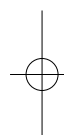
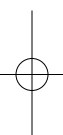


Your **stronger** option



# Advantage Home Insurance

Policy Document



# Advantage Home Insurance

## Policy Document

### Welcome to Brit Insurance and thank you for taking out our Home Insurance Policy.

This is *Your Policy* document and contains details of *Your* insurance cover so please keep it in a safe place. It forms part of *Your* contract with Brit Insurance Limited, so please read it carefully, noting what this *Policy* covers and also what is excluded. The insurance relates ONLY to those sections of the *Policy* which are shown in the *Schedule* as being included.

This *Policy* of insurance, *Schedule* and any endorsement applying to *Your Policy*, form *Your* Brit Home Insurance contract. Please read the whole document carefully. It is important that *You* make sure that the sections *You* have requested are included.

It is also important that *You* understand *Your* responsibilities under the insurance *Policy* as a whole and also for the sections that apply to *You*.

This document also contains details of how to make a claim should *You* need to.

Please contact *Your* broker immediately if this document is not correct, or if *You* have any immediate questions.

Signed by **Dane Douetil**, Chief Executive  
on behalf of **Brit Insurance Limited**

#### **Brit Insurance Limited**

55 Bishopsgate, London EC2N 3AS  
T: 020 7984 8500 F: 020 7984 8501

[www.britinsurance.com](http://www.britinsurance.com)

Registered in England number 2763688 at 55 Bishopsgate, London EC2N 3AS  
Authorised and regulated by the Financial Services Authority  
Member of the Association of British Insurers  
A subsidiary of Brit Insurance Holdings PLC

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## Introduction

This *Policy* of insurance, *Schedule* and any *Endorsement(s)* applying to *Your Policy* form *Your Home Insurance Policy*. This document sets out the conditions of the contract of insurance between *You* and *Us*. *You* should keep it in a safe place.

This *Policy* has been prepared in accordance with *Your* instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with *Your* requirements and that *You* understand its limits, terms, conditions and exclusions. If *You* have any immediate questions, or there is something *You* are not sure about, please contact *Your Broker* who arranged this *Policy* for *You*.

Each *Premises* included under this insurance is considered to be covered as if separately insured. *We* will not pay more than the sum(s) insured shown in the *Schedule*.

### Your responsibilities to ensure your cover is effective

*You* must take all reasonable steps to prevent loss, damage or an accident and keep the *Buildings* in a good state of repair.

*You* must tell *Your Broker* immediately if *You*

- stop *Using* the *Home* as *Your* permanent private residence, or
- if *You* intend to leave the *Home Unoccupied* or it is likely that the *Home* will become *Unoccupied*.

### Informing us of any changes

*You* should tell *Your Broker* immediately about any changes to *Your* circumstances that will affect this *Policy*.

### Correct amounts insured

*You* must keep the sums insured at a level which represents the full value of the property. Full value should represent:

For *Buildings* – the full rebuilding cost including removal of debris and professional fees

For *Contents* – the current cost as new

For *Valuables, Precious Metals, Antiques and Works of Art* – the current market value.

### Building works

*You* must also tell *Your Broker* before *You* start any conversions, renovations; extensions or other structural work to the *Buildings*. When *We* receive this notice *We* have the option to change the conditions of this insurance. If *You* fail to tell *Us* *We* will not have to pay any claim caused by or resulting from the building works.

### The Effects of Index-Linking

The sums insured in Section 1 – *Buildings* and Section 2 – *Contents* will be indexed each month in line with the following:

Section 1 – *Buildings*: The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.

Section 2B – *Contents*: The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by *Us*.

*We* will not charge *You* an extra premium for any monthly increase, but at each renewal *We* will calculate the premium *Using* the new sums insured. For *Your* protection should the index fall below zero *We* will not reduce the sum insured.

### Cooling Off Period

If *You* have not received a copy of *Your* full terms and conditions when *You* purchase *Your* insurance *Policy* from *Us*, *You* may cancel *Your Policy* within fourteen days from the date that *Your Policy* documents are received without penalty. *We* will not make a charge providing *You* do not need to make a claim.

### Cancellation Clause

*We* can cancel this insurance by giving you 30 (thirty) days' notice in writing. Any return premium due to *You* will depend on how long this insurance has been in force. *You* can also cancel this insurance at any time by writing to *Your Broker*. Any return premium due to *You* will depend on how long this insurance has been in force and whether *You* have made a claim.

### Contracts (Rights of Third Parties) Act 1999

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

## Definitions

These Definitions are applicable to the whole *Policy* or, where specifically stated, to a particular Section of the *Policy* wherever the words appear in italics starting with a Capital letter. These Definitions are subject to the terms, conditions, limits and exclusions of the *Policy*.

### A

#### Antiques and Works of Art

Antiques and Works of Art includes but is not limited to furniture, paintings, drawings, china, glass, porcelain and all other collectable property which belongs to *You* or for which *You* are legally responsible provided it is not business property.

### B

#### Broker

The Insurance broker who arranged this insurance on *Your* behalf.

#### Buildings

- The *Home*
- Fixtures and fittings that are fixed to and form part of the structure of *Your Home* (including radio and television aerials, satellite dishes, their fittings and masts, decorations including wall paper, murals and stencilling, bathroom suites, fitted kitchens and flooring)
- Underground service pipes and cables, sewers, drains and septic tanks
- Permanently installed lighting, swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences, hedges and fixed fuel tanks

which *You* own or for which *You* are legally responsible within the *Premises* named in the *Schedule*.

### C

#### Contents

Household goods and personal property, which belongs to *You* or for which *You* are legally responsible. See page 11 for a complete list of what is covered within *Contents*.

#### Credit Cards

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

### D

#### Deductible

The amount for which *You* are responsible of each agreed claim.

### E

#### Endorsement

A change in the terms and conditions of this insurance. If any apply to this they will appear on *Your Schedule*.

### H

#### Home

The house or flat including the garages, greenhouses and outbuildings at the same address *Used* for domestic purposes at the *Premises* shown in the *Schedule*.

### I

#### Identity Theft

Means someone, 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 series of acts, against one of *You* by one person or group of people is considered to be one *Identity Theft*.

### M

#### Money

Any of the following held for private or domestic purposes:

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens
- travel tickets.

### P

#### Period of Insurance

The length of time for which this insurance is in force, as shown in the *Schedule*, for which *You* have paid and *We* have accepted a premium.

#### Policy

This insurance *Policy*, *Schedule* and any endorsements relating to the insurance cover.

#### Precious Metals

Means any metal that has a high economic value due to its rarity and includes but is not limited to gold, silver and platinum and metal items that are plated with the same.

#### Premises

The address which is named in the *Schedule*.

## Definitions for Section 4 only

These Definitions are applicable to Section 4 of this *Policy* only.

### S

#### Schedule

The Schedule is part of this insurance *Policy* and contains details of *You*, the *Premises*, the sums insured, the *Period of Insurance* and the sections of this insurance that apply.

### T

#### Terrorism

Any act(s) of any person(s) or organisation(s) involving;

- a The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisations(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

#### Tenants Improvements

Improvements *You* have made to the fixtures and fittings (including decorations) and any radio and television aerials, satellite dishes and their fittings and masts that belong to *You* or for which *You* are legally responsible. This applies where *You* do not own or are not responsible for insuring the *Buildings*.

### U

#### United Kingdom

The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

#### Unoccupied

A *Home* is unoccupied if it has not been lived in for 60 (sixty) consecutive days, or does not have enough furniture to be lived in normally.

### V

#### Valuables

Includes but is not limited to any jewellery, watches and furs.

### W

#### We/Us/Our

Brit Insurance Limited.

### Y

#### You/Your/insured

The person or persons named in the *Schedule* and all members of their family who permanently live in the *Home*, including domestic staff that live in the *Home*.

### C

#### Capita Assistance

Capita Assistance, a trading division of Capita Insurance Services Limited, acting on *Our* behalf to manage this legal expenses insurance.

#### Conditional Fee

A valid agreement made between *You* and *Your Professional Adviser* with *Capita Assistance's* prior written consent where the *Professional Adviser's* fees and disbursements or any part of them are payable by *You* only if *Your* claim succeeds.

#### Costs

Up to the *Limit of Cover*:

- a reasonable unrecovered legal fees, costs and disbursements which *You* are liable to pay to *Your Professional Adviser*, and
- b reasonable legal fees and disbursements *You* are ordered to pay or have agreed to pay (with *Capita Assistance's* permission in writing).

### E

#### Effective Date

The date during the *Policy Period* on which this 'claims made' legal expenses cover first started as shown in the *Schedule*.

#### Excess

The first £50 of *Your Costs* except in relation to Tax Cover, on page 20 where the amount is £150.

### L

#### Legal Action

Steps *You* need to take to protect *Your* legal rights through a court, as long as that court is within Great Britain, Northern Ireland, The Channel Islands or the Isle of Man.

#### Limit of Cover

£75,000 being the maximum sum *We* will pay for all claims under Section 4 – Family Legal Protection arising from one or more events occurring at the same time, in the same place or from the same cause.

### P

#### Period of Insurance

The period not exceeding one calendar year during which this legal expenses cover is in force as shown in the *Schedule*

#### Policy Period

The period of legal expenses cover administered by *Capita Assistance* starting with the date on which *You* first took out that cover and ending with the expiry of the *Period of Insurance* as long as there has been no break in cover at any stage.

#### Professional Adviser

The firm of solicitors or suitably qualified tax adviser appointed to act for *You* under this legal expenses insurance.

#### Prospects of Success

In *Capita Assistance's* 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

### Y

#### You/Your/Yourself

The Policyholder named in the *Schedule* whose permanent residence is within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and his or her husband, wife or partner and their:

- a children under the age of 21; and
- b parents if normally living with the Policyholder agreement.

## Section 1 | Buildings

### What is covered

This insurance covers the **Buildings and Tenants Improvements** for physical loss or physical damage during the **Period of Insurance**.

### What is not covered

- 1 The *Deductible*.
- 2 Loss or damage directly or indirectly caused by or arising from:
  - a any demolition, alteration, extension, repair, cleaning, maintenance or any other similar process to the *Buildings*
  - b warping, shrinking or normal settlement or collapse
  - c moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or any other gradually operating cause
  - d misuse or faulty design, specification, workmanship or materials
  - e dryness, dampness, extremes of temperature or exposure to light
  - f chewing, scratching, tearing or fouling by animals.
  - g pollution and/or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the *Premises*.
- 3 The cost of general maintenance, electrical or mechanical faults or breakdown.
- 4 Loss or damage caused by storm or flood to gates, fences and hedges.
- 5 Damage caused by frost other than to fixed water tanks, apparatus or pipes.
- 6 Loss or damage whilst the *Buildings* are *Unoccupied* unless such loss or damage is caused by:
  - a fire, lightning, explosion or earthquake
  - b aircraft and other flying devices or items dropped from them
- 7 Loss or damage caused by subsidence or heave of the site upon which the *Buildings* stand or landslip:
  - a to domestic fixed fuel tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and hedges unless the private dwelling is also affected at the same time by the same event
  - b to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event
  - c as a consequence of coastal or river erosion.

### What is covered

- 1
  - a **Loss of rent due to *You* which *You* are unable to recover as landlord whilst *Your Home* cannot be lived in because or loss or damage *We* have agreed to pay for under this insurance.**
  - b **The reasonable and necessary additional costs of alternative accommodation whilst *Your Home* cannot be lived in because or loss or damage *We* have agreed to pay for under this insurance. This includes accommodation for *Your* domestic pets and horses.**
  - c **The reasonable and necessary additional costs of alternative accommodation due to a local authority prohibiting *You* from living in *Your Home* due to physical loss or physical damage to a neighbouring property. This includes accommodation for *Your* domestic pets and horses.**
- 2 **Costs *You* have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation;**
  - a **within *Your Home*.**
  - b **from the underground service pipes for which *You* are legally responsible outside the *Home* but at the address shown in the *Schedule*.**
- 3 **Increased metered water or domestic heating fuel charges *You* have to pay following an escape of water or domestic heating fuel, which gives rise to an admitted claim under Section 1.**
- 4 **Costs *You* have to pay to restore *Your* garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by malicious persons or the Emergency Services.**
- 5 **Anyone buying *Your Home* who will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is the sooner.**
- 6 **Expenses *You* have to pay and which *We* have agreed in writing for:**
  - a **Architects', surveyors', consulting engineers' and legal fees**
  - b **The cost of removing debris and making safe the building**
  - c **Costs *You* have to pay in order to comply with any government or local authority requirements**

following loss or damage to the *Buildings* which is covered under Section 1.

### What is not covered

- a Loss of rent for a period of more than 24 (twenty four) months.
  - b Additional costs of alternative accommodation for a period of more than 24 (twenty four) months.
  - c Additional costs of alternative accommodation for a period of more than one month following a local authority prohibiting *You* from living in *Your Home* due to physical loss or physical damage to a neighbouring property.
  - d More than £10,000 for the accommodation of *Your* domestic pets and horses.
  - e The *Deductible*.
- a More than £5,000 any one claim.
  - b More than £10,000 in total during the *Period of Insurance* for the cost *You* have to pay finding the source of a water leak outside of the *Home*.
  - c The *Deductible*.
- a More than £2,500 any one claim If *You* claim for such loss under Sections 1 and 2 *We* will not pay more than £2,500 in total for any one claim.
  - b The *Deductible*.
- a More than £500 for any plant, tree or shrub.
  - b More than £5,000 in total during the *Period of Insurance*.
  - c The *Deductible*.

If the *Buildings* are insured under any other insurance.

Any expenses for preparing a claim or an estimate of loss or damage.  
Any costs if government or local authority requirements have been served on *You* before the loss or damage.

## Section 1 | Buildings continued

### Claiming Under Section 1 – Buildings

If *Your* claim for physical loss or physical damage to *Your Buildings* is covered under Section 1, *We* will pay the full cost of repair or rebuilding provided that:

- a** the *Buildings* were in a good state of repair immediately prior to the physical loss or physical damage, and
- b** the sum insured is enough to pay for full cost of rebuilding the *Buildings* in their present form, and
- c** the sums paid by *Us* are put towards the repair or reinstatement of the damage or loss.

*We* will not pay more than the sum insured for each *Premises* shown in the *Schedule*.

If *You* have had professional *Buildings* valuation carried out on *Your Home* within the last 5 (five) years and this has been approved by *Us*, *We* will pay the cost of rebuilding or repairing any damage, up to 150% of the amount insured shown on *Your Schedule*. *We* will only do this if *You* tell *Us* about any additions, alterations or improvements *You* have made since the professional valuation was carried out and *You* have amended the sum insured to take into account any such additions, alterations or improvements. *We* will not offer this cover if *Your Home* is Grade I or Grade A listed.

*You* will pay:

- i** The *Deductible* shown in *Your Policy Schedule*.

*We* will not reduce the sum insured under Section 1 after *We* have paid a claim as long as *You* agree to carry out *Our* recommendations to prevent further loss or damage.

For details of how to make a claim, see page 23.

## Section 2A | Contents

### What is covered

**This insurance covers the *Contents* for physical loss or physical damage anywhere in the world during the *Period of Insurance*.**

#### **Contents include:**

- **garden furniture, garden machinery, permanently fixed statues and ornaments and other similar articles which are normally kept outdoors, whilst in the open but within the *Premises* up to £5,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the *Home*)**
- **money up to £2,500 in total whilst anywhere in the world**
- ***Credit Cards*, but *We* will only pay amounts *You* become legally liable to pay not exceeding £10,000 in total, as a result of unauthorised use, after they have been lost or stolen, anywhere in the world, provided *You* comply with all the terms under which the *Credit Cards* were issued**
- **deeds and registered bonds and other personal documents up to £5,000 in total**
- **stamps or coins forming part of a collection up to £5,000 in total**
- ***Precious Metals*, up to £5,000 in total**
- **Valuables up to £5,000 in total**
- **freezer *Contents* up to the *Contents* sum insured**
- **pedal cycles up to £5,000 any one cycle**
- **computer software (including the cost of reconstituting electronic data) up to £2,500 in total during the *Period of Insurance*.**

### What is not covered

- a** Loss or damage directly or indirectly caused by or arising from:
  - i** moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
  - ii** misuse or faulty design, specification, workmanship or materials
  - iii** dryness, dampness, extremes of temperature or exposure to light
  - iv** chewing, scratching, tearing or fouling by pets
  - v** dyeing, cleaning, repair, renovation, restoration or being worked upon
  - vi** pollution and/or contamination of any kind other than as a result of escape of water or domestic heating fuel from a fixed domestic heating installation at the *Premises*.
- b** The cost of general maintenance, mechanical or electrical faults or breakdown.
- c** Loss or damage to property in the open caused by storm or flood.
- d** Loss or damage caused by subsidence or heave of the site upon which the *Buildings* stand or landslide:
  - i** following loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
  - ii** while the *Buildings* are undergoing any demolition, alteration, extension or repairs.

#### *Contents* does not include:

- motor vehicles (other than quad bikes, golf buggies, trailers and motorcycles up to 50cc whilst in a locked building, electric wheelchairs or items designed for a child's use up to £5,000 in total), caravans or their accessories
- any animal, plant or tree
- watercraft (other than dinghies, rowing boats, sailboards or windsurfers up to a value of £5,000 in total)
- any part of the *Buildings* or *Tenants Improvements*.
- any property held or used for business purposes other than office equipment and *Your* stock up to £10,000 in total.
- any property insured under any other insurance.
- Loss of or damage to, any item, during transit, which is not suitably packed and secured.
- The *Deductible*.

## Section 2A | Contents continued

### What is covered

This section also provides cover for:

- 1 **Rent *You* have to pay as occupier if the *Buildings* cannot be lived in following loss or damage that is covered under Section 2A.**
- 2 **The reasonable and necessary additional costs of alternative accommodation whilst *Your Home* cannot be lived in because of loss or damage *We* have agreed to pay for under this insurance. This includes accommodation for *Your* domestic pets and horses.**
- 3 ***Your* legal responsibility as a tenant for physical loss or physical damage to the *Buildings* caused by loss or damage that is covered under Section 2A.**
- 4 **New items *You* have purchased but about which *You* have not yet informed *Us*, including items which are only intended to be in *Your* possession for a short time such as presents for others.**
- 5 **Fatal injury to *You* caused by fire at the *Premises* or assault elsewhere within the *United Kingdom* provided that death ensues within 12 (twelve) months of such injury, for the following amounts:**
  - a **£50,000 for each insured person over 16 (sixteen) years of age**
  - b **£5,000 for each insured person under 16 (sixteen) years of age at the time of death.**
- 6 **Costs *You* have to pay for replacing locks to safes, alarms and outside doors and windows in the *Home* following theft or loss of keys.**
- 7 **Increased metered water charges or domestic heating fuel charges *You* have to pay following an escape of water or domestic heating fuel which gives rise to an admitted claim under Section 2A.**

### What is not covered

- Rent for a period of more than 24 (twenty four) months.
- a Additional costs of alternative accommodation for a period of more than 24 (twenty four) months. If *You* claim for additional costs of alternative accommodation under Sections 1 and 2A *We* will not pay *You* for additional costs of alternative accommodation for a period of more than 24 (twenty four) months in total.
  - b More than £10,000 for the accommodation of *Your* domestic pets and horses. If *You* claim for additional costs of alternative accommodation for *Your* domestic pets and horses under Sections 1 and 2A the most *We* will pay *You* is £15,000 in total.
  - a Any amount over 20% of the sum insured under Section 2A for the *Contents* of the *Buildings* damaged or destroyed.
  - b Loss or damage caused by fire, lightning or explosion to the *Buildings* other than to the landlord's fixtures and fittings.
  - c Loss or damage arising from subsidence, heave or landslip.
  - d The *Deductible*.
  - a Loss or damage or any proportion of loss or damage which *We* specifically exclude elsewhere under Section 2A.
  - b Any amount over 25% of the sum insured under Section 2A for *Contents*.
  - c *We* will not pay after 60 days of purchase if *You* have not informed *Us* about such purchase(s).
  - d The *Deductible*.
- Any amount over the *Contents* sum insured.
- a More than £2,500 any one claim If *You* claim for such loss under Sections 1 and 2A *We* will not pay more than £2,500 in total for any one claim.
  - b The *Deductible*.

### Claiming Under Section 2A – Contents

If *You* claim for physical loss or physical damage to the *Contents* *We* will at *Our* option repair, replace or pay for any article covered under Section 2A. For total physical loss or physical destruction of any article *We* will pay *You* the cost of replacing the article as new. *We* will not deduct any amount for wear and tear.

*We* will not pay more than the sum insured for the *Contents* of each *Premises* shown in the *Schedule*.

The most *We* will pay for the cost of replacing or repairing any undamaged parts of the *Contents* which have a special or increased value because they form part of a pair, set or suite or part of a common design or function is 50% of the total value of the pair, set or suite but no more than the *Contents* Sum Insured shown in *Your Schedule*.

*You* will pay the *Deductible*.

*We* will not reduce the sum insured under Section 2A after *We* have paid a claim as long as *You* agree to carry out *Our* recommendations to prevent further loss or damage.

For details of how to make a claim, see page 23.

## Section 2B | Valuables, Precious Metals, Antiques and Works of Art

### What is covered

- a Valuables listed in the Schedule (or specification(s) attached)**
- b Antiques and Works of Art listed in the Schedule (or specification(s) attached)**
- c Precious Metals listed in the Schedule (or specification(s) attached)**

against physical loss or physical damage anywhere in the world.

### What is not covered

- a** Any loss or damage directly or indirectly caused by or arising from:
  - i** moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
  - ii** misuse or faulty design, specification, workmanship or materials
  - iii** dryness, dampness, extremes of temperature or exposure to light
  - iv** chewing, scratching, tearing or fouling by pets
  - v** pollution and/or contamination of any kind other than as a result of escape of water or domestic heating fuel from a fixed domestic heating installation at the Premises.
- b** Mechanical or electrical faults or breakdown.
- c** Loss or damage to *Antiques and Works of Art*, and *Precious Metals* during transit by sea or air unless *You* have informed *Us* prior to the transit taking place and *We* have agreed to cover the transit.
- d** Loss or damage during transit to any item, which is not suitably packed and secured.
- e** More than £5000 in respect of any one item of *Valuables* unless otherwise stated in the *Schedule*.
- f** More than £15,000 in respect of any one item of *Antiques and Works of Art* unless otherwise stated in the *Schedule*.
- g** the *Deductible*.

### New Items Purchased by You

*We* will automatically cover new items of *Antiques and Works of Art*, *Precious Metals* and *Valuables* against physical loss or physical damage that *You* have purchased after the inception of this insurance but about which *You* have not yet informed *Us*. The most *We* will cover will be the lesser of 25% of the total sum insured stated in the *Schedule* or the market value. *We* will not cover newly purchased items after 60 (sixty) days of purchase if *You* have not informed *Us* about such purchases.

### Defective Title Extension

If, during the *Period of Insurance*, someone claims that an item of specified *Antiques and Works of Art* is not rightfully *Yours* and *You* are legally obliged to return the item to its rightful owner because it is proved the *You* do not have good title to it, *We* will pay *You* the amount *You* paid for it, or the value shown in the specification if this is less. *We* will only do this if:

- a** *You* bought the item during the period that the *Antiques and Works of Art* have been insured with *Us*;
- 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 *We* will pay under this extension for the *Period of Insurance* is 10% for the total amount insured for *Antiques and Works of Art*, but in any case not more than £25,000.

This extension does not apply to any items *You* inherited, or that *Were* given to *You*.

### Death of Artist Extension

During the *Period of Insurance*, if an artist dies *We* will automatically increase the amount insured for any item of *Antiques and Works of Art* listed in the *Schedule* by 100%. *We* will only do this for the 6 (six) months immediately following the death of the artist and provided *You* can provide *Us* with an independent professional valuation or purchase receipt which is not more than three years old. *You* must be able to prove the increased value if *You* make a claim for that item. The most *We* will pay under this cover extension is £100,000 in total during the *Period of Insurance*.

### Identity Theft Extension

If, during the *Period of Insurance*, *You* suffer an *Identity Theft* *We* will cover *You* for the following reasonable and necessary expenses:

- a** The cost of legal fees for defending a claim against *You* by financial institutions or similar credit grantors or agencies, to remove incorrect judgements, to challenge a consumer credit rating or to notarise *Your* signature.
- b** The cost of sending registered mail to police, credit reference agencies, financial institutions or similar credit grantors.
- c** *Your* lost earnings as a result of *You* taking time off work to meet with, or talk to police, credit reference agencies and/or legal counsel or to complete statutory declarations. *We* will only cover *Your* loss of earnings for up to 12 (twelve) months after *You* discover the identity theft but limited in any case to £10,000 for any one *Identity Theft*.

### Claiming under Section 2B - Valuables, Precious Metals, Antiques and Works of Art

*We* will not pay more than the sum(s) insured shown in the *Schedule*.

#### Valuables

*We* will at *Our* option repair, replace or pay for any article lost or damaged. In the event of partial loss or partial damage, *We* will pay all costs and expenses *You* have necessarily incurred, with *Our* consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sums(s) insured for the items(s) damaged.

In the event of total loss or destruction of items, *We* will pay the sum insured for such item(s) or their market value at the time of the loss, whichever is the less.

In the event of physical loss or physical damage to any insured property which has a special or increased value because they form part of a pair or set the most *We* will pay is 50% of the total value of the pair or set but no more than the sum insured stated in *Your Schedule*.

Following payment of the full amount insured for any item, pair or set, *We* become the full owners and reserve the right to take possession of the item, pair or set.

*You* will pay *Deductible* shown in *Your Policy Schedule*.

#### Precious Metals, Antiques and Works of Art

*We* will at *Our* option repair, replace or pay for any article lost or damaged. In the event of partial loss or partial damage, *We* will pay all costs and expenses *You* have necessarily incurred, with *Our* consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sums(s) insured for the items(s) damaged.

In the event of total loss or destruction of items, *We* will pay the sum insured for such item(s) or their market value at the time of the loss, whichever is the less.

In the event of physical loss or physical damage to any insured property which has a special or increased value because they form part of a pair or set the most *We* will pay is 50% of the total value of the pair or set but no more than the sum insured stated in *Your Schedule*.

Following payment of the full amount insured for any item, pair or set, *We* become the full owners and reserve the right to take possession of the item, pair or set.

*You* will pay *Deductible* shown in *Your Policy Schedule*.

For details of how to make a claim, see page 23.

## Section 3 | Your Liabilities

This Section applies only if the Contents are insured under Section 2A

### Legal Liability to Employees

#### What is covered

**Any amounts that *You* become legally liable to pay, including costs and expenses which *We* have agreed in writing, for bodily injury by accident happening during the *Period of Insurance* anywhere in the world to *Your* domestic staff employed in connection with the *Premises* shown in the *Schedule*.**

#### What is not covered

Any bodily injury arising directly or indirectly:

- a from any motorised or horse drawn vehicle other than:
  - i domestic garden equipment used within the *Premises*, and
  - ii pedestrian controlled garden equipment, electric wheelchairs or items designed for a child's use whilst elsewhere.
- b from passing on any infectious disease, virus, syndrome or illness.
- c in Canada or the United States of America after the total period of stay has exceeded 60 (sixty) days in the *Period of Insurance*.
- d Amounts *You* are legally liable to pay following any judgment or award given or made outside the courts of the *United Kingdom* or any member state of the European Union. This exclusion applies to the enforcement of any such award in a court in the *United Kingdom* or within the European Union.

*We* will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which *We* have agreed in writing.

### Legal Liability to the Public

This Section applies only if the *Schedule* shows that either the *Buildings* are insured under Section 1 or the *Contents* are insured under Section 2A of this insurance

#### Limit of insurance

*We* will not pay

- more than £5,000,000 in all in respect of pollution and/or contamination
- more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which *We* have agreed in writing in respect of other liability covered under Section 3.

#### Part A Standard Cover

This Section applies in the following ways:

- if the *Buildings* only are insured, *Your* legal liability as owner only but not as occupier is covered under **1** of **What is covered**, below.
- if the *Contents* only are insured, *Your* legal liability as occupier only but not as owner is covered under **1** and **2A** of **What is covered**, below.
- if the *Buildings* and *Contents* are insured, *Your* legal liability as owner or occupier is covered under **1** and **2A** of **What is covered**, below.

#### What is covered

- a **Any amounts *You* (as owner or occupier) become legally liable to pay as damages for:**
    - i **bodily injury**
    - ii **damage to property**
- caused by an accident happening anywhere in the world during the *Period of Insurance*.**

OR

- b **Any amounts *You* (as a private individual) become legally liable to pay as damages for:**
    - i **bodily injury**
    - ii **damage to property**
- caused by an accident happening at the *Premises* during the *Period of Insurance*.**

#### What is not covered

- a Bodily injury to:
  - i *You*
  - ii any other permanent member of the *Home*
  - iii any person who at the time of sustaining such injury is engaged in *Your* service.
- b Passing on any infectious disease, virus, syndrome or illness.
- c Damage to property owned by or in the charge or control of:
  - i *You*
  - ii any other permanent member of the *Home*
  - iii any person engaged in *Your* service.
- d Any liability in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 (sixty) days in the *Period of Insurance*.
- e Any contract unless *You* would have been liable by law if the contract had not existed.
- f Any liability arising directly or indirectly out of any profession, occupation, business or employment which *You* have assumed under contract and which would not otherwise have attached.
- g Any liability arising out of *Your* ownership, possession or use of:
- h any motorised or horse drawn vehicle other than:
  - i domestic gardening equipment used within the *Premises*, and
  - ii pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use, whilst elsewhere but excluding any legal liability arising from the use or presence of the same on any public highway.
  - iii golf buggies and motor cycles up to 50cc but excluding any legal liability arising from the use or presence of the same on any public highway.

## Section 3 | Your Liabilities continued

### Legal Liability to the Public continued

#### What is covered

#### What is not covered

- iv** any power-operated lift other than those produced and installed specifically for the use of the disabled or infirm
- v** any aircraft or watercraft other than manually operated rowing boats, punts, canoes and dinghies up to 12 (twelve) feet in length.
- vi** any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
- i** Any liability in respect of any kind of pollution and/or contamination other than:
  - i** caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the *Period of Insurance* at the *Premises* named in the *Schedule*, and
  - ii** reported to *Us* not later than 30 (thirty) days from the end of the *Period of Insurance* in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- j** Any liability arising out of *Your* ownership, occupation, possession or use of any land or building that is not within the *Premises*.
- k** *You* are not covered under Section 3 if *You* are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

### Part B Legal Proceedings

#### What is covered

Sums which *You* have been awarded by a court in the *United Kingdom* and which still remain outstanding 3 (three) months after the award has been made provided that:

- 1** Part A Standard Cover Section b of **What is covered**, on page 17 in this Section would have indemnified *You* had the award been made against *You* rather than to *You*
- 2** there is no appeal pending
- 3** *You* agree to allow *Us* to enforce any right which *We* shall become entitled to upon making payment.

### Part C Defective Premises

#### What is covered

Any amount *You* become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any *Home* previously owned and occupied by *You*.

#### What is not covered

- 1** Any liability if *You* are entitled to indemnity under any other insurance.
- 2** The cost of repairing any fault or alleged fault

## Section 4 | Family Legal Protection

#### What is covered

Subject to the terms of this legal expenses insurance, *You* are covered for the following as long as:

- a** during the *Period of Insurance*
  - i** *You* become aware, and
  - ii** *You* notify *Capita Assistance*

of an *Event* which may give rise to a claim under this legal expenses insurance, and

- b** the event happens within the *Policy Period* and after the *Effective Date*. Where *Your* claim arises from a series of *Events* then the first of these must happen within the *Policy Period* and after the *Effective Date*.

#### Personal Injury

*We* will pay *Your Costs* of bringing *Legal Action* to pursue a civil claim resulting from an incident (other than one involving a motor vehicle *You* were driving) which causes *Your* death or personal injury.

#### Consumer

*We* will pay *Your Costs* of bringing *Legal Action*:

- a** to pursue a civil claim resulting from a breach of a contract for goods or services *You* have bought for *Your* own private use. The contract for the goods or services must have been made after the start of the *Policy Period* and at least £250 must be in dispute
- b** to defend *Yourself* in a civil court as a result of a dispute concerning a contract for the private sale of *Your* goods. At least £250 must be in dispute and the agreement must have been made after the start of the *Policy Period*.

#### Property

*We* will pay *Your Costs* of bringing *Legal Action* to pursue a civil claim resulting from an incident which causes:

- a** actual or imminent physical damage to *Your Home*, and/or
- b** a nuisance, and/or
- c** a trespass which affects or will affect *Your* owning or living in *Your Home*.

The incident must happen at least 180 days after the start of the *Policy Period* and after the *Effective Date*.

#### Employment

*We* will pay *Your Costs* of bringing *Legal Action* to pursue a civil claim as a result of an infringement of *Your* rights relating to *Your* contract of employment. The infringement must happen at least 90 days after the start of the *Policy Period* and after the *Effective Date*.

For the purposes of a claim under this section, 'infringement' means an interference of *Your* rights which in *Our* reasonable opinion is serious enough to justify legal proceedings.

#### What is not covered

- a** The *Excess*, any compensation, penalty or taxes.
- b** Any claim:
  - i** notified to *Capita Assistance* after the *Period of Insurance* expires
  - ii** where *Your* delay during the *Period of Insurance* in telling *Capita Assistance* of an *Event* has prejudiced *Our* position
  - iii** arising from an *Event* which happens, or a series of *Events* which starts, before the *Effective Date*
  - iv** arising from an *Event* which happens, or a series of *Events* which starts, after the *Effective Date* and outside the *Policy Period*
  - v** where before the *Effective Date* in *Capita Assistance's* reasonable opinion *You* were aware, or should have been aware, that a claim was likely to be made
  - vi** where *You* were driving a motor vehicle without a valid licence and/or insurance
  - vii** more specifically insured or any amount that *You* cannot recover from a more specific insurance because the insurer refuses the claim
  - viii** which is false or fraudulent.
- c** Any claim concerning or arising from:
  - i** medical or clinical treatment, advice, assistance or care
  - ii** stress, emotional or psychological injury
  - iii** illness, personal injury or death which is caused gradually or is not caused by a single act or omission
  - iv** anything to do with building, rebuilding, converting or extending all or part of a building
  - v** marriage, separation, divorce, cohabitation, maintenance or proceedings relating to rights about children
  - vi** any dispute between a landlord and tenant or licensor and licensee
  - vii** a tax or levy relating to *Your* owning or living in *Your Home*
  - viii** any works by or under the order of any government, public or local authority
  - ix** town and country planning laws and regulations
  - x** a venture for gain or investments of any kind including stocks or shares
  - xi** intellectual property rights
  - xii** passing confidential information to another person without permission
  - xiii** any matter connected with *Your* business, profession or trade, unless the claim falls within *Personal Injury* and/or *Employment* of What is covered on this page
  - xiv** a manufacturer's warranty or guarantee
  - xv** subsidence, land heave, land slip, mining or quarrying

## Section 4 | Family Legal Protection continued

### What is covered

#### Motoring prosecution

**We will pay Your Costs of Legal Action to defend a criminal prosecution arising from a motoring offence.**

#### Tax cover

**We will pay Your Costs of Legal Action concerning an enquiry by the Inland Revenue into Your private tax affairs following Your receipt of a notice under section 9A of the Taxes Management Act 1970 or correspondence under section 29 of that Act.**

### What is not covered

- xvi** anything said or written about *You*
- xvii** an alleged dishonest or malicious act by *You*
- xviii** a dispute between *You* and *Capita Assistance* and/or *Us* about this legal expenses cover
- xix** the Equal Pay Act 1970 and any amending legislation
- xx** any application for judicial review
- xxi** computer software operating systems and packaged software tailored by a supplier to *Your* special order.
- d** *Costs* associated with an appeal unless:
  - i** **A** the appeal relates to an *Event* that *We* have already covered under this legal expenses insurance, and
    - B** *You* tell *Capita Assistance* in writing that *You* want to appeal at least six working days before *You* are required to give notice of appeal, and
    - C** *Capita Assistance* considers that the appeal has *Prospects of Success*
  - ii** *Costs* of any private prosecution
  - iii** *Costs* where the claim falls under Employment of What is covered on this page, of any disciplinary, investigatory or grievance procedure connected with *Your* contract of employment or the *Costs* associated with any compromise agreement
  - iv** *Costs* *You* pay or agree to pay before *Capita Assistance* has accepted *Your* claim in writing and *Your* solicitor or tax adviser confirms in writing that he or she will co-operate with *You* to keep to the terms of this legal expenses cover
  - v** *Costs* for more than *Capita Assistance* has agreed
  - vi** *Costs* where *You* have entered into a conditional fee agreement or any other form of alternative funding without obtaining *Capita Assistance's* permission in writing first
  - vii** *Costs* awarded by an Employment or Employment Appeals Tribunal that *You* are ordered or agree to pay
  - viii** *Costs* arising from *Your* or *Your Professional Adviser's* unreasonable behaviour or failing
  - ix** *Costs* where *You* do not meet *Your* duties under this legal expenses insurance or *You* or *Your Professional Adviser* are responsible for anything which in *Capita Assistance's* reasonable opinion prejudices *Our* position.

### What is covered

### What is not covered

- e** Any claim made under the Tax Cover clause:
  - i** which arises from an enquiry into *Your* returns of business income or profits
  - ii** where a false representation or statement has been made and this has resulted in a mis-statement of personal income or gains or where deliberate mis-statements have been made
  - iii** for any amendment under section 9(4) of the Taxes Management Act 1970
  - iv** for an investigation or enquiry by the Special Compliance Office or after transfer of an enquiry to that Office
  - v** where *You* have failed to keep or file accurate, truthful and up to date records or returns or where *You* have failed to comply with statutory time limits or requirements, or
  - vi** for *Costs* arising after the issue of a notice under Section 28A(5) of the Taxes Management Act 1970 notifying *You* that the enquiry has been completed.
- f** **The exclusions set out on page 22 also apply to Family Legal Protection.**

## General Exclusions

### We will not pay for

- a **Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss; or**
- b **Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:**

#### 1 Radioactive Contamination and Nuclear Assemblies

- a Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

#### 2 War

Any acts of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

#### 3 Computer Failure

Equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction;

#### 4 Electronic Data

- a Computer viruses (a corrupting instruction from an unauthorised source that propagates itself via a computer system or network);
- b The erasure and corruption of electronic data, other than as a direct result of an event which also gives rise to a valid claim elsewhere under Section 2;

#### 5 Biological and Chemical Contamination

Biological or chemical contamination due to or arising from:

- i terrorism; and/or
- ii steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

## Making a Claim (Sections 1 – 3)

### How to notify us of your claim

You or Your broker should contact Us by telephone by calling the **Brit Claims Notification Line** on **0800 587 6713** or in writing at **Brit Insurance, Oakleigh House, 14-16 Park Place, Cardiff CF10 3DQ** as soon as reasonably possible, giving full details of what has happened.

Subject to verification of Your Policy reference We will:

- a log Your call and acknowledge notification by return;
- b determine the most appropriate response to Your enquiry;
- c promise that no excess, deductible or uninsured expense will be incurred without Your approval.

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

- i notify Us as soon as reasonably possible giving full details of what has happened.
- ii provide Us with written details of what has happened within 30 (thirty) days and provide any other information We may reasonably require.
- iii immediately forward to Us, if a claim for liability is made against You, any letter, claim, writ, summons or other legal document You receive.
- iv inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- v not admit liability or offer or agree to settle any claim without our written permission.

If You fail to comply with any of the above duties this insurance may become invalid.

If You, or anyone acting on Your behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

### How we deal with your claim

We may take responsibility for conducting, defending or settling any claim in Your name and take any action We consider necessary to enforce Your rights or our rights under this insurance.

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (Section 2A).

## Making a Claim (Sections 4 only)

You must notify Capita Assistance of Your claim by telephoning Capita Assistance on **0870 165 4078**. Delay may also prejudice Your legal position. If You are in any doubt about Your need to notify Capita Assistance of a claim under this insurance or Your eligibility to make such a claim You should telephone Capita Assistance and ask to speak to one of the legal advisers.

Capita Assistance will send You a claim form. You must fill this in fully and truthfully and return it to Capita Assistance and give Capita Assistance at Your own cost any information or evidence that they may reasonably need in order to assess Your claim including a copy of the Schedule.

To enable Capita Assistance to assess Your claim You must tell Your solicitor or tax adviser to provide Capita Assistance, as soon as reasonably possible, with:

- a his or her views on the merits of Your claim
- b his or her hourly rate and estimate of the total costs of pursuing or defending Your claim, and
- c any information, document or file (including Your solicitor's or tax adviser's files) relating to Your claim, whether or not privileged, that Capita Assistance may ask for.

### Acceptance of Your claim

We will pay Costs incurred after Capita Assistance accepts Your claim in writing and Your solicitor or tax adviser confirms in writing that he or she will co-operate with You to keep to the terms of this legal expenses insurance.

We will only meet the Costs of Your claim:

- a which have been agreed in advance by Capita Assistance as to both amount and purpose, and
- b as long as there are Prospects of Success.

If at any stage Capita Assistance considers that Your claim does not have Prospects of Success, they will give You an explanation of their decision in writing. We will not provide any further cover for Your claim. If You disagree with Capita Assistance's decision, You can refer the matter to an arbitrator.

### Appointment of a Professional Adviser

At any time before Capita Assistance agree that legal proceedings need to be issued, they will choose a Professional Adviser to act for You. Capita Assistance reserves the right to require Your Professional Adviser, where chosen by Capita Assistance, to act for You under a Conditional Fee Agreement.

Only if legal proceedings have been issued, or a conflict of interest arises, can You choose a solicitor.

If You discontinue Your instructions to Your Professional Adviser without Capita Assistance's prior written permission, Our liability will stop at once and We may recover from You any Costs already paid.

## Making a Claim (Sections 4 only) continued

### Conduct of Your Claim

You must tell *Your Professional Adviser* to keep *Capita Assistance* fully updated during *Your* claim:

- a on the progress of *Your* claim, including any offers to settle
- b of any change in his or her views on the merits of *Your* claim, and
- c of any change to his or her estimate of *Costs*.

*Capita Assistance* will set spending limits for *Your Professional Adviser's* fees and disbursements during *Your* claim. If a limit is exceeded without their prior written permission, *We* will not pay for any fees and disbursements above the relevant spending limit. These limits will not affect *Our* rights.

### Co-operation with Capita Assistance and Your Professional Adviser

You will co-operate with:

- a *Capita Assistance* at all times and reply promptly to any correspondence about *Your* claim, and
- b *Your Professional Adviser* at all times and give him or her all information that he or she needs and will attend meetings and hearings whenever *You* are asked to.

### Investigation and Payment of Your claim

- a *Capita Assistance*, or their agents, may investigate *Your* claim.
- b In *Capita Assistance's* absolute discretion, *We* may pay *You* an amount equal to

*Capita Assistance's* reasonable estimate of the value of *Your* legal claim, or that made against *You*, instead of providing cover for *Your Costs*.

### Settlement

*You* or *Your Professional Adviser* must immediately write to tell *Capita Assistance* of any offer made to settle *Your* claim including offers relating to costs. *You* must not accept any offers without getting *Capita Assistance's* permission first. *Capita Assistance* will not withhold their consent in relation to an offer that a reasonable solicitor or tax adviser would recommend to a private client who is paying his or her own fees.

If *You* do not accept an offer *Capita Assistance* considers to be reasonable, *We* will not pay any further *Costs*.

### Withdrawing and Discontinuing

If *You* withdraw from or discontinue (stop) *Your* claim without getting *Capita Assistance's* permission in writing first then *We* will not pay *Costs* and will be entitled to recover from *You* any fees and disbursements made or charged before the withdrawal or discontinuance. *Capita Assistance* will not withhold their permission in relation to a withdrawal or discontinuance that a reasonable solicitor or tax adviser would recommend to a private client who is paying his or her own fees.

### Assessment and Recovery of Costs

*You* must, if *Capita Assistance* asks *You*, tell *Your Professional Adviser* to send all of his or her files and any bill of *Costs* for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by *Capita Assistance*.

*You* must:

- a take reasonable steps to recover *Costs* awarded or agreed to be paid to *You*, and
- b immediately pay *Capita Assistance* any *Costs* recovered, or tell *Your Professional Adviser* to do so.

If *You* pay or agree to pay *Costs* above the *Limit of Cover* in order to end *Your* case, any *Costs* awarded or agreed to be paid to *You* will be divided between *Us* and *You* to reflect the proportion of costs that both *We* and *You* have paid or, but for the recovery of costs from *Your* opponent(s), would be liable to pay. *You* will pay *Capita Assistance* or tell *Your Professional Adviser* to pay to *Capita Assistance* the amount that is due to *Us* immediately.

### Disputes

Either *You* or *Capita Assistance* may refer any dispute to an arbitrator who will be a solicitor or barrister. If *We* 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, *We* will not pay these under this legal expenses insurance.

### Agreement

*We* are not bound by any agreement that *You* or *Your Professional Adviser* make without *Capita Assistance's* prior approval or permission.

### Waiver

If *We* or *Capita Assistance* waive(s) any right or breach of any term of this legal expenses insurance, this will not waive any other right or later breach.

## Claims and helplines applicable to Section 4 only

### Helpline services provided by Capita Assistance

#### 0870 165 4078 Legal & Claims Helpline

*You* can contact *Capita Assistance's* legal helpline service for advice on any personal legal problem directly affecting *You*. *Capita Assistance* will not provide advice about *Your* business, trade or profession. The advice available from the helpline is limited to the law and practice of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

#### 0870 523 4900 Domestic Helpline

*Capita Assistance* will provide *You* with assistance, by telephone only, in obtaining a tradesman or contractor from their nationwide network of approved tradesmen and contractors in respect of a domestic problem relating to *Your Home*. *Capita Assistance* will not be liable for any costs of the contractor's call-out or labour charges nor parts and materials.

#### 0870 523 4999 Medical Information Service

*Capita Assistance* will provide *You* with medical information, by telephone, only in respect of any medical problem of concern to *You*. The information is limited to answering general medical queries and *Capita Assistance* will not provide diagnostic advice nor provide a second opinion.

#### 0870 161 6388 Bereavement & Stress Counselling Helpline

*Capita Assistance* will provide *You* with advice and counselling, by telephone only, in respect of any bereavement or stress related problem of concern to *You*.

**All of the above help lines are available 24 hours a day, 365 days a year.**

*We* will monitor and record calls that are made to *Us* for training and other lawful purposes.

## Further Information

### Data Protection

The information *We* collect about *You* is processed for the purpose of the underwriting and management of *Your* Insurance and administering claims. *We* may pass this information to loss adjusters and reinsurers for these purposes. This may involve the transfers of *Your* information to countries which do not have data protection laws.

Some of the information *We* collect about *You* may be classified as 'sensitive' – that is information about criminal convictions or alleged criminal convictions. Data protection laws impose specific conditions in relation to sensitive information, including in some circumstances the need to obtain *Your* explicit consent before *We* process the information.

*You* have previously consented to such processing and transfer of information (without which *We* would be unable to consider offering cover).

However, *You* may have the right to access to, and correction of, information that *We* hold about *You*. Please contact *Our* Compliance Officer at 55 Bishopsgate, London, EC2N 3AS if *You* would like to exercise these rights.

### Legal Jurisdiction of this Policy

Under European Law, the parties to a contract are free to choose the law applicable to the Insurance contract. Unless specifically agreed to the contrary prior to acceptance of the application, this insurance is subject to English Law under the jurisdiction of the courts of England and Wales.

### Customer Services and Complaints

*We* are dedicated to providing *You* with a high quality service and *We* want to ensure that *We* maintain this at all times. If *You* feel *We* have not offered *You* a first class service please write and tell *Us* and *We* will do *Our* best to resolve the problem.

In the first instance please contact *Your Broker* from whom *You* bought *Your Policy* of insurance.

In the unlikely event *You* remain dissatisfied, please contact:

#### The Customer Relations Officer

Brit Insurance Limited  
55 Bishopsgate,  
London EC2N 3AS

Telephone: **020 7984 8800**  
Fax: **020 7984 8801**  
E-mail: **customer.relations@britinsurance.com**

In the event *You* wish to pursue matters further *You* may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million.

#### The Financial Ombudsman Service

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR

Helpline: **0845 080 1800**  
Switchboard: **020 7964 1000**  
Website: **www.financial-ombudsman.org.uk**

*We* are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS by contacting:

#### Financial Services Compensation Scheme

7th Floor Lloyds Chambers,  
Portsoken Street,  
London E1 8BN

Telephone: **020 7892 7300**  
Fax: **020 7892 7301**  
E-mail: **enquiries@fscs.org.uk**

### In respect of Section 4 only

If *You* are not happy with any part of the service *You* have received, *You* should contact *Capita Assistance* at the address below. *Capita Assistance* will send a full response within five working days or tell *You* within that time when *You* can expect a response:

#### The Claims Services Manager

*Capita Assistance*  
Aspen House, Stephenson Road  
The Business Park, Colchester  
Essex C04 4QG

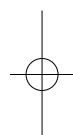
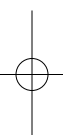
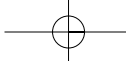
Telephone: **08705 234500**

If *Capita Assistance* cannot resolve *Your* complaint *You* may refer it to:

#### The Customer Relations Officer

Brit Insurance Limited  
55 Bishopsgate  
London EC2N 3AS

Telephone: **020 7984 8789**  
Fax: **020 7984 8640**  
E-mail: **enquiries@britinsurance.com**



**Brit Insurance Limited**

55 Bishopsgate, London EC2N 3AS  
T: 020 7984 8500 F: 020 7984 8501

**[www.britinsurance.com](http://www.britinsurance.com)**

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