Identity Fraud** occurred. Inform the reference agency to note **Your** file to state that **You** have suffered **Identity Fraud**:
  - **Call Credit** – <http://www.callcredit.co.uk>  
Consumer Services Team,  
PO Box 491, Leeds LS3 1WZ
  - **Equifax** – <http://www.equifax.co.uk>  
Box 1140, Bradford BD1 5US
  - **Experian** – <http://www.experian.co.uk>  
PO Box 9000, Nottingham NG80 7WP
- d) take any further measures that are necessary to prevent further damage to **Your** identity. **You** can obtain useful guidance from Our **Helpline**.
- e) co-operate with **Us** at all times and provide **Us** with all information that **We** request from **You**;
- f) take all reasonable measures to minimise the risk or likelihood of claims and the cost of the claim;
- g) obtain **Our** written consent prior to incurring any costs.

If **You** fail to comply with these conditions, the **Insurer** may refuse to pay any claim or part of a claim arising as a result of **Your** failure.

**Special Conditions – applicable to sections 1 and 2 – Family Legal Protection and Identity Fraud**

**1. Notification of claims**

**You** must tell **Us** about a claim as soon as possible and within 180 days of the Event giving rise to a claim. **You** must do this by telephoning **Us** on 0845 070 1228 and selecting ‘option 2’. Delay may also prejudice **Your** claim.

**2. Consent**

**Our** consent to pay **Legal Costs and Expenses** must be obtained in writing. **Legal Costs and Expenses** incurred before such consent is given will not be covered. **We** will give **You** **Our** consent if **You** can satisfy **Us** that:

- a) there are reasonable prospects of successfully pursuing or defending the **Legal Proceedings**;  
and
- b) it is reasonable in all the circumstances for **Legal Costs and Expenses** to be provided in a particular case.

The decision to grant consent may require, at **Your** expense, the opinion of the **Appointed Representative** and in some cases an opinion of Counsel on the merits of **Legal Proceedings**. If the claim is subsequently admitted the costs of such opinions will be covered under the policy.

If **You** decide to commence or continue **Legal Proceedings** for which **We** have denied consent on ground 2a) above and is successful, the **Insurer** will pay **Legal Costs and Expenses** as if **We** had given **Our** consent in the first instance.

The **Insurer** may discontinue indemnity if, during the **Legal Proceedings**, **We** consider that reasonable prospects of successfully pursuing or defending the **Legal Proceedings** no longer exist.

**3. Minimising Claims or Legal Proceedings**

**You** must take all reasonable measures to minimise the risk or likelihood of claims and the cost of **Legal Proceedings**. This includes, but is not limited to, **You** and any agent or **Appointed Representative** complying with any pre-action, costs or other protocol that applies to any claim for **Legal Costs and Expenses** which form the basis of a claim under this policy.

**4. Arbitration**

Any dispute between **You** and **Us** in respect of this policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **Territorial Limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly

made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Us**, **Your** costs shall not be recoverable under this policy.

This procedure does not prejudice any right that **You** have recourse to any other complaints procedure to which the **Insurer** subscribes or to the **Courts**.

**5. Fraudulent Claims**

This policy shall be voidable at the discretion of the **Insurer** if **You** make any request for payment under this policy:

- a) knowing it to be fraudulent or false in any way; or
- b) in circumstances where **You** ought reasonably to have known that the claim was false or fraudulent in any way; or
- c) where there is collusion between parties to a dispute.

**6. Conduct of Legal Proceedings**

**a) Nomination of the Appointed Representative**

**We** are able to provide **You** with a lawyer who is experienced in handling work of this nature and will be bound by **Our** pre-agreed quality standards. Other than in respect of claims arising from or relating to **Your** employment contract, **You** are however free to select **Your** own **Appointed Representative** to act in any **Legal Proceedings** to which **We** have consented. The name and address of the nominee must be sent to **Us** prior to appointment. **We** may refuse to accept such a nomination. Any dispute arising from the nomination procedure may be referred to arbitration in accordance with Special Condition 4. In the event of claims arising from or relating to **Your** contract of employment the **Appointed Representative** will be one of **Our** employment consultants.

In selecting the **Appointed Representative** **You** shall have regard to the common law duty to minimise the cost of **Legal Proceedings**. In all cases the **Appointed Representative** shall be appointed in the name of and on behalf of **You**.

**b) All information to be given to the Appointed Representative**

The **Appointed Representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. **You** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

**c) Access to the Appointed Representative**

**We** are entitled to obtain from **Your Appointed Representative** any information, document or advice relating to a claim under this insurance, whether or not privileged. On request **You** will give any instructions necessary to ensure such access.

**d) Instruction of counsel or appointment of expert witnesses**

If the **Appointed Representative** wishes to instruct counsel or appoint expert witnesses **We** will not unreasonably withhold **Our** consent. The names of counsel or the expert witnesses must be submitted to **Us** together with an explanation of the necessity for such action.

**e) Appeal Procedure**

**Our** consent must be obtained if **You** wish to appeal against the judgment of a **Court**. A written application must be submitted to **Us** at least ten working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. **We** will inform **You** of **Our** decision.

**You** must co-operate in an appeal against the judgment of a **Court** at **Our** request.

**f) Where a claim is unlikely to exceed the small claims track limit**

Where the value of the amount in dispute is unlikely to exceed the small claims track limit, **We** may carry out **Our** own investigation and may attempt to negotiate a settlement. **You** will not unreasonably withhold agreement to any such settlement.

**g) Our right to pay You instead of paying Legal Costs and Expenses**

**We** may elect to pay **You** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying **Legal Costs and Expenses**. Such decision will be entirely at **Our** discretion and will be in full and final settlement of **Your** claim.

**h) Offer of settlement**

**You** must inform **Us** in writing as soon as an offer to settle **Legal Proceedings** is received or payment into **Court** is made. **You** will not unreasonably withhold consent to the **Appointed Representative** making an offer to settle the **Legal Proceedings**.

**You** must not enter or offer to enter into any agreement to settle without **Our** prior written consent. Any such agreement must take into account the **Insurer's** interest in the recovery of costs.

If **You** unreasonably withhold agreement to a settlement **We** reserve the right to withdraw **Our** support.

- i) **Withdrawal by You**  
Where the **Insurer** has provided an indemnity for **Legal Costs and Expenses** and **You** withdraw from **Legal Proceedings** without **Our** agreement, the **Insurer** shall be entitled to reimbursement of all **Legal Costs and Expenses** paid.
- j) **Payment of Legal Costs and Expenses**  
**You** must not, without **Our** written consent, enter into any agreement with the **Appointed Representative** as to payment of **Legal Costs and Expenses**.

All bills relating to any **Legal Proceedings** which **You** receive from the **Appointed Representative** should be forwarded to **Us** without delay.

Bills must be certified by **You** to the effect that the charges have been properly incurred and that **We** are authorised to settle on **Your** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested, **You** must ask the **Appointed Representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **Court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of any **Legal Costs and Expenses** does not imply that all **Legal Costs and Expenses** will be paid. If **You** are in doubt **We** should be consulted.

- k) **Recovery of costs and expenses**  
**You**, through the **Appointed Representative**, shall be responsible for the repayment to the **Insurer** of any:
  - i award of costs made in **Your** favour ; or
  - ii costs agreed to be paid to **You** as part of a settlement.

When the total amount of **Legal Costs and Expenses** incurred is within the **Limit of Indemnity**, **You** and the **Insurer** will share any **Legal Costs and Expenses** that are recovered according to the proportion paid.

When the total amount of **Legal Costs and Expenses** exceeds the **Limit of Indemnity**, **You** and the **Insurer** shall have priority over any other parties with an interest in any costs recovery. **You** and the **Insurer** shall share such recovery according to the proportion paid, subject to the **Insurer's** right of recovery being restricted to the **Limit of Indemnity**.

**Limit of Indemnity**

The maximum liability of the **Insurer** under Section 3 of **Part E**, for an **Emergency** occurring during the **Period of Insurance** shall not exceed £500 including VAT for the cost of call-out charges, up to two hours labour, parts and materials and £250 for one night's alternative accommodation in the locality of the **Home**, if **You** cannot gain access to the **Home** following the occurrence of an insured **Emergency**.

**Insurers cover You for the Events set out below:****What is not covered:****Emergency Property Assistance**

Please note the Special Conditions specific to Section 3 of this Part E

The **Insurer** agrees to provide indemnity up to £500 including VAT for the cost of call-out charges, up to two hours labour, parts and materials, for an **Emergency** that occurs during the **Period of Insurance** within the **Territorial Limits**.

1. The **Home's** plumbing or drainage system has failed or has been damaged and if not dealt with quickly, flooding or internal water damage is likely as a result of that failure or damage;
2. The **Home's** internal electricity supply system has failed completely or broken down and if not dealt with quickly will:
  - a) make the **Home** uninhabitable; or
  - b) cause **You** unreasonable discomfort;
3. The **Home's** only permanently-installed cooking system has failed completely or broken down and if not dealt with quickly this is likely to cause **You** unreasonable discomfort;
4. The **Home's** external locks, doors or windows have either failed completely or been damaged and as a result this has made the **Home** insecure;
5. The **Home's Primary heating system** has failed completely or broken down and if not dealt with quickly will:
  - a) Make the **Home** uninhabitable; or
  - b) Cause **You** unreasonable discomfort;
6. **You** have:
  - a) lost **Your** only key to the **Home**;
  - b) there is no other available key; and
  - c) **You** are unable to gain normal access to the property.
7. The roofing, downpiping/guttering system has either failed or been damaged and flooding or internal water damage is a likely consequence of that failure or damage.

The **Insurer** will not pay for claims arising directly or indirectly from or relating to:

- a) an Event which is not an **Emergency**;
- b) any system, equipment or facility which has not been properly installed, maintained, serviced or kept in repair in accordance with the manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
- c) any decorative or cosmetic part of any equipment;
- d) **Your** own negligence, except in relation to '**Insurers cover You for the Events set out below**' or deliberate act;
- e) food, drinks, telephone calls or other incidental expenses; the lighting of boilers or the incorrect operation or routine adjustment of time or temperature controls;
- f) garages, outbuildings, cess pits, septic tanks or fuel tanks;
- g) claims arising when the **Home** becomes **Unoccupied**;
- h) the interruption or disconnection of utility services to the **Home** however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks;
- i) call-out charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty;
- j) loss or damage to any property or any consequential loss or damage of any kind;
- k) malfunction to any computer software or operating systems;
- l) charges which are more specifically insured or any amount that **You** cannot recover from a more specific insurance because the **Insurer** refuses the claim;

**Insurers cover You for the Events set out below:**

In the event of the **Home** being made uninhabitable or **You** are unable to gain access as a result of an **Emergency** as specified in 1 to 7 the **Insurer** will pay up to £250 including VAT for one night's alternative accommodation in the locality of the **Home**:

- a) for **You**; and
- b) any other person normally resident in the **Home** (other than a tenant or a fee-paying guest), provided that the **Insurer** has given prior consent to that cost.

**What is not covered:**

- m) charges arising from **Your** failure to comply with a reasonable request from the **Insurer** or **Our** agent concerning the assistance being provided to **You**;
- n) where at or before the start of this insurance in **Our** reasonable opinion **You** were aware that a claim was likely to be made;
- o) charges the **Insurer** has not approved or authorised as to amount and purpose;
- p) call-out charges if there is no-one at the **Home** when the **Contractor** arrives;
- q) any additional charges or costs incurred at **Your** request in fitting replacement parts or components of a superior specification to the original;
- r) charges where the **Insurer** has not been notified promptly of the **Emergency** prior to expenses being incurred and the **Insurer** has incurred extra expense as a result of **Your** failure;
- s) charges where having contacted the **Insurer** **You** arrange for work to be carried out by other means;
- t) fraud or where false information has been provided to the **Insurer**;
- u) confiscation, nationalisation, compulsory purchase, requisition, destruction of or controls placed on or damage to property by or under the order of any government or public or local authority;
- v) the **Insurer** will not pay any monies towards or for, the cost of a replacement cooking or **primary heating system**;

**Special Conditions applicable to Section 3  
– Emergency Property Assistance**

**1. Your duties**

**You** must:

- a) take reasonable care of and maintain the **Home** and its equipment in good order and take all reasonable steps to prevent loss or damage;
- b) notify the **Insurer** promptly of any change in details of the **Home**;
- c) co-operate with the **Insurer** at all times and provide **Us** with all information that **We** request from **You**;
- d) **You** must take all reasonable steps to have permanent repairs effected to the **Home** following an **Emergency**.

The **Insurer** may take proceedings at its own expense in **Your** name to recover any money paid under this insurance. If **You** fail to comply with these conditions, the **Insurer** may refuse to pay any claim or part of a claim arising as a result of **Your** failure.

**2. Waiver**

If the **Insurer** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

**3. Transferring Your rights**

**You** cannot transfer **Your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

**4. Notices**

**We** may send notices and letters on behalf of the **Insurer** to the address set out in the policy schedule. **Our** address is set out in the Complaints section below and notices and letters will be accepted on behalf of the **Insurer** at that address.

**5. Disputes**

Either **You** or the **Insurer** may refer any dispute to an arbitrator who will be a solicitor or barrister. If the **Insurer** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **You** should pay the costs of the arbitration, the **Insurer** will not pay these under this policy.

**6. Making a Claim**

All requests for assistance must be made to the **Home & Legacy Helpline** and not to the **Contractor** direct otherwise the claim will not be covered. **You** must telephone the **Home & Legacy Helpline** on **0845 070 1228** and select 'option 1'.

The **Home & Legacy Helpline** will discuss with **you** the assistance **You** require and obtain a suitable **Contractor** provided that the **Work** is not prevented by any of the following:

- a. adverse weather conditions;
- b. industrial disputes (official or otherwise);
- c. failure of the public transport system, including the road and railway networks and repairs to them; or
- d. other circumstances preventing access to the **Home** or making it impractical to carry out the necessary **Work**.

The **Home & Legacy Helpline** and the **Contractor** will have reasonable discretion as to when and how work is undertaken.

**An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services.**

If **You** have followed the correct claims procedure above the **Contractor** will charge the cost of all work covered by this insurance directly to the **Insurer**.

Home and Legacy Insurance Services Limited have arranged for AXA Insurance UK plc, to provide **you** with a special package of Multi Trip Travel Insurance which covers **you** for **trips** up to 61 day durations anywhere in the world.

This **part** is a self-contained coverage, separate from the remainder of this **Ultra Portfolio**. The general conditions, exclusions and cancellation provisions set out on pages **6 to 8** do however also apply to this **Part**.

Please also note the Claims Conditions, General Exclusions and Important conditions relating to health on pages **41 and 42** which are specific to this **Part** of your **Ultra Portfolio**.

#### Definitions

Where a word or phrase appears in **bold** type please refer to the definitions on pages **46 to 50**.

This is **your** travel insurance policy. It contains details of cover, conditions and exclusions relating to each **insured person** and is the basis on which all claims will be settled. It is validated by the issue of the **schedule** which must be attached to the policy.

In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage or other events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy as referred to in **your schedule**. The **schedule** and any **endorsements** are all part of the policy.

The information **you** have supplied forms part of the contract of insurance with **us**, **your** policy is evidence of that contract.

#### United Kingdom residents

This policy is only available to **you** if **you** are permanently resident in the **United Kingdom** and registered with a **medical practitioner** in the **United Kingdom**.

#### We cover you for the risks set out below:

#### We do not cover:

##### Section 1

##### Cancellation or Curtailment charges

**We** will pay **you** up to £5,000 for any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which **you** have paid or are contracted to pay together with any reasonable additional travel expenses incurred if

- a) cancellation of the **trip** is necessary and unavoidable or
- b) the **trip** is **curtailed** before completion

as a result of any of the following events occurring:

1. The death, **bodily injury** or illness of:
  - a) **you**
  - b) any person with whom **you** are travelling or have arranged to travel with
  - c) any person with whom **you** have arranged to reside temporarily
  - d) **your close relative**
  - e) a **close business associate**.
2. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **you** or any person with whom **you** are travelling or have arranged to travel with.

##### Section 1

- (A) The first £50 of each and every incident giving rise to a claim.
- (B) The cost of Airport Departure Duty.
- (C) Any claims arising directly or indirectly from:
  - (i) Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the earlier).
  - (ii) Circumstances known to **you** prior to the date this insurance is purchased by **you** or the time of booking any **trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **curtailment** of the **trip**.
- (D) Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
- (E) Stress, anxiety, depression or any other mental or nervous disorder that **you** are suffering from unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field.

**We cover you for the risks set out below:**

3. Redundancy (which qualifies for payment under current **United Kingdom** redundancy payment legislation and at the time of booking the **trip** there was no reason to believe anyone would be made redundant) of **you** or any person with whom **you** are travelling or have arranged to travel with.
4. **You** or any person with whom **you** are travelling or have arranged to travel with are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled for operational reasons, provided that such cancellation or **curtailment** could not reasonably have been expected at the time this insurance is purchased by **you**.
5. The Police requesting **you** to remain at or return to **your home** due to serious damage to **your home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

*Special conditions relating to claims*

1. **You** must obtain a medical certificate from a **medical practitioner** and prior approval of CECA to confirm the necessity to return **home** prior to **curtailment** of the **trip** due to death, **bodily injury** or illness.
2. If you **fail** to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel the **trip our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If **you** cancel the **trip** due to **bodily injury** or illness **you** must provide a medical certificate from a **medical practitioner** stating that this necessarily and reasonably prevented **you** from travelling.

**We do not cover:**

- (F) Anything mentioned in the general exclusions on pages **8 and 42**.

**You** should also refer to the Important conditions relating to health on page **41**.

**We cover you for the risks set out below:****Section 2****Emergency medical and other expenses**

We will pay **you** up to £10,000,000 for the following expenses which are necessarily incurred within 12 months of the incident as a result of **your** suffering **bodily injury** or illness and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred:
  - a) outside the **United Kingdom** or
  - b) within the Channel Islands.
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £200 incurred:
  - a) outside the **United Kingdom** or
  - b) within the Channel Islands.
3. In the event of **your** death outside the **United Kingdom** the reasonable additional cost of funeral expenses abroad up to a maximum of £1,500 plus the reasonable cost of conveying **your** ashes to **your home**, or the additional costs of returning **your** body to **your home**.
4. Reasonable additional transport (economy class) or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date.
 

This includes, with the prior authorisation of CEGA, reasonable additional transport or accommodation expenses for a friend or **close relative** to remain with **you** or travel to **you** from the **United Kingdom** or escort **you** and additional travel expenses to return **you** to **your home** if **you** are unable to use the return ticket.
5. With the prior authorisation of CEGA, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless CEGA agree otherwise.

**We do not cover:****Section 2**

- (A) The first £50 of each and every incident giving rise to a claim.
- (B) Any claims arising directly or indirectly in respect of:
  - (i) Costs of telephone calls, other than calls to CEGA notifying them of the problem for which **you** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
  - (ii) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or illness which necessitated **your** admittance into hospital.
  - (iii) Any expenses which are not usual, reasonable or customary to treat **your bodily injury** or illness.
  - (iv) Any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and CEGA can be delayed reasonably until **your** return to the **United Kingdom**.
  - (v) Expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside the **United Kingdom**.
  - (vi) Additional costs arising from single or private room accommodation.
  - (vii) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by CEGA.
  - (viii) Any expenses incurred after **you** have returned to the **United Kingdom**.
  - (ix) Expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
  - (x) **your** decision not to be repatriated after the date when in the opinion of CEGA it is safe to do so.
- (C) Anything mentioned in the general exclusions on pages **8 and 42**.

**You** should also refer to the Important conditions relating to health on page **41**.

**We cover you for the risks set out below:****We do not cover:***Special conditions relating to claims*

- You** must give notice as soon as possible to CEGA or **us** of any **bodily injury** or illness which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.

In the event of **your bodily injury** or illness **We** reserve the right to relocate **you** from one hospital to another and arrange for **your** repatriation to the **United Kingdom** at any time during the **trip**. **We** will do this if in the opinion of the **medical practitioner** in attendance or CEGA **you** can be moved safely and / or travel safely to the **United Kingdom** to continue treatment.

**Section 3****Hospital Benefit**

**We** will pay **you** £10 for every complete 24 hours **you** have to stay in hospital as an in-patient:

- outside the **United Kingdom** or
- within the Channel Islands

up to a maximum of £500 as a result of **bodily injury** or illness **you** sustain. **We** will pay the amount above in addition to any amount payable under Section 2 – Emergency medical and other expenses.

*Special conditions relating to claims*

- You** must give notice as soon as possible to CEGA or **us** of any **bodily injury** or illness which necessitates **your** admittance to hospital as an in-patient.

**Section 4****Personal Accident***Special Definitions***Loss of limb**

- means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

**Loss of sight**

- means total and irrecoverable loss of sight.

**Section 3**

(A) Any claims arising directly or indirectly from:

- Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or illness which necessitated **your** admittance into hospital.
- Hospitalisation relating to any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and CEGA can be delayed reasonably until **your** return to the **United Kingdom**.
- Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- Hospitalisation as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
- Any additional period of hospitalisation following **your** decision not to be repatriated after the date when in the opinion of CEGA it is safe to do so.

(B) Anything mentioned in the general exclusions on pages **8** and **42**.

**Section 4**

Anything mentioned in the general exclusions on pages **8** and **42**.

**We cover you for the risks set out below:**

**We do not cover:**

**What is covered**

We will pay one of the benefits shown below if **you** sustain **bodily injury** which shall solely and independently of any other cause, result within two years in **your** death, *loss of limb, loss of sight* or permanent total disablement.

<b>BENEFIT</b>	<b>Up to age 15 years inclusive</b>	<b>Age 16 years to 65 years inclusive</b>
1. Death	£1,500	£15,000
2. <i>Loss of one or more limbs and/or loss of sight</i> in one or both eyes	£15,000	£15,000
3. Permanent total disablement	£15,000	£15,000

*Special conditions relating to claims*

1. **Our medical practitioner** may examine **you** as often as they deem necessary in the event of a claim.

*Provisions*

1. Benefit is not payable to **you**:
  - a) Under more than one of items 1., 2. or 3.
  - b) Under item 3. until one year after the date **you** sustain **bodily injury**
  - c) Under item 3. if **you** are able or may be able to carry out any gainful employment or gainful occupation.

**Section 5**

**Delayed Luggage and Loss of Passport**

1. **We will pay you**:
  - a) up to £150 for the emergency replacement of clothing, medication and toiletries if the **Luggage** is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours, provided written confirmation is obtained and sent to **us** from the carrier, confirming the number of hours the **Luggage** was delayed.

**Section 5**

- (A) Loss, theft of or damage to **your** passport left **unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
- (B) Loss or damage due to delay, confiscation or detention by customs or other authority.
- (C) Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.

**We cover you for the risks set out below:**

If the loss is permanent the amount paid will be deducted from the final amount to be paid under **Part D – Personal Possessions**

- b) up to £200 for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of **your** lost or stolen passport or visa.

**Section 6**  
**Personal Liability**

We will pay up to £2,000,000 (inclusive of legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

1. **Bodily injury**, death illness or disease to any person who is not in **your** employment or who is not a **close relative** or member of **your** household.
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **you**, a **close relative**, anyone in **your** employment or any member of **your** household other than any temporary holiday accommodation occupied (but not owned) by **you**.

**You** may claim only under **Section 6** of this **Part** or **Section 20** of **Part B** for the same event, not both.

*Special conditions relating to claims*

1. **You** must give **us** written notice as soon as possible of any incident, which may give rise to a claim.
2. **You** must forward every letter, writ, summons and process to **us** as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** written consent.
4. **We** will be entitled if **we** so desire to take over and conduct in **your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** shall give **us** all necessary information and assistance which **we** may require.

**We do not cover:**

- (D) Anything mentioned in the general exclusions on pages **8 and 42**.
- (E) The first £50 of each and every incident giving rise to a claim under **Section 5 1b** only.

**Section 6**

- (A) Compensation or legal costs arising directly or indirectly from:
  - (i) Liability which has been assumed by **you** under agreement unless the liability would have attached in the absence of such agreement.
  - (ii) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
  - (iii) Ownership possession or use of vehicles aircraft or watercraft (other than surfboards or manually propelled rowboats, punts or canoes).
  - (iv) The transmission of any communicable disease or virus.
  - (v) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where We will not pay for the first £100 of each and every claim arising from the same incident).
- (B) Anything mentioned in the general exclusions on pages **8 and 42**.

**We cover you for the risks set out below:**

5. In the event of **your** death, **your** legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

**Section 7****Delayed Departure**

If departure of the **public transport** on which **you** are booked to travel is delayed at the final departure point from or to the **United Kingdom** for at least 12 hours from the scheduled time of departure due to:

- a) strike or
- b) industrial action or
- c) adverse weather conditions or
- d) mechanical breakdown of or a technical fault occurring in the **public transport** on which **you** are booked to travel

**We will pay you:**

1. £20 for the first completed 12 hours delay and £10 for each full 12 hours delay thereafter up to a maximum of £60 or
2. Up to £5,000 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **you have** paid or are contracted to pay if after a minimum 12 hours has elapsed, **you** choose to cancel **your trip**.

**You** may claim only under subsection 1. or 2. above for the same event, not both.

**You** may claim only under **Section 8** – Missed departure or **Section 7** – Delayed departure for the same event, not both.

*Special conditions relating to claims*

1. **You must** check in according to the itinerary supplied to **you**.
2. **You must** obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
3. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.

**We do not cover:****Section 7**

- (A) The first £50 of each and every incident giving rise to a claim.
- (B) Claims arising directly or indirectly from:
  - (i) Strike or industrial action or air traffic control delay existing or publicly declared by the date this insurance is purchased by **you**.
  - (ii) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
- (C) Anything mentioned in the general exclusions on pages **8 and 42**.

**We cover you for the risks set out below:****We do not cover:****Section 8  
Missed Departure**

We will pay you up to £300 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or returning to the **United Kingdom** if you fail to arrive at the international departure point in time to board the **public transport** on which you are booked to travel on the initial international journey of the **trip** as a result of:

1. the failure of other **public transport** or
2. an accident to or breakdown of the vehicle in which you are travelling or
3. an accident or breakdown occurring ahead of you on a motorway or dual carriage way which causes an unexpected delay to the vehicle in which you are travelling or
4. strike, industrial action or adverse weather conditions.

You may claim only under **Section 8** – Missed departure or **Section 7** – Delayed departure for the same event, not both.

*Special conditions relating to claims*

1. In the event of a claim arising from any delay occurring on a motorway or dual carriage way you must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. You must allow sufficient time for the **public transport** or other transport to arrive on schedule and to deliver you to the departure point.

**Section 8**

- (A) The first £50 of each and every incident giving rise to a claim.
- (B) Claims arising directly or indirectly from:
  - (i) Strike or industrial action existing or declared publicly by the date this insurance is purchased by you.
  - (ii) An accident to or breakdown of the vehicle in which you are travelling for which a professional repairers report is not provided.
  - (iii) Breakdown of any vehicle in which you are travelling if the vehicle is owned by you and has not been serviced properly and maintained in accordance with manufacturers instructions.
  - (iv) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
- (C) Additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.
- (D) Anything mentioned in the general exclusions on pages **8 and 42**.

COVER IN RESPECT OF SECTIONS 9 AND 10 ONLY OPERATES IF THE APPROPRIATE WINTER SPORTS EXTENSION HAS BEEN CHOSEN AND THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID.  
THIS WILL BE SHOWN ON YOUR SCHEDULE

**Section 9  
Hire of ski equipment**

We will pay you up to £20 per day, up to a maximum of £200 for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of your own **ski equipment**.

**Section 9**

- (A) Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle:
  - (i) overnight between 9 p.m. and 9 a.m. (local time) or
  - (ii) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles

**We cover you for the risks set out below:****We do not cover:***Special conditions relating to claims*

1. **You** must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of **your own ski equipment**.
2. If **ski equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **you** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If **ski equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
3. Receipts for items lost, stolen or damaged must be retained as these will help **you** substantiate **your** claim.

**Section 10  
Skipack****We will pay you:**

1. Up to £200 for the unused portion of **your** ski pack (ski school fees, lift passes and hired **ski equipment**) following **your bodily injury** or illness.
2. Up to £150 for the unused portion of **your** lift pass if lost.

*Special conditions relating to claims*

**You** must provide written confirmation from a **medical practitioner** that such **bodily injury** or illness prevented **you** from using **your** ski pack.

with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.

- (B) Loss or damage due to delay, confiscation or detention by customs or other authority.
- (C) Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- (D) Anything mentioned in the general exclusions on pages **8 and 42**.

**Section 10**

Anything mentioned in the general exclusions on pages **8 and 42**.

**We cover you for the risks set out below:****We do not cover:****Section 11****Overseas legal expenses and assistance**

**We** will pay up to £25,000 for legal costs to pursue a civil action for compensation if someone else causes **you** **bodily injury**, illness or death.

Where there are two or more **insured persons** insured by this policy, then the maximum amount payable by **us** for all such claims shall not exceed £50,000.

*Special conditions relating to claims*

1. **We** shall have complete control over the legal case through agents they nominate, by appointing agents of their choice on **your** behalf with the expertise to pursue **your** claim.
2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without **our** consent.
4. **We** will decide the point at which **your** legal case cannot usefully be pursued further. After that no further claims can be made against the **us**.
5. **We** may include a claim for **our** legal costs and other related expenses.
6. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party in respect of any indemnity paid under this policy, **you** must give such assistance as the **we** shall reasonably require and any amount recovered shall belong to the **us**.

**Section 11**

- (A) Any claim where in the **our** opinion there is insufficient prospect of success in obtaining reasonable compensation.
- (B) Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, **us**, AXA Assistance, CEGA Group Limited or their agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
- (C) Legal costs and expenses incurred prior to **our** written acceptance of the case.
- (D) Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- (E) Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
- (F) Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
- (G) Legal costs and expenses incurred if an action is brought in more than one country.
- (H) Any claim where in **our** opinion the estimated amount of compensation payment is less than £1,000 for each **insured person**.
- (I) Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- (J) Costs of any Appeal.
- (K) Claims occurring within the **United Kingdom**.
- (L) Claims by **you** other than in **your** private capacity.
- (M) Anything mentioned in the general exclusions on pages **8** and **42**.

## Special conditions specific to this Part

**Claims Conditions**

**You** must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply **we** may at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

**Claims**

**You** must notify **us** preferably by phone at the address given below, depending on the type of claim:

**All Claims except Legal expenses**

Write to CEGA Group Limited, Po Box 12, Chichester, PO19 1FS or telephone +44 (0) 1243 621386 between 9am and 5pm Monday to Friday requesting a claim form.

**Legal expenses only**

Telephone AXA Assistance on +44 (0) 1737 815201 or Fax +44 (0) 1737 815882. You can call 24 hours a day.

The notification must be made within 31 days or as soon as possible thereafter following any **bodily injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this policy.

**You** must also inform **us** if **you** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **us** without delay, **you** or anyone acting on **your** behalf must not negotiate admit or repudiate any claim without **our** written consent.

**You** or **your** legal representatives must supply at **your** own expense all information, evidence, details of household insurance and medical certificates as required by **us**. **We** reserve the right to require **you** to undergo an independent medical examination at **our** expense. **We** may also request and will pay for a post mortem examination.

**You** must retain any property which is damaged, and, if requested, send it to **us** at your **own** expense. If **we** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **our** property. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills.

**Important Conditions relating to Health**

**You** must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply **we** may at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. It is a condition of this policy that **you** will not be covered under section A – Cancellation or curtailment charges, section B – Emergency medical and other expenses, section C – Hospital benefit and section D – Personal accident for any claims arising directly or indirectly from:

a) At the time of taking out this policy:

- i) Any **pre-existing medical condition** that **you** have and **We** have agreed to provide cover. Please refer any medical conditions by telephoning Home and Legacy on +44 (0)20 7553 2404 and requesting a medical declaration form which you will need to complete and return to Home and Legacy Insurances Services Ltd
- ii) Any **medical condition** for which **you** have received a terminal prognosis.
- iii) Any **medical condition** for which **you** have not had a diagnosis.
- iv) Any **medical condition** for which **you** are on a waiting list for or have knowledge of the need for surgery, in patient treatment or investigation at a hospital, clinic or nursing home.
- v) Any circumstances **you** are aware of that could reasonably be expected to give rise to a claim on this policy.

unless **you** have been given **our** agreement.

b) At any time:

- i) Any **medical condition** **you** have in respect of which a **medical practitioner** has advised **you** not to travel or would have done so had **you** sought his/her advice.
- ii) Any **medical condition** for which **you** are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice outside of the **United Kingdom** or within the Channel Islands.
- iii) Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.

## Special conditions specific to this Part

- iv) Pregnancy or childbirth where **you** are expected to give birth within eight weeks of the start of the **trip**, during the **trip** or within eight weeks of the end of the **trip**.
- 2. If **your** health changes after the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued, **you** must telephone **our** customer helpline on +44 (0)20 7553 2404 to make sure **your** cover is not affected.

**You** should also refer to the general exclusions on pages **8** and **42**.

### General Exclusions applicable to all Sections of this Part of your *Ultra* Portfolio

We will not pay for claims arising directly or indirectly from:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under **Section 2** – Emergency medical and other expenses, **Section 3** – Hospital benefit and **Section 4** – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **Trip**.

For the purpose of this exclusion terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2. **Your** pursuit of winter sports unless sections 9 and 10 are shown as operative in **your** schedule. However, even if winter sports cover is included **you** are still not covered for the following activities: Off piste skiing without a guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, Nordic skiing, ice hockey, bobbing, tobogganing, heli skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snow mobiling, glacier skiing, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons.
3. **Your** engagement in or practice of: manual work in connection with a profession business or trade, flying except as a fare paying passenger in a fully-licensed

passenger-carrying aircraft, the use of motorised two or three wheeled vehicles unless a full **United Kingdom** driving licence is held permitting the use of such vehicles in the **United Kingdom**, professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions.

4. **Your** engagement in or practice of: boxing, bungee jumping, canoeing at grade 4 or above, caving or cave diving, canyoning, mountaineering requiring the use of guides or ropes, extreme sports of any kind, expeditions, football (if the main purpose of the **trip**), gliding, gymnastics, hang gliding, high diving, horseriding in competitions, hot air ballooning (unless as part of an organised trip with a qualified pilot), hunting, hydrospeeding, jetskiing (**Section 6** – Personal Liability only), karate, kayaking, martial arts, microlighting, parachuting, paragliding, parapenting, polo, pot holing, rafting, rugby, shark diving, sky diving, sky surfing, underwater activities requiring the use of artificial breathing apparatus (except scuba diving of less than 18 metres depth) or wrestling.
5. **Your** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
6. **Your** own unlawful action or any criminal proceedings against **you**.
7. Consequential loss of any kind (for example the replacement of locks following loss of keys).
8. Operational duties of a member of the Armed Forces.
9. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

### Emergency and Medical Service

In the event of a serious illness or accident which may lead to in-patient hospital treatment or before any arrangements are made for repatriation or in the event of **curtailment** necessitating **your** early return **home you** must contact CEGA. The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **you** must contact

Special conditions specific to this **Part**

CEGA as soon as possible. Private medical treatment is not covered unless authorised specifically by CEGA.

**Medical assistance abroad**

CEGA has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill. CEGA will also arrange transport home when this is considered to be medically necessary or when **you** have notice of serious illness or death of a close relative at home.

**Payment for medical treatment abroad**

If **you** are admitted to a hospital/clinic while abroad, CEGA will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact CEGA for **you** as soon as possible.

For simple out-patient treatment, **you** should pay the hospital/clinic yourself and claim back medical expenses from **us** on your return to the **United Kingdom**. Beware of requests for **you** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call CEGA for guidance.

**Contact CEGA on telephone number: +44 (0) 1243 621156**

**Reciprocal health agreements**

**EU, EEA or Switzerland**

If **you** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** are strongly advised to obtain Form E111 or a European Health Insurance Card (EHIC) from **your** local Post Office. This will entitle **you** to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland. In the event of liability being accepted for a medical expense which has been reduced by the use of either, a Form E111, a European Health Insurance Card or private health insurance, **We** will not apply the **deductible** under **Section 2** – Emergency medical and other expenses.

**Australia**

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the booklet containing the E111 form. Alternatively please call CEGA for guidance.

If **you** are admitted to hospital contact must be made with CEGA as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

**Contact CEGA on telephone number: +44 (0) 1243 621156**

**Code No.** The following **endorsements** apply to **your Ultra Portfolio** only if their code number is shown on **your Schedule**.

- 1 Agreed Value**  
Any item, pair or set insured under **Part C** or **Part D** which has been specified in the **schedule** with a corresponding sum insured and description to the satisfaction of **Insurers** will be deemed to be insured on an agreed value basis and no further proof of value will be required in the event of an **insured event**.
- 2 Building Society or Bank Interest**  
The interest of the Bank or Building Society as stated in the **Schedule** is noted by **Insurers**.
- 3 Business Use**  
The liability insurance given by this **Ultra Portfolio** is extended to include legal liability arising from **your** use of the **home** for the business purpose advised to **Insurers** and noted in the **Schedule**. This extension does not however extend to include any liability caused by advice given or acts or omissions in the course of that business.
- 4 Collectible Carpets**  
**Insurers** do not cover loss of or damage to carpets and rugs directly or indirectly caused by:
- (i) staining from any cause;
  - (a) where the loss or damage results from bursting or overflowing of fixed water tanks, apparatus or pipes, storm, flood or water damage following fire;
  - (ii) burning caused by cigarettes or other smoking materials except:
    - (a) where damage is caused by any person who is on the premises as a trespasser.
- 5 Contact Lenses**  
The coverage given by **Part D** of this **Ultra Portfolio** also covers loss of corneal or contact lenses, except as regards losses occurring whilst bathing or swimming.
- 6 Contractors**  
The coverage provided by this **Ultra Portfolio** excludes loss, damage or liability caused directly or indirectly by contractors.
- 7 Flood**  
The coverage provided by this **Ultra Portfolio** excludes any loss or damage caused by flood.
- 8 Hotels and Motels**  
The coverage provided by this **Ultra Portfolio** excludes loss of or damage to jewellery or watches occurring whilst **you** are staying at an hotel or motel except when being worn by **you** or a member of **your Household** or whilst in the principal safe of the establishment concerned.

**Code No.**

- 9 Jewellery and Watches**  
The coverage provided by this **Ultra Portfolio** excludes loss or damage to jewellery or watches unless the item in question is:
- (a) being worn by **you** or a member of **your Household**;
  - (b) being carried by hand by **you**, a member of **your household** or **your** domestic employees and was at the time under the constant personal supervision of the person concerned;
  - (c) in a Bank or locked in a safe. As regards hotels and motels, "safe" means the principal safe of the hotel or motel concerned. "Safe" does not include room safes.
- 10 Keys**  
The coverage provided by this **Ultra Portfolio** excludes loss or damage caused by theft from any safe in the **home** unless all keys capable of opening the safe concerned are removed from the home whenever the premises are left unattended.
- 11 Non-standard construction building**  
This insurance is extended to include the main building of the **home** shown in the schedule which is not of standard construction.
- 12 Open fires for thatched buildings**  
**Insurers** do not cover loss or damage directly or indirectly caused by fire where, for the thatched building shown in the **schedule**, open fires are in use.
- 13 Personal possessions held for business or professional purposes**  
This **part** of the **Ultra Portfolio** is extended to include **personal possessions** held for **business** purposes.
- 14 Locks and Alarms**
- (a) all locks and alarms present at inception of this insurance or specifically requested by **Insurers** are put fully into effect whenever **you** or a member of **your Household** leave the **home** unattended or without a responsible person on the premises; and
  - (b) when the last member of **your Household** retires for the night,
    - (i) all such door locks and all such locks on ground floor or basement or cellar windows shall be put into effect to secure those doors and windows in a fully closed position; and
    - (ii) all such locks on other accessible windows shall be put fully into effect to secure the windows concerned in a fully closed position, except as regards occupied bedrooms; and
    - (iii) any such alarm (provided the design and circuitry so permit) is set to provide protection to the doors, windows and other openings or vulnerable areas on the perimeter of the **building**.
  - (c) any such alarm system will be maintained regularly under a maintenance contract with a company approved by NACOSS or SSAIB; and

## Standard Endorsements

### Code No.

- (d) if the alarm breaks down and is not repaired within 24 hours of **you** becoming aware of the breakdown **you** will tell **Insurers** and follow their reasonable security recommendations; and
- (e) **you** will not modify such locks or alarms in such a way as to make them less effective as protections, without the prior written agreement of **Insurers**.

If this clause is breached, **Insurers** may reduce the claim to the extent that the breach caused or contributed to the claim concerned.

### 15 Sports Equipment Extension

The coverage provided by this **Ultra Portfolio** is extended to include loss of or damage to sports equipment whilst in use, but subject to a **deductible** £100 each accident or event.

### 16 Storm Exclusion I

The coverage provided by this **Ultra Portfolio** excludes loss or damage caused by storm or any flood caused by storm.

### 17 Storm Exclusion II

The coverage provided by this **Ultra Portfolio** excludes loss of or damage to outbuildings caused by storm or any flood caused by storm, unless the outbuilding concerned is of **standard construction**.

### 18 Subsidence Exclusion

The coverage provided by this **Ultra Portfolio** excludes loss or damage caused by subsidence, ground heave or land slip.

### 19 Thatched Buildings

The coverage provided by this **Ultra Portfolio** excludes loss or damage caused to thatched buildings by, fire or smoke unless, for each thatched building, the following precautions are taken:

- (a) All chimneys are kept in a good state of repair and are professionally cleaned each year before any use between 1 October and the following 30 April; and
- (b) The wiring installation is inspected every six years by an electrician approved by the National Inspection Council of Electrical Installation Contractors (NICEIC), a copy of the Certificate of Inspection is provided to **Insurers** and all recommendations of the electrician carried out; and
- (c) One water fire extinguisher is kept in each room in which fires are lit; and
- (d) One fire blanket and one dry powder fire extinguisher is kept in the kitchen.

### 20 Theft by Bailee or Custodian

**Insurers** do not cover theft or conversion of the property insured or shown in the **schedule**, (all **Parts**), by any bailee or custodian in occupation of the **home**.

### 21 Theft Exclusion

The coverage provided by this **Ultra Portfolio** excludes loss or damage caused by theft or attempted theft.

### 22 Violent Theft Only Limitation

The coverage provided by this **Ultra Portfolio** excludes loss or damage caused by theft or attempted theft, unless forcible and violent means are used to enter or leave the building concerned.

### Code No.

### 23 Wine

This **Ultra Portfolio** excludes loss of or damage to wine caused by:

- (i) Mysterious disappearance;
- (ii) Conversion, misappropriation or failure to keep proper records by any supplier of wine storage facilities;
- (iii) Bankruptcy, liquidation insolvency or the like of any person (including a company);
- (iv) Evaporation or gradual leakage;
- (v) Climatic conditions, cork fly or inherent vice.

### 24 Let Property

This **Ultra Portfolio** excludes the following perils, from all **parts**, in respect to all property which is commercially let to anyone:

- (i) Theft or attempted theft unless entry to the building concerned is obtained by force and violence or by deception.
- (ii) Accidental damage caused by sudden, external and visible means.

### 25 Excluding Accidental Damage – Part A (Buildings)

The coverage provided by **Part A** of this **Ultra Portfolio** excludes accidental damage caused by sudden, external and visible means.

### 26 Excluding Accidental Damage – Part B (Contents)

The coverage provided by **Part B** of this **Ultra Portfolio** excludes accidental damage caused by sudden, external and visible means.

### 27 Building Works

The coverage provided by this **Ultra Portfolio** excludes

- a) loss or damage caused by theft or attempted theft, unless forcible and violent means are used to enter or leave the building concerned.
- b) accidental damage caused by sudden, external and visible means.
- c) theft and storm in respect of all unfixed materials left in the open.

### 28 Theft from unattended Road Vehicles

The coverage provided by this **Ultra Portfolio** in respect of Theft from unattended road vehicles is limited to £5,000 any one **event**.

### 29 Claims Settlement Option

**Insurers** will at their option repair, replace or pay the cost of replacement of the lost or damaged **Personal Possessions**, whether or not they are individually specified on the **schedule**. This **endorsement** specifically amends the basis of claims settlement in respect of **Part D** set out on **page 23** of this **Ultra Portfolio**.

### 30 Proof of Value

**Insurers** will not pay more than £5,000 in respect of **outdoor items** or **contents** or **fine art, gold, silver, gold and silver plate** and **antiques** or **personal possessions** unless **you** can provide to **Insurers** a valuation or other such proof of value for the lost or damaged property. This **endorsement** specifically amends the basis of claims settlement in respect of **Parts A, B, C** and **D** set out on **pages 9 and 13, 20 and 23** of this **Ultra Portfolio**.

Many of the words and phrases used in this policy have special meanings. Unless the context otherwise requires, the following terms used in this **Ultra Portfolio** have the following meanings and will appear in bold type throughout the policy:

#### Appointed Representative

A solicitor or any appropriately-qualified person appointed to act in a professional capacity for **You** in accordance with the terms of this insurance.

#### Bodily Injury

An identifiable physical injury sustained by **You** caused by sudden, unexpected, external and visible means, illness or disease.

#### Buildings

The **private residence** specified in the **schedule** or where more than one residence is specified all of them, and includes the structure of the **building**, outbuildings used for domestic purposes, cables, utilities, drains, tanks, pipes, underground services, inspection hatches and covers, decorative finishes, fixtures and fittings, domestic fixed fuel tanks and cesspits, swimming pools, hard tennis courts, lawns, garden walls, patios, terraces, ornamental man-made ponds, fountains, hedges, fences, gates, paths and drives situated at the address or addresses shown in the **schedule** which belong to **you** or for which **you** have a legal responsibility.

#### Business

Any employment, trade, occupation, profession  
A farm operation generating gross revenues exceeding £5,000 in any one year.

#### Business Property

Business property is limited to office furniture, furnishings, office equipment including documents, computer equipment and computer records.

#### Close Business Associate

Means any person whose absence from business for one or more complete days at the same time as **your** absence prevents the proper continuation of that business.

#### Close Relative

Means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, stepchild, stepsister, stepbrother, aunt, uncle, cousin, nephew, niece, legal guardian, common-law partner or fiancé/fiancée.

#### Commencement Date

The start of the **Period of Insurance** as shown in the Schedule.

#### Contents

The **contents** of the **buildings** comprising clothing, **outdoor items**, **personal possessions**, **business property**, household furniture and furnishings, domestic appliances and utensils, gardening implements, tractors and their trailers used for domestic purposes, **fine art**, **gold**, **silver**, **gold and silver plate and antiques**, **furs**, **money**, tenants' fixtures and fittings, all of which belong to **you** or which **you** have a legal

responsibility, including interior decorations if **you** are responsible for them as a tenant. This definition does not include watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles children's motor cars quad bikes and children's quad bikes) other than mechanically propelled gardening equipment.

#### Contractor

A qualified person approved and instructed by the **Home & Legacy Helpline** to undertake **Emergency Work**.

#### Court

A **Court**, tribunal or other competent authority.

#### Curtailement / Curtail

Means abandoning the **trip** by direct return to the **United Kingdom** or by attending a hospital abroad for in excess of 48 hours as an in-patient.

#### Credit cards

Bankers' cash, charge, cheque or credit cards which **you** or those members of **your** family living with **you** or any other person who forms part of **your household** are entitled to possess under the terms of the issue of each card.

#### Deductible

The amount specified in any of the **schedules** as being the first part of the loss and expense resulting from the same occurrence and which **you** must bear.

If the amount which **you** would otherwise claim is less than the **deductible** then **you** have to pay the whole loss.

If it is in excess of the deductible, **Insurers** will only pay that portion of **your** loss above the deductible. For any event insured under **Parts A to F**, only one deductible will apply.

#### Emergency

An unforeseen situation which if not dealt with quickly would:-

- a) render **Your Home** unsafe or insecure; or
- b) damage or cause further damage to **Your Home**; or
- c) cause unreasonable discomfort, risk or difficulties for or to **You**

The **Insurer** will treat all emergencies linked by cause or time as one **Emergency**.

#### Endorsement

Refers to two types of variation of the basic wording of this **Ultra Portfolio**. The first are those standard **endorsements** listed on **pages 50 and 51** of this **Ultra Portfolio** and which only apply to **your** policy if the appropriate code is shown in your **schedule**. The second, is when because of circumstances it is necessary to change the cover afforded by this policy in some other way and this is done by a written variation which is contained in a certificate of endorsement, which should always be attached to **your Ultra Portfolio**.

#### Event

The incident or the start of a series of incidents which lead to a claim.

#### Fine art, gold silver, gold and silver plate and antiques

Articles of special or high quality or of artistic merit, and includes, but is not limited to collectible furniture, rugs, tapestries, drawings, etchings, paintings, photographs, prints,

books, manuscripts, porcelain, sculptures, stamps or coins forming part of a collection, articles made of precious metal and/or semi-precious or precious stone, gold and silver plated items, and other collectible items or objects of virtue either owned by **you** or for which **you** have a legal responsibility to the owner. **Fine art, gold, silver, gold and silver plate** and **antiques** excludes jewellery, **furs** and guns which must be specifically insured under the **personal possessions section** of this *Ultra Portfolio*.

#### Franchise

The amount stated in the **schedule** which a property claim, other than losses arising from subsidence, ground heave, or landslip, must exceed before **Insurers** will disregard any deductibles that would otherwise apply.

#### Furs

Articles made of or containing fur whether natural or artificial.

#### Good faith

The words **good faith** may have other meanings under the law and legislation, but for policy purposes essentially **good faith** means the mutual obligations of **you** and the **Insurers** to conduct affairs affecting the policy including claims in a fair and reasonable manner. In particular for **you** to ensure that the **Insurers** are, before they agree to cover **you**, accurately informed of all the circumstances affecting **you** and the risk(s) **you** wish them to take and are not misled in relation to those risks and the nature of the financial obligations they are undertaking to **you** by reason of the acceptance of the insurance with them.

#### Helpline

The Legal Counselling and Legal Advice telephone helplines which are provided by FirstAssist Services Limited, Wheatfield Way, Hinckley, Leicestershire LE10 1YG.

#### Home

Refers to **your private residence** as specified in the **schedule** or where **you** have two or more private residences, so long as each are specified in the **schedule**, each of them separately. **Home** includes the area of the plot described in the title deeds of each **home** as well as the structure and outbuildings used for domestic purposes, the address of each being as shown in the **schedule**. In respect of **Part F**, **Home** means one of **your** usual places of **residence** in the **United Kingdom**.

#### Home & Legacy Helpline

The Home & Legacy Emergency Domestic **Helpline** which is operated by Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

#### Household

Those members of **your** family, **your** relatives and any other persons (but not boarders or lodgers) permanently living with **you** at any **home** together with permanently resident domestic servants employed by **you** or a member of **your** family.

#### Identity Fraud

A person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or

helping someone else to commit an illegal act. An act, or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

#### Insurance adviser

The person or company who **you** normally consult to arrange insurances for **your** benefit or have consulted to arrange the insurances which are part of this *Ultra Portfolio*.

#### Insured event

Any circumstance giving rise to a claim for compensation under a **Part** of this *Ultra Portfolio* that is in force.

#### Insured person

Each of the persons named in the **schedule** applicable to each **Part** of this policy such as **buildings, contents** and **personal possessions**. In respect to **Part F Insured Person** is extended to include all permanent members of **your Household**.

#### Insurer

**The Insurer for Parts A-D and Part F** means Axa Insurance UK plc, Registered in England No 78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD, FSA Register No. 202312.

**The Insurer for Part E, Section 1, Family Legal Protection and Section 2, Identity Fraud** is Great Lakes Reinsurance (UK) PLC, Registered in England and Wales No. 2189462, Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority, registration number is 202715 and is a non-life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

**The Insurer for Part E Section 3, Emergency Property Assistance** is Europ Assistance Insurance Limited, Registered in England and Wales No. 01708613, Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN. Europ Assistance Insurance Limited is authorised and regulated by the Financial Services Authority, registration number is 202846 and is a non-life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

#### Legal costs and expenses

Reasonable legal fees and costs of legal proceedings incurred by **you**, costs of any civil proceedings incurred by **your** opponent for which **you** may be made liable by court order or may pay with **Insurers** consent and which are not otherwise recoverable.

#### Legal Costs and Expenses – for Part E

**Your Appointed Representative's** fees, costs and disbursements to which **We** have agreed in advance or the costs of any other people involved in the **Legal Proceedings** if **you** have to pay those costs. This includes costs following an 'out-of-court' settlement to which **We** have agreed in advance. This does not include any damages, fines or penalties **You** have to pay.

**Legal Proceedings**

The pursuit or defence of legal disputes but excluding non-contentious matters.

**Luggage**

Means baggage, clothing, personal effects, valuables and other articles which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any **trip**.

**Medical Condition**

Means any disease, illness or injury.

**Medical Practitioner**

Means a registered practicing member of the medical profession who is not related to **you** or any person with whom **you** are travelling.

**Money**

The currency in issue in the **United Kingdom**, but includes the lawful currency of any foreign country and also includes bankers drafts, cheques, postal and money orders, securities, saving stamps and certificates, premium bonds, negotiable instruments and any similar instruments which can be dealt with in a manner similar to any of those indicated.

**Month**

A calendar month.

**Named Insured**

The person described in the **schedule**.

**Outdoor items**

Items of **contents** which are kept permanently out of doors, including but not limited to statues and garden ornaments, trees, shrubs, plants, lawns and hedges.

**Part**

This wording is divided into 6 **Parts** lettered A to F. **Your** selection of coverage is set out in the **Schedule**.

**Period of insurance (Parts A-E)**

The duration of cover provided by **your Ultra Portfolio** and its **Parts** is shown on **your schedules** to be found in the front pocket of this **Ultra Portfolio**. (In some instances the **period of insurance** may be different for different sections of this **Ultra Portfolio** and therefore should be checked by **you**). Each period of renewal is treated as a separate period.

**Period of Insurance (Part F)**

Means the period for which **we** have accepted the premium as stated in the schedule. During this period any **trip** not exceeding 61 days is covered. Under these policies **Section 1** - Cancellation cover shall be operative from the date stated in the schedule or the time of booking any **trip** (whichever is the later) and terminates on commencement of any **trip**.

For all other **sections** of this **Part** of the policy, the insurance commences when **you** leave **your home** or in respect of a business trip **your** place of business in the **United Kingdom** (whichever is the later) to commence the **trip** and terminates at the time of **your** return to **your home** or place of business in the **United Kingdom** (whichever is the earlier) on completion of the **trip**.

The **period of insurance** is automatically extended for the

period of the delay in the event that **your** return to the **United Kingdom** is unavoidably delayed due to an event insured by this policy.

**Personal possessions**

Items which **you** or members of **your household** would wear or carry around for personal use, adornment or convenience including but not limited to jewellery, gems, pearls, furs, guns, baggage, watches, pedal cycles, tack, saddles, rugs, clothing, suitcases and bags for conveyance of **your personal possessions** all of which belong to **you** or for which **you** are legally responsible. **Personal possessions** excludes **money** and **credit cards** which must be specifically insured under the **money and credit card section** of this **Ultra Portfolio**.

**Photographic equipment**

This includes cameras, camcorders and their accessories and includes film projection machines, films and accessories but not video recorders or video tapes.

**Policyholder**

The person shown as the policyholder in the **schedule**. If there is more than one person named on the **schedule** as the policyholder, this policy applies both jointly and individually.

**Pre-existing medical condition**

Means

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke or cancer for which **you** have ever received treatment (including surgery, tests or investigations by **your** doctor or a consultant/specialist and prescribed drugs or medication).
- b) Any medical condition for which **you** have received surgery, in-patient treatment or investigations in a hospital or clinic within the last six months.

**Primary Heating System**

The principal central heating and hot water systems including but not limited to boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder and radiators but excluding any form of solar heating system and non-domestic central heating boiler or source.

**Private residence**

The house or apartment specified in the **schedule**.

**Prospects of success**

In **our** reasonable opinion:

- a. it is more probable than not that **your** claim will succeed assuming it is determined at a final hearing and **you** will be able to obtain the compensation or result **you** are seeking; and
- b. **your** interests cannot be better achieved by other means

**Public Transport**

Means any publicly licensed aircraft, sea vessel, train or coach on which **you** are booked to travel.

**Redundancy**

Unemployment where **you** qualify under the Employment Protection Act (where **you** have been continuously employed on a permanent basis by the same employer).

**Resident**

A person who has their main **Home** in the **United Kingdom** and has not spent more than six months abroad in total during the preceding year prior to the date of purchase of the Policy.

**Risk**

The possibility of an unforeseen and unintended occurrence happening.

**Schedule**

The **Schedules** are the documents which give details of the insurances **you** have selected. They contain details of the **policyholder, private residence, sums insured, and period of insurance**, premium, and details of which sections of this **Ultra Portfolio** are insured including **deductibles** applicable to each insured **section**. **You** may have more than one **Schedule**.

**Section**

Some **Parts** are sub-divided into **Sections**.

**Ski equipment**

Skis, poles, boots, bindings, snowboards, ice skates and other accessories.

**Ski pack**

Hired equipment, ski school fees and lift passes.

**Solicitor**

The solicitor or firm of solicitors or other suitable qualified person, firm or company nominated to act for **you**.

**Specification**

A detailed list of items and values attached to the **Schedule**.

**Standard construction**

This means built of brick, stone or concrete, and roofed with slate, tile, concrete, asphalt or any incombustible mineral material.

**Sum insured**

The maximum amount **Insurers** will pay if you suffer an insured loss. The amount varies between **Parts** and **Sections**. Details are set out in the **Schedule(s)**. Unless otherwise stated, it continues in full following the payment of a claim without an adjustment in premium.

**Territorial Limits**

**Section 1, Family Legal Protection and Section 2, Identity Fraud means the United Kingdom. For Sections 1 a) Personal Injury and b) Consumer** limits are extended to the European Union, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

**For Part E, Section 3, Emergency Property Assistance**

means the mainland of Great Britain, plus the Isle of Wight, Isle of Man, Northern Ireland and the Channel Islands

**Trip**

Means any holiday, business or pleasure trip or journey made by **you** anywhere in the world which begins and ends in the **United Kingdom** during the **period of insurance** but excluding one way trips or journeys. Any **trip** over 61 days is not insured, unless agreed in advance by **us** and any **trip** solely within the **United Kingdom** is only covered where **you** have pre-booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Each **trip** under annual multi trip cover is deemed to be a separate insurance, each being subject to the terms, definitions, exclusions and conditions contained in this policy.

**Unattended**

Means when **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

**Ultra Portfolio**

The collection of insurances made up from those **Parts** of this document as are agreed between **you** and **your Insurers** will be covered. The list of **Parts** in **your Ultra Portfolio** is set out in the **Schedule**. This **Ultra Portfolio** is dated 1st May 2005.

**United Kingdom**

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

**Unoccupied**

A **home** becomes **unoccupied** if it, (a) has not been lived in for more than 60 consecutive days, or (b) is not furnished for full habitation.

**Vaulted**

Held within a safe deposit or by a bank in its safe or strongroom as specified in the **Schedule**.

**We/Us/Our**

**For Parts A-D** means Home and Legacy Insurance Services Limited

**For Part E, Section 1, Family Legal Protection and Section 2, Identity Fraud** means FirstAssist Insurance Services Limited (FirstAssist) Registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

FirstAssist arranges and administers this insurance on the **Insurer's** behalf. Written notification of any claims under these Sections of the policy must be addressed to The Legal Expenses Claims Department, FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU. First Assist Insurance Services Limited is authorised and regulated by the Financial Services Authority

## *Home & Legacy Insurance*

(FSA), Register number 310671 and **You** can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**For Part E, Section 3, Emergency Property Assistance** means Europ Assistance Holdings Limited, Registered in England and Wales No. 758979, Registered Office: Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**For Part F** means Axa Insurance UK plc, Registered in England No.78950, Registered Office: 5 Old Broad Street, London, EC2N 1AD. Axa Insurance UK plc is authorised and regulated by the Financial Services Authority (FSA), Register number 202312.

### **Winter Sports**

Skiing, snow boarding and ice skating.

### **Work**

All efforts made by the **Contractor** to rectify, limit or prevent damage in respect of the Events covered by **Part E**, Section 3 of the policy.

### **You/your**

**Parts A to E** means the person named in the **schedule(s)** as the policyholder and all permanent members of his/her **household**.

**Part F** means the policyholder and all permanent members of his/her **household** travelling on a **trip**.

*& home  
legacy*