bspoke
private clients

PLATINUM HOME INSURANCE

your policy wording.

welcome.

Thank you for arranging your insurance with us.

This policy wording describes your contract of insurance. Please read it carefully along with your Policy Schedule which shows the insured property, your level of cover and your excess details

You will find these documents in your welcome/renewal pack, or with confirmation following a change to your policy. Please check these documents as the information must be correct.

We have tried to make this document easy to read. However, we still had to use some words that have a special meaning these are listed and explained in the 'definitions' section.

Your contract of insurance has been arranged for you by your Insurance intermediary who are responsible for arranging and administering your insurance policy. Full details are set out in their 'Terms of Business' and covers their services, fees and charges.

The policy is administered by Bspoke Private Clients on behalf of HDI Global Specialty SE and AmTrust Specialty Limited. The authorised insurers have agreed to cover you, subject to the terms and conditions contained in this document, against any liability, loss, or damage that arises during a period of insurance. The authorised insurers' details appear in the About Your Policy section.

To make things easier, you only need to contact your Insurance intermediary to arrange everything for you with the authorised insurers on your behalf.

Thanks again for choosing Bspoke Private Clients

Adrian Ewington
Managing Director

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how to use this document.

We understand that insurance policies can be complicated and sometimes hard to understand. That's why **we**'ve written this Policy Wording to be a simple and easy to use as possible. In this document **we**'ll explain the following things:

- How to make a claim
- How to make a complaint
- How to cancel or make a change to **your** policy
- Information about **us** and **your** insurer
- Important words and definitions that apply to this document.
- What **you** are covered for
- What **you** are not covered for
- Certain conditions that apply to **your** insurance policy
- How **we** use the data **we** collect about **you**

Your Policy Wording is part of **your** contract with **us**, along with **your** Policy **schedule** (sometimes referred to as **your schedule** of Insurance) and any Statement of Facts. **You** should read both documents to make sure **you** understand them.
You will also have received an Insurance Product Information Document (or IPID) when **you** took out **your** policy or got a quote or renewal from **us**. While this document isn't part of **your** contract with **us** it's a useful summary of the cover **you** have but does not fully outline all of the terms and conditions.

Your home insurance document is split into various sections:

- Section 1 – Buildings
- Section 2 – Contents
- Section 3 – Your Liabilities
- Section 4 – Home Emergency
- Section 5 – Family Legal Protection

Not all sections of this policy may apply to **you**. The cover **you** have selected and the amount of cover will be shown on **your schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you.**
Please get in touch by contacting your **Insurance Intermediary** if **you** need **your** documents in large font, braille, or as audio.

making a claim.

We understand that when **you** have an accident or incident that means **you** need to make a claim it can be stressful. That's why **we** aim to make **our** claims processes as quick and simple as possible.

Your claim will be handled promptly and by experienced claim handling staff. Any incident or loss that gives rise or may give rise to a claim should be notified immediately to:

For claims under Sections 1, 2 and 3 (Buildings, Contents, Personal Possessions and Liability)	Tel: 01204 860427 Email: tpasolutions@questgates.co.uk
For claims under Section 4 (Home Emergency)	Tel: 0333 034 2616 This helpline is open 24/7 365 days a year
For claims under Section 5 (Family Legal Protection)	Tax and **Legal Helpline**: 0333 034 2617 Legal Assistance Portal: bspoke.arclegal.co.uk

In all correspondence, please tell **us you** are insured by Bspoke Private Clients and provide **your** policy number which can be found on **your schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

Claims will only be considered if **your** premium payment has been paid from the commencement date of this policy.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **your** property from further damage.

Further details on the claims process, conditions and requirements are in each of the sections of this policy.

how to make a complaint.

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

If **you** have a complaint regarding the sale or service of **your** policy, please contact **your Insurance intermediary** or Administrator. Alternatively, **you** can contact **us** using the details below.

For complaints relating to Sections 1 to 3 please contact	**Bspoke Private Clients** **T**: 0333 400 0473 **E**: platinum@bspokeprivateclients.co.uk **A**: Brookfield Court, Selby Road, Leeds, LS25 1NB
For complaints about claims relating to Sections 4 and 5 please contact	**Arc Legal Assistance Limited** **T**: 01206 615000 **E**: customerservice@arclegal.co.uk **A**: PO Box 8921, Colchester, CO4 5NE

In all correspondence, please state that **your** insurance is provided by Bspoke Private Clients and quote **your** policy number or claims reference.

Financial Ombudsman Service

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter. For more information regarding the scope of the Financial Ombudsman Service please refer to http://www.financial-ombudsman.org.uk.
The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Tel: 0800 023 4567
Get in touch online: https://www.financial-ombudsman.org.uk/contact-us/complain-online.

Financial Services Compensation Scheme

If HDI Global Specialty SE or AmTrust Specialty Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

cancelling this policy.

Your Right to Cancel

You can cancel **your** insurance policy at any time by contacting **your Insurance intermediary**.

If **you** cancel **your** policy before **your** cover has started, **we** will refund **your** premium in full. If **you** cancel **your** policy within 14 days of **your** start date or renewal date, providing no claim has been submitted, **we** will refund **your** full premium, less a proportionate deduction for the time **we** have provided cover and any administration fee paid.

You may cancel after 14 days, and providing no claim has been submitted, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided cover and any administration fee paid.

If **you** have received a claims payment, have a claim pending or an incident likely to give rise to a claim during the **period of insurance**, no refund of **your** premium or any administration fee will be given.

Our Right to Cancel

We may at any time cancel this policy where there is a valid reason for doing so, sending at least 14 days' notice to **you** at **your** last known correspondence or email address. Valid reasons include but are not limited to:

- Non-payment of premium - If payment is not made when due, **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the insurance from the cancellation date shown on the letter.
- **Your** Credit Agreement is cancelled.
- Where **we** reasonably suspect fraud
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests.
- Where **you** have not taken reason care to provide complete and accurate answers to the questions **we** ask. See the Information **you** provide clause.
- Where **you** harass or use abusive or threatening behaviour towards **our** staff or representatives of Bspoke Private Clients or **your Insurance intermediary**.

If **we** cancel the policy, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided cover and any administration fee paid.

However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, **we** are legally entitled to keep the premium.

about your policy.

The documents provided are **your** contract of insurance with **us** and confirms the cover **you** have in place including any additional terms, conditions, exclusions and **endorsements** which may apply.

Insurance does not cover **your** property against everything that can happen, so please read the whole document carefully. The policy is arranged in the following sections:

- The cover **you** have requested and that **we** have provided.
- What this policy covers and any exclusions
- **Your** duty under this policy and any requirements **we** have

You should keep this policy and supporting documentation in a safe place. It is important **you** understand the cover provided and if **you** have any questions or concerns **you** should contact **us**.

Information you provide

It is important to make sure the information **you** provide **us** is correct and accurate as this may affect the validity of the policy and **your** ability to make a claim. **You** must let **your Insurance intermediary** know if **your** circumstances change as this could affect **your** policy and the cover in place. In particular **you** are required to:

- Supply complete and accurate answers to all the questions **we** ask as part of **your** application.
- To make sure that all information supplied as part of **your** application for cover is correct to the best of **your** knowledge.
- To let **us** know of any changes to the answers **you** provided as part of **your** application as soon as possible.

If **you** fail to provide answers in line with the above requirements or if **you** do not notify **us** of a change in **your** circumstances, **we** may:

- refuse to pay any claim or the claim may not be paid in full; or
- cancel **your** policy; or
- revise the terms and cover of **your** policy.

Changes to your Information

If any of the information detailed within **your** policy **schedule** changes, please let **your Insurance intermediary** know as soon as possible. Changes to **your** circumstances will

not be insured unless **we** have agreed to provide cover, have issued a new insurance **schedule** and any change in premium is settled.
If **you** do not advise **us** of any changes to **your** circumstances, **we** will determine if **your** failure has been deliberate, reckless or careless and **your** policy may be affected in accordance with the 'information **you** provide' clause above.
When **you** advise a change, **we** will reassess the premium and the terms of **your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **we** may not be able to continue **your** policy following the changes. If this is the case, **you** will be notified and the policy may be cancelled as per the conditions applying to **our** cancellation policy on page 7.

Renewing your insurance

Your Insurance intermediary will contact **you** by email or post at least 14 days before **your** renewal date to either provide **you** with a new quotation for a further year, or if **we** are unable to renew **your** insurance, the reasons why.
Your policy number will be replaced at each renewal and **your** new details will be provided on **your schedule** once **you**'ve renewed **your** policy.
The details must be reviewed in full and if any changes are required, **you** must call **your Insurance intermediary**.
If **you** pay by monthly instalments, **your** cover will automatically renew. If **you** do not want to renew **your** policy, or **you** do not wish to continue paying by monthly instalments please contact your **Insurance Intermediary** before **your** renewal date with clear instructions.

About Us

Your policy has been arranged by **your Insurance intermediary** on behalf of Bspoke Private Clients, a trading style of Bspoke Commercial Limited, authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456. **You** can check **our** details on the Financial Services Register https://register.fca.org.uk.

About your Insurer

Sections 1, 2 and 3 of **your** policy are underwritten by HDI Global Specialty SE. HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of their regulation by the Prudential Regulation Authority are available from **us** on request. (Firm Reference Number 659331).

Sections 4 and 5 of **your** policy are underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Your duties

The cover in this policy is valid providing:

- **You** or any other insured person have kept to all the terms and conditions of the policy.
- The information confirmed on **your** current **schedule** and when registering a claim is true and complete.

Fraud and misrepresentation

You must always answer **our** questions honestly and provide true and accurate information. If **you**, any other insured person or anyone acting on **your** behalf:

- Provides **us** with false, exaggerated or misrepresented information.
- Submits false, altered, forged or stolen documents.

We will take one or more of the following actions:

- Amend **your** policy to show the correct information and apply any change in premium.
- Cancel **your** policy, under certain circumstances this may be with immediate effect.
- Declare **your** policy void.
- Refuse to pay **your** claim or only pay part of **your** claim.
- Only pay a proportion of **your** claim
- Keep the premium **you** have paid.
- Recover any costs incurred from **you** or any other insured person.

If **we** identify any fraud or misrepresentation, **we** will cancel or void any other policies **you** have with **us**.

Governing law

Under the laws of the **United Kingdom**, both **you** and **we** are free to choose the law which applies to this contract of insurance to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this contract of insurance is the law applicable to the part of the **United Kingdom** where the **home** is located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with the contract of insurance will only take place in the courts of the part of the **United Kingdom** in which the **home** is located.

Rights of third parties

This contract is between **you** and the authorised insurers. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999.

Several Liability

The liability of the insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Payments

If payment is not made when due, **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the insurance from the cancellation date shown on the letter. Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments for the remaining **period of insurance** or pay the premium in full. Failure to do so could result in a claim being rejected, claims settlement being reduced.

Financial Sanctions

We will not provide cover nor be liable to provide any indemnity, payment or any other benefit under this policy to any beneficiary or third party where doing so would breach any prohibition or restriction imposed by law or regulation.
If any such prohibition or restriction takes effect during the **period of insurance, we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy, **we** may refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

Other insurance

If, at the time of any loss damage or liability covered by your policy you have any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

Transfer of interest

You may not transfer **your** interest in this policy without **our** written consent.

Recovering our costs

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **we** make. Anyone making a claim under this policy must give **us** any help and information that **we** need.

general exclusions.

Exclusions explain what is not covered under the policy. The following exclusions apply to all sections of the policy. Each section of the policy also contain exclusions which apply to that particular section only.

Electronic Data	**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, and b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from: a. Computer viruses, erasure or corruption of electronic data. b. The failure of any equipment to correctly recognise the change of date. For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.
Pollution and Contamination	**We** will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than under section 1-3 in the following circumstances only: • When caused by oil or water escaping from a fixed oil or fixed water or fixed water installation, or, • when 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 **home**, and • reported to **us** not later than 30 days from the end of the **period of insurance**.

	in which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
Radioactive Contamination and Nuclear Assemblies Exclusion	**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; and b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from: a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Terrorism	**We** will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of **terrorism**, or anything connected with **terrorism**, whether or not such consequence has been contributed to by any other cause or event.
War	**We** will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

policy definitions.

Wherever the following words or phrases appear within this policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

Endorsement	A written variation to the terms and/ or conditions of this insurance.
Excess	The first amount of each claim payable by **you** as detailed on the policy **schedule** for the relevant section. If **you** claim under more than one section for the same loss or event, **we** will only apply the **excess** once.
Insurance intermediary	The agent, broker, advisor or entity appointed to transact this insurance on **your** behalf who is authorised and regulated by the Financial Conduct Authority.
Period of insurance	The period shown in the **schedule** and any further period for which **you** have paid or agreed to pay and **we** have accepted or have agreed to accept the premium.
Schedule	The document which shows the specific details of **your** insurance.
Sum insured	The maximum amounts **we** will pay as shown in the **schedule**.
Terrorism	The use, or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

SECTIONS 1, 2 & 3

BUILDINGS, CONTENTS AND LIABILITIES

The following applies to Sections 1, 2 and 3.

how to make a claim.

When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity and water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

For claims under Sections 1, 2 and 3 (Buildings, Contents, Personal Possessions and Liability)	Tel: 01204 860427 Email: tpasolutions@questgates.co.uk

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the loss or damage. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your home** and mobile telephone numbers
- Policy number
- the date of the incident or loss
- any crime reference numbers or police details where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known
- name and addresses of any other parties involved or responsible for the incident (including detail of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or

- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

If **we** appoint an authorised repairer the benefits for **you** are:

- they will make **your home** safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items,
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work.

Claims Conditions

These are the claims terms and conditions which **you** and **your household** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected, or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first:

- If **you** or **your household** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the Police immediately, within 24 hours of discovery of the loss and obtain the Police reference number, tell **us** as soon as possible.
- If **you** or **your household** are the victim of riot **you** must tell **us** as soon as **you** reasonably can and give **us** all information and help **we** need.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- **You** must provide **us** with details of what has happened as soon as **you** can,
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can.
- **You** must not admit liability, or offer or agree to settle any claim without **our** written permission.
- **You** must take care to limit any loss, damage or liability.
- **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so.

How we deal with your Claim

We may request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- dates and location of when/where damaged items were purchased; and/or
- for damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Large Loss Excess Waiver

In the event of a claim for loss or damage covered by this insurance exceeding £25,000, the **excess** shown in **your schedule** will not apply. This Large Loss **Excess** Waiver does not apply:

- to any **subsidence excess**
- where **we** have applied an additional increased **excess** by **endorsement**.

section definitions.

Where the following words appear in bold print in Section 1-3 they will have the following meanings.

Accidental damage	Sudden, unexpected and visible damage which is not inevitable and non-deliberate.
Aggravated damages	Damages that are awarded when **your** behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
Bodily injury	Physical injury including accidental death, disease or illness.
Buildings	The **buildings** used for domestic purposes, situated at the address or addresses shown in **your schedule** which are owned by **you**, or for which **you** have a legal responsibility, including: • the main domestic structure; • garages and outbuildings; • decorative finishes; • permanent fixtures and fittings; • domestic fixed fuel tanks; • garden walls, fences, gates, paths and drives; • hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges; • permanently fitted hot tubs and swimming pools; • radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts; • underground service pipes, cables, sewers, drains and drain inspection covers.
Contents	The **household** goods and personal belongings of **your home** all of which belong to **you** or for which **you** have a legal responsibility, including: • clothing, furs and other personal property; • audio and visual equipment; • pedal cycles; • tenants' fixtures and fittings and interior decorations;

	• domestic gardening vehicles, machinery, tools and implements; • golf buggies, electric wheelchairs, segways, e-bikes / e-scooters, models and toys including battery operated and/or pedestrian remote controlled devices; • motorcycles with an engine capacity of 50cc or less; • **credit cards**; • **money** including **money** held on behalf of a registered charity for which no other insurance is in place; • **office equipment**; • **outdoor items**; • sports equipment including guns; • saddlery and tack; • trailers and horseboxes used solely for domestic purposes within the grounds of **your home**; • **fine art and antiques**; • **jewellery and watches**. **Contents** excludes: • motor vehicles other than those listed above; • any boat or vessel designed for use on water other than those defined under **watercraft**; • caravans and aircraft (including but not limited to model aircraft, gliders, hang- gliders, microlights and drones) and any parts or accessories thereof; • any living creature; • any part of the **buildings**; • any items held or used in connection with any business, other than as defined under **office equipment**.
Credit cards	Credit, charge, cheque or store cards.
Domestic employee(s)	Any person employed by **you** under a contract of service which is solely for private domestic duties. **Domestic employee(s)** does not include any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.
Fine art and antiques	All items of special, or high quality, or of artistic merit, including but not limited to collectable furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics,

	porcelain, china, glassware, clocks, barometers, statues, stamps, coins and medals, all forming part of a collection.
Heave	Upward movement of the ground beneath the **buildings** as a result of the soil expanding.
Home	The **Buildings** and the area of the plot of land described in the title deeds of **your** private residence(s) specified in **your** policy **schedule**
Household	Members of **your** family, **your** relatives and any other persons (but not boarders, lodgers or paying guests) and permanent resident **domestic employee(s)** employed by **you** or a family member who are permanently living with **you** at any **home**.
Insured event	A circumstance arising during the **period of insurance** which results in loss, damage or liability which **we** have agreed to pay for.
Jewellery and watches	Articles that are worn containing gemstones, silver, gold, platinum or other precious metals and watches; pearls and gemstones.
Landslip	Sudden downward movement of sloping ground.
Liquidated damages	These are the damages where the amount to be paid for failing to keep to the terms of the contract has been agreed by the people involved in the contract, at the time the contract was made.
Lived in	Regularly carrying out day-to-day activities such as bathing, cooking, eating and sleeping in the property. This does not include occasional visits or stays.
Money	Cash, current bank and currency notes, cheques, bankers' drafts, postal and **money** orders, unused current postage stamps, travellers' cheques, securities, savings stamps and certificates, premium bonds, negotiate instruments, sports/travel season tickets, gift vouchers and any other tickets or vouchers with a fixed monetary value.
Mould	A fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes **mould** spores and mycotoxins and the scents and other by-products of any of these.

Multiplying compensatory damages	In some areas of the world the amount of **money** awarded as compensation is multiplied by two, three or more times as a punishment to **you**.
Office equipment	**Office equipment** includes any of the following used in conjunction with **your** business at the **home**, which belong to **you** or for which **you** have a legal responsibility for: • furniture; • computers (including keyboards and monitors); • printers; • fax machines and modems; • photocopiers and typewriters; • phone equipment; • business stock. **Office equipment** does not include: • the cost of reconstituting any lost or damaged data.
Outdoor items	Items which are normally left outdoors including garden furniture, garden statues, barbeques, fixed recreational toys, urns and other similar items.
Policyholder	The person shown as the insured in the **schedule**. If there is more than one person named on the **schedule** as the **policyholder**, this policy applies both jointly and individually.
Punitive or exemplary damages	These are damages that are awarded to punish **you** as well as compensate the other person if **you** did any act or failed to do any act deliberately.
Storm	A period of violent weather defined as: • Wind speeds with gusts of at least 48 knots (55mph)* or; • Torrential rainfall at a rate of at least 25mm per hour or; • Snow to a depth of at least one foot (30 cm) in 24 hours or; • Hail of such intensity that it causes damage to hard surfaces or breaks glass *Equivalent to **Storm** Force 10 on the Beaufort Scale.

Subsidence	Downward movement of the ground beneath the **buildings**, other than by the action of made-up ground settling or by structures bedding down within ten years of construction
Unattended	When **you** are not within full view of **your** property or vehicle
Unoccupied	If the **home** has not been **lived in** by **you** overnight for more than 60 consecutive days or if **you** plan to live in the **home** for less than 180 days during the **period of insurance** or are not sufficiently furnished for normal living purposes.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Watercraft	Any of the following which are owned by **you**, or for which **you** have a legal responsibility: • sailboards • surfboards • dinghies • boats of less than 16 feet or 4.8 metres in length • motorised boats or vessels with an engine of 25 horsepower or less.
We/Us/Our	HDI Global Specialty SE who underwrites the cover provided by Section 1, Buildings, Section 2, Contents and Section 3, Your Liabilities and/or Bspoke Private Clients when acting as agent of behalf of HDI Global Specialty SE.
You/Your	The person(s) named in the **schedule** as the **policyholder** and all permanent members of his/her **household**.

section conditions.

The following Conditions apply to Sections 1,2 and 3. These Conditions apply in addition to the General Conditions and anything more specifically stated elsewhere under Sections 1,2 and 3.

These are the conditions of the insurance **you** and **your household** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected, or payment could be reduced. In some circumstances **your** policy might become invalid.
Each **home** included under this insurance is considered to be covered as if separately insured.

Your Duties

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend and renew **your** policy.
You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.
You must always make sure that the sums insured shown in **your schedule** are adequate.

i) **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.
Please note that the rebuilding cost of **your home** may be different from its market value.
ii) **Contents** should be insured for the full cost of replacement as new.
iii) **Fine art and antiques** should be insured for the current market value.
iv) **Jewellery and watches** should be insured for the current replacement value.

Changes in Circumstances

You must tell **your Insurance intermediary** within 14 days as soon as **you** know about any of the following changes:

- **You** are going to move **home** permanently;
- Someone other than **your** family is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday **home**;
- **Your home** is going to be **unoccupied**;

- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**, with a contract value over £75,000;
- **You** or any member of **your household** has been convicted of or charged with any offence, other than a motoring offence which has not been spent under the Rehabilitation of Offenders Act;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings** as determined by a professional survey or evaluation;
- Any part of **your home** is going to be used for any trade, professional or business purposes.

There is no need to tell **us** about trade, professional or business use if:

i) The trade, professional or business use is only clerical; and
ii) There are no staff employed to work from the **home**; and
iii) There are no visitors to the **home** in connection with the trade, profession or business; and
iv) There is no business **money** or stock in the **home**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example, whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.
If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

section exclusions.

The following Exclusions apply to Sections 1,2 and 3. These Exclusions apply in addition to the General Exclusions and anything more specifically excluded elsewhere under Sections 1,2 and 3.

Existing, Deliberate and Criminal Damage

We will not pay for loss, damage, liability, cost or expense of any kind directly caused by deliberate or criminal acts of **you**, adult members of your **household** or anyone lawfully occupying **your home**.

Building Works

We will not pay for any loss or damage resulting from any work to **your home**, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of 25% of the **buildings sum insured** up to a maximum of £200,000 or **you** have entered into a contract, such as a JCT contract, which removes or limits **your** legal rights against a contractor or building firm appointed unless full details of the works planned and a copy of the contract has been disclosed and agreed by **us**.

Confiscation

We will not pay for loss, damage or liability caused by officials or authorities confiscating or holding your property.

Loss of Value

We will not pay for any reduction in market value of any property following its repair, replacement or reinstatement, unless expressly stated under any section of this policy.

Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

Wear and Tear and Gradually Operating Causes

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Anything which happens gradually, including smoke, damp, rising damp, wear and tear, gradual deterioration, fading, corrosion, rust or oxidation, rot, fungus, **mould** or infestations;
- Moths, insects, vermin or infestation;

- Dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by **storm**, frost or fire;
- The process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

Mechanical or Electrical Faults

We will not pay for any loss or damage caused by or resulting from any mechanical or electrical faults or breakdowns.

Unoccupied Homes

We will not pay loss or damage caused by the following while **your home** is **unoccupied**:

- **accidental damage**;
- escape of oil from any fixed domestic heating system;
- escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 15°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
- theft or attempted theft;
- vandalism

Let Properties and Business Use

We will not pay for any loss, damage, liability, cost or expense of any kind caused by theft or attempted theft unless forcible or violent means are used to enter or leave the **buildings**; or **accidental damage** to any part of **your home** which is commercially let or used for business purposes.

We will not pay for loss of income if **your** business or employment is interrupted as a direct result of loss or damage covered under this policy.

SECTION 1 | BUILDINGS

What is Covered	What is Not Covered
Cover for **buildings** applies only if it is shown as included in **your** policy **schedule**. This section covers the **buildings** belonging to **you** or for which **you** are legally responsible, situated at the **home**, against loss or damage, other than as excluded either specifically under this section or the general exclusions.	The **excess** as detailed in **your** Policy **Schedule**. Wear and tear, or anything that happens gradually. Loss or damage caused by **storm**, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the main building, garages or outbuildings of **your home** are also affected at the same time by the same event. The cost of general maintenance and decoration. Loss or damage caused by or resulting from warping or shrinkage. 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, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the main building, garages or outbuildings of **your home** are also affected at the same time by the same event; b) to solid floors unless the walls of the **home** are affected at the same time by the same event; c) arising from faulty design, specification, workmanship or materials; d) which compensation has been provided for or would have been but for the existence of this insurance

	under any contract or a guarantee or by law; e) caused by river or coastal erosion; f) whilst the **buildings** are undergoing any structural repairs, alterations or extensions; or g) caused by structures bedding down, or made-up ground settling within ten years of construction The cost of clearing blocked sewer pipes, drains, pipes or underground tanks unless caused as a result of loss or damage covered under this section.

Basis of Valuation/Settlement of loss and/or damage

In the event of loss or damage covered by this insurance, **we** will pay the cost of rebuilding or repairing the damaged **buildings**. Cover is limited to the **sum insured** as shown on **your** policy **schedule** for **buildings**.

If **you** have an up-to-date survey of the **buildings** and have insured **your buildings** for the **sums insured** mentioned, **we** will pay the full cost of rebuilding or repairing the damage at the time of loss or damage, even if this is more than the **sum insured**, except for **buildings** that are Grade 1 listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the **period of insurance** and must have been authorised by **us**.

We will make a deduction for wear, tear or betterment if the **buildings** have not been maintained in a good state of repair.

Index Linking

To protect **you** against the additional costs of inflation which may make your **sums insured** inadequate, where **you** have chosen cover under this section **we** will adjust the **sum insured** for **buildings** each month in accordance with the movements in the House Rebuilding Cost Index issued by the Building Cost Information Service (BCIS) on behalf of the Association of British Insurers (ABI), or a similar suitable index **we** decide upon. Should the index fall below zero, there will be no reduction in the **sum insured.**

No increase or decrease in premium will be due for each monthly **sum insured** change but at each renewal the **sum insured** will be adjusted and the renewal premium calculated on the revised figures which will be shown on **your** policy **schedule**.

Sum insured

We will not reduce the amount insured under section 1 after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

section 1 extensions.

The following extensions of cover are automatically included within **your** policy if **buildings** are shown as insured on **your Schedule**.

What is Covered	What is Not Covered
1. Additions, Alterations and Improvements **We** will pay up to a maximum of 25% of the building **sum insured** stated in the **schedule** for loss or damage to additions, alterations or improvements made to the **buildings** during the **period of insurance**.	This extension shall only apply when **you** declare the additions within 90 days and any additional premium requested by **us** is paid. If such an addition is not declared to **us** within 90 days **we** reserve the right, at **our** discretion, to refuse cover.
2. Alternative Accommodation **We** will pay the costs of alternative accommodation incurred by **you** and **your** domestic pets while **your home** cannot be **lived in** , due to loss or damage covered by this section.	
3. Building Works **We** will pay for loss or damage to the **buildings** whilst works are being carried out to **your home** which are not routine repair, maintenance or decoration, up to a maximum contract value of £200,000. **We** will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by **you** and kept at the **home**.	Where the cost of works exceeds 25% of the building sum insured up to a maximum of £200,000.
4. Criminal Assault	

If **you** are the victim of a physical criminal assault at **your home we** will pay up to £25,000 towards the cost of upgrading the security systems as approved by **our** specialist security consultancy.	
5. Debris Removal and Additional Fees Following loss or damage due to a valid claim under this section, **we** will pay expenses **you** become liable for in the rebuilding or restoration of the **buildings,** as a result of: i) the removal of debris, or ii) compliance with Government or Local Authority requirements, or architect and surveyor fees.	The maximum **we** will pay is up to 25% of the **buildings sum insured** Costs and Expenses: i) incurred in removing debris from outside the site of the damage or adjacent area. ii) arising from Pollution or Contamination or property not insured more specifically insured elsewhere Any fees charged in the preparation of a claim.
6. Emergency Access **We** will pay for damage caused to **your** property if the emergency services need to gain access to attend an emergency.	
7. Emergency Risk Prevention Measures **We** will pay up to £2,500 in any one **period of insurance** for costs incurred by **you** in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by **storm** or flood.	
8. Environmental Upgrade Following loss or damage due to a valid claim under this section, if you chose to install a wind, solar, or geothermal power generating system **we** will pay towards the cost of installing this system.	The maximum **we** will pay is £25,000 or 10% of the **buildings sum insured**, which ever is the lesser. This extension will only apply if; • The existing heating system at the home is damaged under a valid claim in section 1: **buildings**

	• The valid claim under section 1: **buildings** is more than £15,000 • There is already a wind, solar, or geothermal power generating system at **your home**
9. Sale of Property If at the time of Damage to **buildings** insured under this Section **you** have entered into a contract to sell **your** interest in it, but: a) the contract has not yet been completed b) the building has not yet been insured by or on behalf of the purchaser and the purchase is subsequently completed, **we** will pay the purchaser to the extent that this section insures those **buildings**. This will not affect either **your** or **our** rights and liabilities up to the date of completion of the purchase.	
10. Fatal Injury **We** will pay the following amounts for fatal injury to **you**, happening at the **home**, caused by outward and visible violence by burglars or by fire: • £100,000 if such injury results in **your** death within 12 months of the incident; and/or • Up to £100,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation.	The maximum **we** will pay for any one incident is £100,000; if **you** claim under both Section 1 and Section 2 the most **we** will pay for any one incident is £100,000. **We** will not pay for injury to or death of any **domestic employee**.
11. Forced Evacuation If **you** are denied access to **your home** by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and	A period of more than 12 months.

conditions of this policy, **we** will, subject to **our** prior consent and approval, reimburse **you** for the cost of necessary and comparable alternative accommodation incurred by **you**.	
12. Garden Cover **We** will pay the costs of restoring **your** garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £25,000 for any one claim.	The maximum **we** will pay for replacing any one tree, shrub or plant is up to £2,500.
13. Locating the Source of a Leak **We** will pay the costs of locating the source of a leak from fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors and ceilings.	The maximum **we** will pay for any one event that occurs outside the **home** is £25,000.
14. Market Value Compensation If an **insured event** occurs and **your** main **home** is completely destroyed, or damaged to the extent that repairs would exceed 80% of the **buildings sum insured**. **We** will pay the market value up to 150% of the **sum insured** for **buildings**, as shown on **your** policy **schedule** Following payment **we** become entitled to take over ownership of and to take possession of the **buildings**.	
15. Replacement Locks The costs incurred with **our** prior consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys. **Your excess** does not apply to this specific extension.	
16. Reward	

We will pay a reward up to £10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.	**We** will not pay any reward where **you** or the Police would benefit from such payment. If **you** claim under both section 1 and section 2 the maximum **we** will pay for any one incident is £10,000.
17. Risk Management Fund Following loss or damage caused as a result of escape of water or flood, **we** will also pay to assist **you** with the cost of providing or installing flood defences, leak defences systems or any such other preventative measures **we** have agreed which have been put forward by a contractor that **we** have approved up to £5,000.	
18. Tree Removal The costs of removing tree(s) that have fallen across the main vehicular access to the **home**.	The maximum **we** will pay for any one claim is up to £2,500.

SECTION 2 | CONTENTS, FINE ART & ANTIQUES AND JEWELLERY & WATCHES

What is Covered	What is Not Covered
Cover for **contents**, **fine art and antiques** and **jewellery and watches** applies only if they are shown as included in **your** policy **schedule**. This section covers **contents**, **fine art and antiques** and **jewellery and watches** belonging to **you** or for which **you** are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions. These items are insured whilst at the **home** or anywhere in the world.	The **excess** as detailed in **your** Policy **Schedule**. Loss or damage to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport. Loss, damage or liability caused by or resulting from guns used wilfully or maliciously, regardless of intention to cause harm. Theft of any item from an **unattended** vehicle unless violence and force are used to enter the vehicle. Items must be concealed from sight and/or locked in the boot or glove box. Loss or damage caused by **you** not receiving goods or services **you** have paid for through any internet website. Loss of value following repair, replacement or reinstatement in respect of **contents**. Loss or damage caused by or resulting from warping or shrinkage. Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**: a) Arising from faulty design, specification, workmanship or materials;

	b) Which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law; c) Caused by river or coastal erosion; d) Whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

Basis of Valuation/Settlement of loss and/or damage

1. In respect of **Contents**

In the event of loss or damage covered by this insurance, **we** will decide whether to repair, replace or pay a cash settlement on the basis of replacement cost as new. There will be no deduction for wear and tear.

In the event of loss or damage covered by this insurance, if **you** have a professional valuation or inventory that lists the damaged item **we** will pay the cost of replacement or repair for damage up to 150% of the **contents sum insured,** providing that valuation or inventory has been used to set the **contents sum insured**.

In the event of a partial loss covered by this insurance **we** will pay for the cost of restoration or repair.

In any event **we** will not pay more than the sums insured shown in the **schedule** or the limits shown in the Specific Limits section.

2. In respect of **fine art and antiques** and **jewellery and watches**

In the event of loss or damage covered by this insurance **we** will pay:

a) For unspecified items: Up to the specific limit of any items, pair or set of items at the time of such loss or damage
b) For specified items: Up to the value agreed by **us** and as stated in the **schedule** for each item, pair or set of items individually listed in the valuation or private inventory

In the event of a partial loss covered by this insurance **we** will pay the cost of restoring or repairing the item to its condition immediately before the **insured event** plus any resulting depreciation in the market value of the item.

In the event of loss, covered by this insurance, to part of a pair or set of items, **we** will pay the full replacement cost of the pair or set of items, provided **you** surrender the undamaged part(s) of the pair or set of items to **us**.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

Specific Limits

Unless otherwise shown in the **schedule**, or more specifically covered or excluded elsewhere in this insurance, **we** will not pay more than the following amounts:

Domestic gardening vehicles and other vehicles as defined under contents	**We** will pay up to £10,000 for any one claim
Fine art and antiques	**We** will pay up to £50,000 for any one item, pair or set of items, unless specified on your schedule
Jewellery and watches	**We** will pay up to £35,000 for any one item, pair or set of items, unless specified on your schedule
Marquees and other hired in equipment	**We** will pay up to £50,000 for any one claim, unless we agree a higher amount as detailed in **your schedule**
Money	**We** will pay up to £10,000 for any one claim
Office equipment	**We** will pay up to £20,000 for any one claim, with a maximum of £10,000 for business stock
Outdoor items	**We** will pay Up to 10% of the **Contents sum insured** for any one claim
Watercraft (Including their furnishings, equipment and outboard motors) whilst not in use	**We** will pay up to £10,000 for any one claim

Index Linking

To protect **you** against the additional costs of inflation which may make your **sums insured** inadequate, where **you** have chosen cover under this section **we** will adjust the **sum insured** for **contents**, but not **fine art and antiques** or **jewellery and watches** each month in accordance with the movements in the Consumer Price Index, or a similar suitable index **we** decide upon.

No increase or decrease in premium will be due for each monthly **sum insured** change but at each renewal the **sum insured** will be adjusted and the renewal premium calculated on the revised figures which will be shown on **your** policy **schedule**.

The **sum insured** for **Fine art and antiques** and **jewellery and watches** should reflect the market value and **you** should ensure the amount shown on your **schedule** is adequate.

section 2 extensions.

The following extensions of cover are automatically included within **your** policy if **contents** are shown as insured on **your Schedule**.

What is Covered	What is Not Covered
1. Additions and Substitutions **We** will pay up to a maximum of 25% of the **contents sum insured** stated in the **schedule** for loss or damage to additions or substitutions made to the **contents**, **fine art and antiques** and **jewellery and watches** during the **period of insurance**.	This extension shall only apply when **you** declare the additions or substitutions within 90 days and any additional premium requested by **us** is paid. If such acquisition is not declared to **us** within 90 days **we** reserve the right, at **our** discretion, to refuse cover.
2. Additional Properties **We** will provide cover for **Household contents** within an additional property belonging to **you** anywhere in the world, not specified in **your** policy **schedule**.	The maximum amount payable in respect of any one incident and in any one **period of insurance** is 20% of the **contents sum insured** specified on **your schedule**.
3. Alternative Accommodation and Loss of Rent **We** will pay the costs of alternative accommodation incurred by **you** and **your** domestic pets, OR rent which **you** have to pay as a lessee or tenant of the **home** while the **home** cannot be **lived in** due to loss or damage covered by this insurance.	**We** will not pay for loss of rent and alternative accommodation as a result of the same loss or damage under this section.
4. Contents in transit **We** will pay for loss or damage to **your contents**, **fine art and antiques** and **jewellery and watches**, during removal, transit and storage to **your** new permanent residence within the **United Kingdom** by professional removal contractors.	**We** will not pay for loss or damage whilst in storage for more than 15 days.
5. Credit cards	

We will pay the amount **you** are made legally liable for by **your** credit card provider for which **you** are responsible as a result of misuse by any unauthorised person(s) following loss or theft of any **credit card**, together with all costs and expenses incurred with **our** prior written consent arising before the **credit card** organisation received notification of the loss, provided that **you** comply with all the terms and conditions under which the **credit card** was issued.	**We** will not pay for losses not reported to the police and issuer of the **credit card** within 24 hours of discovery.
6. Death of an Artist **We** will pay for the increased value to any one piece of art that is individually listed under **fine art and antiques** where such increase is due to the death of the artist following loss or damage covered under this section.	**We** will not pay for: • more than 200% of any one piece of art. • any claim where the artist's death has not occurred within 12 months prior to the date of loss or damage; • any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or • where **you** cannot prove the increased value of any piece of art.
7. Deeds and Documents **We** will pay for the costs involved in replacing title deeds, bonds, securities and other personal documents as a result of loss or damage covered under this section	
8. Defective Title **We** will pay **you** the purchase price of an item individually listed in **your schedule** if it is proved that the item purchased by **you** is not rightfully yours and **you** are required, by law, to return it to its rightful owner.	**We** will not pay: • more than the **sum insured** shown on **your schedule** • if **you** did not purchase the item during the **period of insurance** it has been insured by **us**;

	• if **you** do not notify **us** within the **period of insurance**; • if the item was inherited or given to **you** as a gift; • if **you** did not make enquiries regarding the item's provenance before **you** purchased it.
9. Fatal Injury **We** will pay the following amounts for fatal injury to **you**, happening at the **home**, caused by outward and visible violence by burglars or by fire: • £100,000 if such injury results in **your** death within 12 months of the incident; and/or • up to £100,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation.	The maximum **we** will pay for any one incident is £100,000; if **you** claim under both section 1 and section 2 the most **we** will pay for any one incident is £100,000. **We** will not pay for injury to or death of any **domestic employee**.
10. Fine art and antiques Market Appreciation If **you** have had a valuation within the last 36 months for a specified item of **fine art and antiques we** will pay as follows: i. In the event of total loss if the market value of the specified item immediately before the loss exceeds the amount specified for that item **we** will pay the market value ii. In the event of a partial loss **we** will pay the lesser of: a. The cost of repairing the item to its condition immediately before the loss; or b. The amount shown on the **schedule** for that item. However, if the market value of the specified item exceeds the amount specified for that item, **we** will pay the market value.	The most **we** will pay under this extension is 200% of the specified **sum insured**.

11. Freezer Contents **We** will pay for loss or damage to freezer contents whilst at the **home**, including damage caused by a rise or fall in temperature. **Your excess** does not apply to this extension.	**We** will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.
12. Gifts and Presents **We** will pay for wedding, birthday, anniversary and religious festival gifts purchased by **you** but not yet given to third parties and similar items purchased for **you** and kept in the **home**. We will pay up to £2,500 for any single item and £25,000 for any one claim.	This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival.
13. Glass and Sanitary Ware **We** will pay for accidental breakage of windows (including the cost of replacing double glazing units), other glass, sanitary ware, ceramic hobs and solar panels, which **you** are responsible for as tenant, provided that any item broken is permanently fixed to the **buildings**.	
14. Guests' Personal Effects **We** will pay for loss or damage to **your** guests' **contents** (excluding paying guests) caused by loss or damage covered section 2, **Contents** whilst within the **home**.	**We** will not pay for **money**, **credit cards** and **jewellery and watches** belonging to **your** guests'.
15. Hire of Replacement Golf Clubs Overseas Following loss or damage to **your** golf clubs, or any that **you** have hired or borrowed, whilst outside of the **United Kingdom**, **we** will pay up to £50 per day, subject to a maximum of £500, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to **us** in the event of a claim.	

16. Hole in One In the event of a Hole in One being achieved by **you** in an official golf club competition **we** will pay up to £750 for any one competition and up to a maximum of £3,000 in any one **period of insurance**. **Your** scorecard and certification from **your** club or match secretary must be submitted to **us** in the event of a claim.	
17. Loss of Oil, Metered Water or LPG **We** will pay up to £25,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at **your home** caused by **accidental damage** to **your** fixed domestic water or heating installation during the **period of insurance**. **We** will pay up to £10,000 for the cost of liquid petroleum gas (LPG) lost.	
18. Loss of Solar or Wind Generated Electricity Cover Following an insured loss at property which damages the professionally and permanently installed solar panels or wind turbines fitted at your **home**, **we** will pay up to £5,000 in any one **period of insurance** for the cost of **you** purchasing electricity and pay the cost of lost revenue to **you** from exporting solar or wind generated electricity back to the grid from **your** electricity provider, which would have been generated by these solar panels or wind turbines.	**We** will not pay for loss or damage: • while the solar panels or wind turbines are being installed, moved or serviced; • while the **home** is lent, let or sublet.
19. Memorial Stones **We** will pay up to £5,000 in any one **period of insurance** in respect of malicious damage or theft of the memorial stone commemoration of **your** parents, grandparents, spouse, domestic partner or children, subject to: • the Memorial stone being in a good state of repair prior to the loss or damage;	

• the Memorial stone being located in the **United Kingdom**.	
20. Outdoor items Loss or damage to **outdoor items** within the boundaries of **your home**. **We** will pay up to £2,500 for any one tree, shrub or plant up to a maximum of 10% of the **contents sum insured** shown on **your schedule** for any one event.	**We** will not pay for loss or damage caused by: • death by natural causes (e.g. disease) or neglect to trees, shrubs, plants and lawns; • frost damage; • pressure of snow
21. Permanent Storage Loss or damage to **contents**, **fine art and antiques** and **jewellery and watches** permanently kept in a commercial storage facility during the **period of insurance**.	**We** will not pay for more than 25% of **your contents**, **fine art and antiques** and **jewellery and watches sum insured**. We will not pay for: • accidental loss; • **accidental damage;** • theft or attempted theft unless entry to or exit from the property where the loss occurred is by forcible and violent means.
22. Personal Electronic Data **We** will pay the cost involved in retrieving **your** personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.	
23. Replacement Locks The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys. **Your excess** does not apply to this extension	

24. Residential Care and Halls of Residence **We** will pay for loss or damage to **contents** belonging to **your** parent(s) or grandparents whilst permanently residing in any nursing or residential care home up to a maximum of 10% of the **contents sum insured** shown on **your schedule** for any one event. **We** will pay for loss of or damage to possessions of student members of **your household** whilst away from the **home** and attending school, university or college up to a maximum of 10% of the **contents sum insured** shown on **your schedule** for any one event..	**We** will not pay for: • for loss or damage to pedal cycles; • more than £1,500 for any other single item • theft or attempted theft of **contents** unless entry to or exit from the property or room where the loss occurred is by forcible and/or violent means.
25. Reward **We** will pay a reward up to £10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.	**We** will not pay any reward where **you** or the Police would benefit from such payment. If **you** claim under both section 1 and section 2 the most **we** will pay for any one incident is £10,000.
26. Vaulted Items **We** will pay for loss or damage to **Fine art and antiques** or **Jewellery and watches** whilst in a bank vault or safety deposit facility during a temporary period of removal of up to 30 days during any one **period of insurance**.	

SECTION 3 | YOUR LIABILITIES

What is Covered	What is Not Covered
We will pay up to the **sum insured** shown on **your** policy **schedule** for **your** legal liability in the areas below, subject to **you** being insured for Sections 1 and 2 and the cover showing as operative on **your schedule**.	

Part A – Your liability as a Property Owner
 	
We will pay for:
• Any amounts agreed between **you** and **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.
• Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others for **accidental damage** to property or death or **bodily injury** to any person under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 and any amending legislation, where **you** were the owner of a **home you** were occupying at the time of its disposal.
• 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.
 	
Up to a maximum amount of £10,000,000 (including costs) for any one claim or series
	Any liability relating to or arising from:
	• arising directly or indirectly from **your** job, business, trade or profession;
	• arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract;
	• for damage to property owned by **you** or a member of **your household**;
	• For death or **bodily injury** to any person employed by **you** or under a contract of service with **you**
	• For death or **bodily injury** to **you**
	• For the cost of putting right any defects in the **buildings**;
	• arising for fines, penalties or **liquidated damages** or **aggravated**, **Punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.

of claims arising from one event or one source or original cause.	

Part B - Your liability to others as an occupier or in your personal capacity
 	
We will pay for:
 	
• Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others: – as occupier but not as owner of the **buildings** for **accidental damage** to property or death or **bodily injury**; – in **your** personal capacity for **accidental damage** to property or death or **bodily injury**.
• 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.
 	
Up to a maximum amount of £10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.
	Any liability:
	
	• for death or **bodily injury** to any person employed by **you** or under a contract of service with **you**;
	• 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** or under a contract of service with **you**;
	• arising out of:
	  ○ any transmission of any communicable disease or virus;
	  ○ **your** job, business, trade or profession either directly or indirectly;
	  ○ any contract, except to the extent that the liability would have arisen in the absence of the contract;– ownership, occupation, possession or use of any land other than the **buildings**.
	  ○ arising from the ownership, possession or use of any aircraft, ship, boat (other than craft solely propelled by hand or foot, sailboards or surfboards), e-bikes, e-scooters or similar being used in a place or manner prohibited by law, non-motorised horse box while being used on a public road or any motorised land vehicle other than;

	○ domestic gardening vehicles used within the grounds of **your home**; ○ quad bikes and motorcycles with an engine capacity under 50cc used within the grounds of **your home**; ○ golf buggies; ○ a vehicle for use by a disabled person that does not require registration for the road; ○ models and toys including battery operated and/or pedestrian remote controlled devices but not drones or unmanned aerial vehicles; • to any other member of **your household**; • arising from the escape of animals from land on which they are usually kept other than the **home**; • arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dogs (Amendment) Act (Northern Ireland) 2011 and any amending legislation; • arising outside of the **United Kingdom** in any country where **you** own residential property other than when **you** are away for a trip (a return journey that takes place during the **period of insurance**) which will last for no longer than 60 days; • arising directly or indirectly as a result of **you** occupying any property or land which **you** own, other than **your home**; • arising for fines, penalties or **liquated damages**, or **aggravated**,

	Punitive or exemplary damages or any damages resulting from **multiplying compensatory damages**.
Part C - Your liability to domestic employees **We** will pay for: • any amounts which **you** become legally liable to pay to domestic staff arising out of accidental death or **bodily injury** caused to them 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. Up to a maximum amount of £10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.	**We** will not pay for • Liability arising from the use of any hand, foot or motor propelled vehicle; • from **your** job, business, trade or profession either directly or indirectly; • from the transmission of any communicable disease or virus by **you**; • arising for fines, penalties or **liquidated damages** or **aggravated, Punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.
Part D - Irrecoverable judgements **We** will pay for: Any amounts **you** are owed, if within three months of a final judgment of a court of the **United Kingdom**, **you** have not received the full amount of damages (including taxed costs) awarded to **you** arising from **your** claim for death, **bodily injury** or damage to **your** property as long as; • no further appeal is possible or pending; • **you** would have been covered under section 3 of the policy if **your** position and that of the person **you** are claiming damages against had been reversed; • **you** allow **us** to take action in **your** name to recover such payment and	**We** will not pay for any liability arising: • from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism; • when the **home** has become **unoccupied**; • out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement; • from any loss or damage insured under Section 1 – **Buildings**.

repay to **us** any amounts that are subsequently paid directly to **you**. Up to a maximum amount of £5,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.	
Part E – Your liability as a tenant or licensee **We** will pay for: • Any amounts which **you** become legally liable to pay to the owner of the **buildings** as tenant or licensee directly caused by any of the events insured in Section 2 – **Contents**, excluding those covers that are provided under Additional Covers. Up to a maximum amount of £10,000,000 for any one claim or series of claims arising from one event or one source or original cause.	**We** will not pay for any liability arising: • from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism; • when the **home** has become **unoccupied**; • out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement; • from any loss or damage insured under Section 1 – **Buildings**.

SECTION 4 | HOME EMERGENCY

The cover provided by this section is included for **your home** as shown in **your schedule**. **We** will respond with expert help if **you** have an emergency covered by this section and send a **contractor** out who will take action to try and put things right. **We** aren't able to provide **you** with help relating to day-to-day maintenance of **your home** and its contents. Section 4 – Home Emergency is provided by Arc Legal Assistance Limited, and the insurer is AmTrust Specialty Limited. Claims under this policy are handled by Arc Legal Assistance Limited.

Important Information

- If **we** accept **your** claim, the claims helpline will find a suitable **contractor** to come to **your home** and try to sort out the emergency. However, the **contractor** must be able to get into **your home** to carry out the **Emergency repairs** and not be prevented by bad weather, industrial disputes or lack of public transport.
- The claims helpline service and tradesperson will use their discretion as to when and how the **Emergency repairs** are carried out.
- The **contractor** will send an invoice for the cost of all the work that is covered by the insurance to **us**. **You** will be asked to pay the cost of;
    - Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
    - All charges above the claims limits or any work not covered by this insurance – **you** will be told about this before any work is carried out.
    - Any extra costs for things that **you** ask for such as replacement parts or components which are of better quality than the original replacement parts or components.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens, **we** will make sure that **your home** is safe.
- If **you** call in the services of a **contractor** before **you** make contact with the Claims Helpline Service, any costs incurred by **you** will not be covered by this insurance.
- **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.
- **You** must make sure that **your** boiler is serviced regularly in accordance with the manufacturer's instructions. **We** will not pay any claim that is caused by a breakdown of a boiler that has not been serviced during the previous 12 months.

Confirming Policy Details

In some situations, **we** might not be able to assess **your** claim or confirm that **your** policy covers it from the information and details provided by **you**. It might be necessary for **our**

contractor to come to **your home**, assess the situation and provide **us** with a report. If this happens **you** will be asked to leave either credit or debit card details which may be debited if the cost of the call-out and any repairs carried out are not covered by this insurance. This will help **us** respond to **your** emergency without unnecessary delay and provides **you** with the choice to get emergency help at **your home** even if it's not covered by **your** policy.

Household Buildings and Contents

This section of cover is designed to offer 24-hour help if **you** have a **home** emergency only. It compliments, but does not replace the other sections of this policy and there may be times where **your** buildings or contents policy are a better route for cover. If the situation is not an **emergency repair** as defined in the policy wording, please refer to the making a claim section on page 5 of this wording.

How Your Cover Works

This section covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no **temporary repair** is available. If **our contractor** decides there is no temporary, permanent or economical repair available, then the emergency will not be covered by this insurance.

Your emergency must meet the definition of an emergency under the section of cover that **you** are claiming under.

Maintenance of Your Home.

You must keep **your home**, including fixtures and fittings, in good working order. This includes boilers which should be maintained/serviced in accordance with the manufacturer's recommendations.

Trace and Access

Sometimes the **contractor** might need to remove and/or damage parts of the **home**, fixtures and fittings in order to locate the source of the emergency. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

Working Together

To enable **us** to give **you** the best possible claims service, **we** will need **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts that **we**, or **our** representative, ask of **you**.

If **your home** emergency claim is accepted, **we** ask that **you** allow the **contractor** to have access to **your home** within 24 hours of the claim being reported to **us**. If **you** delay and/or prevent the **contractor** from doing this, **we** may not cover **you**.
There might be times where **our contractor** has to order parts that are not available straight away.

making a claim.

Major emergencies which could result in loss of life or serious damage to the **home** should always be notified to the supply company and/or public emergency services immediately.

Gas leaks must be notified to the National Gas Emergency Service immediately on	0800 111 999.

Please look at **your** insurance policy and **schedule** to check **your** level of cover and have **your** policy number and **Insurance intermediary**'s name to hand. This policy is designed to help **you** during an emergency. It will not cover situations that **you** do not tell **us** about within 48 hours of the incident.

Call **our** helpline, which is open 24/7, 365 days a year.	0333 034 2616

We will ask **you** some questions to check **your** identity and the details of **your** emergency. **We** will talk **you** through **your** cover and let **you** know what **we** will do next.

Parts Availability

The provision of parts is an important factor in providing **Emergency repairs**. If **our** authorised supplier does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts through **our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like for like basis but will provide an alternative suitable for containing the emergency. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

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

section definitions.

Where the following words appear in bold print in Section 4 they have the following meanings.

Contractor	A tradesperson authorised and instructed by the Claims Helpline Service to undertake **Emergency repairs**.
Data protection legislation	The data protection laws in force in the countries where this cover applies at the time of the emergency.
Emergency repair(s)	Work carried out by an authorised **contractor** to sort out the emergency by completing a **temporary repair**. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **sum insured** shown in this policy.
Home	**Your** main permanent place of residence within the **territorial limits** which is a private dwelling used for domestic purposes. It does not include garages, gardens, outbuildings and swimming pools. However, garages and outbuildings that are attached and/or accessed via the **home** will be included for the Pests section of cover.
Primary heating system	The main central heating and hot water systems. This does not include any form of renewable energy systems, non-domestic central heating boilers or source.
Temporary repair, Temporary Resolution	A repair or solution which will sort out an emergency for at least 72 hours. A **temporary repair** or solution will need to be replaced by a permanent repair.
Territorial limits	The **United Kingdom**, the Channel Islands and the Isle of Man.
Uneconomical	Where, in **our** opinion, it would not be worth completing a repair because of the further work that would be needed or the life expectancy of the appliance/equipment; or Where the cost of the **emergency repair** (including parts and labour) is more than 75% of the cost of replacing the item as new.

We/Us/Our	Bspoke Private Clients, who provide the services described in this policy on behalf of Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Specialty Limited.
You / Your	The person who has paid the premium and is named in the **schedule**.

section conditions.

The following Conditions apply to Section 4. These Conditions apply in addition to the Policy Conditions.
These are the conditions of the insurance **you** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected, or payment could be reduced. In some circumstances **your** policy might become invalid.

Making a Claim

Claims Telephone conversations may be recorded in case **you** (or **we**) need a record of what has been said.
When asking for help **you** must contact the Claims Helpline Service. If **you** contact the **contractors** directly, the work will not be covered.
There might be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens, **we** will make sure that **your home** is safe and, if needed the **contractor** will provide **you** with a quotation for a suitable repair.
Please note that if **you** should use the services of a **contractor** before **you** to make contact with the Claims Helpline Service **you** will be responsible for any costs.
If there is a major emergency which could result in serious damage or serious injury, **you** must contact the supply company and/or the public emergency services immediately.
Gas leaks must be reported to the local gas company immediately.

Keeping the terms & conditions

You must comply with the terms and conditions of this insurance, or **we** won't have to pay any claim.

Notices

Any letter or notice concerning this insurance will be considered to be properly issued if it is sent to the last known address of the person intended to receive it.

Take Care

You must take care to maintain the **home** and its equipment in good order and take all necessary precautions to prevent loss, damage or unnecessary costs.
Where a **temporary solution** or repair has been carried out, it will be **your** responsibility to carry out repairs or work to permanently resolve the cause of the emergency. If **you** don't carry out the permanent repair **we** will not appoint a **contractor** to carry out any more **emergency repairs**.

Claims Helpline Service

All potential claims must be reported to the Claims Helpline Service for advice and support. Emergency Claims Helpline Number: 0333 034 2616

Calls to the helpline will be charged at **your** standard rates.

We will not accept responsibility if the Helpline services fail for reasons beyond **our** control.

section exclusions.

We shall not be liable for costs arising from or in connection with:

- Any boiler that has not been serviced in the 12 months before it breaks down.
- Circumstances known to **you** prior to the date this insurance began.
- Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
- Any claims arising from or relating to appliances.
- Any system, which has been incorrectly used or modified, or has been tampered with.
- General wear and tear.
- Failure or damage caused by faulty or defective design of pipework including, for example, delamination found in pitch fibre pipe construction.
- Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
- Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- Replacement or adjustment to any decorative or cosmetic part of any equipment.
- Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
- Wilful act or omission, lack of maintenance or neglect by **you**.
- Claims in the 7 days immediately following **your** first occupation of the **home** or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left **unoccupied** for 30 consecutive days or more.
- Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- Any other costs or damage that are directly or indirectly caused by the event that led to **your** claim, unless specifically stated in the policy.
- Claims arising within the first 48 hours from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
- Claims under the Boiler Replacement Contribution section of cover arising within the first 30 days from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
- Any costs that would be more appropriately recovered under any other insurance.
- Circumstances which are not sudden or unforeseen.
- Circumstances where **we** have gone beyond **your** insurance policy's **sum insured** or policy cover.
- Claims where **our contractor** has advised there is no **emergency repair** available.

- Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
- Any loss or damage from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

section cover.

This section provides the cover described in each section below if an **insured event** happens at **your home**. **We** will pay up to a maximum of:

- £100 for claims relating to the Alternative Heating section of cover;
- £500 relating to the Boiler Replacement Condition section of cover, and;
- £2,500 for claims relating to all other sections of cover (including VAT, call-out charges, labour, parts and materials).

Where it has not been possible to sort out the emergency following an accepted claim for **emergency repairs**, and where the Claims Helpline Service decides that **your home** has been left uninhabitable, **we** can arrange and pay up to a total of £500 for **your** overnight accommodation if **you** ask **us** to.

What is Covered	What is Not Covered
We will only pay for the **emergency repair**. **We** will not pay for any damage caused by the emergency. The emergencies listed below are covered under this policy:	There are conditions and exclusions, listed below, which limit the type and value of **emergency repairs you** can claim for. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an emergency has occurred that it is not covered under the policy. The following incidents are NOT covered under this policy:
Plumbing and Drainage **Emergency repairs** following damage to or failure of the plumbing and drainage system which: a) Means that internal flood or water damage is a likely consequence; b) Means that **you** do not have access to a useable toilet within **your home**; or c) Causes blocked external drains that are solely **your** responsibility and within the boundary of the **home**,	1. The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes. 2. Cracked sanitaryware, including but not limited to cisterns, toilet bowls, sinks and baths. 3. Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush. 4. Saniflo systems or other macerator-based systems.

where this can be resolved by jetting or rodding.	5. Descaling and any work arising from hard water scale deposits. 6. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework. 7. Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the **home**. 8. Where the leak can be contained providing **you** with enough time to arrange a repair privately.
Internal Electricity **Emergency repairs** following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier. Please note, during claims assessment **you** may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.	1. External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs. 2. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment. 3. Renewable energy systems. 4. Where an appliance has caused a circuit to fail or trip.
Gas Supply After the National Gas Emergency Service has visited **your home** and isolated **your** gas supply, **emergency repairs** will be carried out by a Gas Safe **contractor**, who will repair or replace the damaged section of internal gas supply pipe. **Our contractor** will also turn **your** gas supply back on.	1. Repair work to or the cost of replacing lead pipework. 2. The interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption of the mains gas supply system. 3. Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements. 4. Any appliance.
Water Supply	

Emergency repairs following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.	1. The interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption or the mains water supply system. 2. Where **you** have access to a water supply in another bathroom. 3. Descaling and any work arising from hard water scale deposits.
Security **Emergency repairs** following damage or failure of the following items which would render the main living area of the **home** insecure and easily accessible to intruders: a) External lock. b) External window. c) External door.	Internal locks, window locks, glass, external garages or outbuildings. Any damage caused by the **contractor** in gaining access to the **home**. Doors subject to swelling. Porch doors where there is another lockable door which prevents access to the main living areas of the **home**.
Access to Home **Emergency repairs** following the loss of the only available key to the **home** which cannot be replaced, and normal access cannot be obtained. **Our contractor** will gain access to the **home** and ensure it is left secure.	Any damage caused by the **contractor** in gaining access to the **home**.
Primary heating system **Emergency repairs** following the complete breakdown of the **primary heating system** which: 1. Results in the complete loss of heating and/or; 2. Results in the complete loss of hot water.	1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt). 2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries. 3. Any form of renewable energy systems. 4. Powerflushing or descaling. 5. The replacement of water tanks, cylinders and central heating radiators. 6. Where there is another hot water source available for bathing, including

	but not limited to an immersion heater or electric shower. 7. Intermittent faults where this cannot be identified at the time of the **contractor**'s attendance. 8. Lack of maintenance or neglect by **you** (**you** may be asked to reserve funds if **your** boiler has not been serviced in line with the manufacturer's instructions). 9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.
Pests **Emergency repairs** following an infestation as a result of the following Pests in and/or attached to the **home** and there is clear evidence of the infestation. a) Wasps' nests. b) Hornets' nests. c) Mice. d) Rats. e) Cockroaches.	1. Repeat claims where **you** have failed to follow previous guidance from **us** or the **contractor** to prevent continued or further infestation. 2. Pest infestations where **you** have not taken reasonable hygiene measures to prevent contamination.
Roofing **Emergency repairs** following missing, broken or loose tiles causing internal water damage. **We** will appoint a **contractor** to attend when it is safe for them to do so. They will complete a **temporary repair** to stop the immediate damage, but requests for permanent repairs should be made to **your** building & contents provider.	1. Damage to flat roofs over 10 years old. 2. Damages where the roof has not been satisfactorily maintained. 3. Costs that should be shared proportionately across all responsible parties. 4. Any access costs, including but not limited to scaffolding and articulated lifts.
Overnight Accommodation Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for **emergency repairs** by a **contractor** under another section of the policy and the **home**	1. The cost of any food and drink **you** have purchased. 2. The cost of any parking incurred. 3. The cost of travel. 4. The cost of entertainment.

is rendered uninhabitable in the opinion of the Claims Helpline Service.	
Alternative Heating **We** shall pay up to £100 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under **Primary heating system** section of cover. Payment is subject to an original receipt and the **primary heating system** not being reinstated.	
Boiler Replacement Contribution **We** shall contribute up to £500 towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless **we** or the **contractor** declare the boiler to be **uneconomical** to repair, following an accepted claim under the **Primary heating system** section of cover.	

SECTION 5 | FAMILY LEGAL PROTECTION

The cover provided by this section is included for **your home** as shown in **your schedule**. Family Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Total Legal - Discounted legal services and online document templates
- Insurance for legal **costs** for certain types of disputes

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Specialty Limited on whose behalf **we** act.
If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers' costs** payable by **us** are limited to no more than (a) **our standard advisers' costs,** or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **costs** as detailed under the separate sections of cover, less any **excess** up to the **maximum amount payable** where:-

a) The **insured event** takes place in the **period of insurance** and within the **territorial limits** and
b) The **legal action** takes place within the **territorial limits**

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the insurer in connection with the **legal action**.

Data Protection

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, **we** are the company responsible for handling **your** information (Data controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk.

What we do with your personal information

We might need to use the information **we** have about **you** for different reasons. For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products or services if **you** ask **us** to.
- for research or statistics.

we will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. **we** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **we** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell **us** if **you** do not want **us** to use **your** information for marketing. **You** can also ask **us** to give **you** the information **we** have about **you** and, if there are any mistakes or updates, **you** can ask **us** to correct them. **You** can also ask **us** to delete **your** information (although there are somethings **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority. **We** will not keep **your** information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer.

making a claim.

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

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting bspoke.arclegal.co.uk. Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to notify **us** of any potential claim or circumstances which may give rise to a claim as soon as possible. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal helpline**. Please note that any avoidable delay in notifying any claim may result in a claim being declined.

Assistance Helpline Services

Legal and Tax Helpline **You** can use the helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the **United Kingdom** and during the **period of insurance**.	Tel: 0333 034 2617 Telephone calls may be recorded and/or monitored for both **your** and **our** protection.
Legal Assistance Portal As well as **your** Legal Expenses cover, **you** can use **our** online Legal Assistance Portal. This will give **you**: • Online legal document templates that can provide **you** with a wide range of legal documents including those that can help **you** with legal problems **you** have under **your** cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc. • Access to **our** 'Advice Tree' - **our** legal encyclopaedia with guidance pages on	**you** can find this service by visiting bspoke.arclegal.co.uk where **you** can register **your** details and use this service.

areas of law under **your** cover such as employment disputes or injury claims • Legal Assistance Helpline Booking Service so that **you** can arrange for one of **our** legal advisers to call **you** • Access to **our** Online Claim System if **you** have spoken to a legal **adviser** and need to start a claim under **your** cover • Access to Online Chat if **you** need to speak to one of **our** First Response agents for help or advice using any of **our** services.	

Legal Cost Insurance

If a claim is accepted under this section of **your** insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of interest** happens. Where it is necessary to start court proceedings, or a **Conflict of interest** happens, and **you** want to use a legal representative that **you** choose **yourself**, **we** will not pay **advisers' costs** which are more than (a) **our standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

Your Family Legal Protection covers Costs set out under the separate sub-sections of cover, up to the **maximum amount payable** where:

a) The **insured event** happens during the **period of insurance** and within the **territorial limits**; and
b) The **legal action** takes place within the **territorial limits**.

This section of **your** insurance does not provide cover where something **you** do, or fail to do, has a negative impact on **your** position or the position of the Insurer in connection with the **legal action**.

section definitions.

Where the following words appear in bold print in Section 5, they have the following meanings.

Adviser	**Our** specialist panel solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where it is necessary to start court proceedings or a **conflict of interest** arises, another legal representative nominated by **you**.
Advisers' costs	Legal or accountancy fees and disbursements paid by the **adviser**
Adverse costs	Third party legal costs awarded against **you** which will be paid on the **standard basis of assessment** provided that these costs arise after written acceptance of a claim.
Conditional fee agreement	An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.
Conflict of interest	Situations where **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Costs	**Standard advisers' costs** and **adverse costs**.
Daily rate	An amount equal to 1/250th of either of the following: • If **you** are employed, the average of the amounts shown on **your** payslips from **your** employer during the last 12 months (excluding bonus payments and overtime); or • If **you** are self-employed, the annual average of the income **you** declared to HMRC for the previous tax year
Data controller	The party which determines the purpose for, and the manner in which, personal data are, or are to be, processed
Data protection legislation	The relevant **data protection legislation** in force within the **territorial limits** where this cover applies at the time of the **insured event**

Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a **contract of employment**.
HM Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **your** PAYE income or gains.
Identity fraud	A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured event	The incident (or the start of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this section of **your** insurance.
Insurer	AmTrust Specialty Limited
Legal action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; The defence of criminal prosecutions to do with **your** employment The defence of motor prosecutions
Legal helpline	The service provided by **our** panel solicitors on **our** behalf which enables **you** to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum amount payable	**We** will pay up to £100 per hour plus VAT up to a **maximum amount payable** in respect of an **insured event** as stated below: **Identity fraud**: £25,000 All other sections: £100,000 For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Standard advisers' costs	The level of **advisers' costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **maximum amount payable** and may, if **we** wish, change from time to time.
Standard basis of assessment	The way in which the **costs** of legal proceedings are assessed where the court only allows amounts that are in proportion to the

	subject matter being disputed. The court will decide whether or not the **costs** were reasonable for the party having to pay the **costs**.
Territorial limits	The **United Kingdom**, the Channel Islands and the Isle of Man.
We/Us/Our	Bspoke Private Clients, who provide the services described in this policy on behalf of Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Specialty Limited.
You/Your /Yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance **adviser** and is permanently resident at the property covered under the **household** insurance to which this cover attaches. Cover also applies to **your** family members' resident with **you**. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to or out of **your** death

section conditions.

The following Conditions apply to Section 5. These Conditions apply in addition to the General Conditions.

Claims

a) **You** must notify claims as soon as possible once **you** become aware of the incident and, in any event, within 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. For claims relating to **Identity fraud**, these must be reported within 45 days of **you** becoming aware of the incident.

b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent (which **you** will not unreasonably withhold) **we** may reach a settlement of the legal proceedings.

c) Please note that **you** must supply, at **your** own expense, all of the information which **we** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in **excess** of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.

d) The **adviser** will:

   i. provide a detailed view of **your** prospects of success including the prospects of enforcing any Judgment obtained.
   ii. keep **us** fully advised of all developments and provide such information as **we** may require.
   iii. keep **us** advised of **advisers' costs** incurred.
   iv. advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
   v. submit bills for assessment or certification by the appropriate body if requested by **us**.
   vi. attempt recovery of **costs** from third parties.

e) In the event of a dispute arising as to **advisers' costs we** may require **you** to change **adviser**.

f) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
g) **You** shall supply all information requested by the **adviser** and **us**.
h) **You** are responsible for all legal **costs** and expenses including **adverse costs** if **you** withdraw from the legal proceedings without **our** prior consent. Any legal **costs** and expenses already paid under this insurance will be reimbursed by **you**.
i) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

Prospects of Success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of **money** at stake, enforcing a judgment or achieving an outcome which is in **your** best interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** finds that there is not a 51% or higher chance of success, then **we** might decline or stop giving support for **your** case.

Proportional Costs

An estimate of the **Costs** to deal with **your** claim must not be more than the amount of **money** in dispute. The estimate of the **costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate is more than the amount in dispute then **we** might decline or discontinue support for **your** case.

Freedom of Choice

You can choose **your** own **adviser** to act for **you** when it is likely that court proceedings might need to be started. If **you** do this, **we** will only pay **standard advisers' costs** up to the **maximum amount payable** (which **we** have the right to change from time to time).

Change in Law

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

section exclusions.

The following Exclusions apply to Section 5 only. These Exclusions apply in addition to the General Exclusions.

1. There is no cover where:
   - **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
   - an estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
   - **Advisers' costs** or any other **costs** and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
   - **Your insurers** refuse to accept this insurance policy or refuse indemnity

2. There is no cover for:
   - claims over loss or damage where that loss or damage is insured under any other insurance
   - claims made by, or against, **your** insurance **adviser**, the **Insurer**, the **adviser** or **us**
   - any claim **you** make which is false or fraudulent or exaggerated
   - defending **legal actions** arising from anything **you** did deliberately or recklessly
   - **costs** if **your** claim is part of group claim or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:
   - A dispute between **you** and someone **you** live with or have lived with
   - **Your** business trade or profession other than as an **employee**
   - An application for a judicial review
   - Defending or pursuing new areas of law or test cases

4. Cyber Attack Exclusion

The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for **costs** is specifically allowed for in the Sections of Cover below.

section cover.

What is Covered	What is Not Covered
Consumer Pursuit **Costs** to pursue a **legal action**, resulting from an **insured event**, following a breach of a contract **you** have entered into for buying or renting goods or services for **your** private use. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another **insurer** continuously from, or before, the date on which the agreement was made.	Claims: • where the amount in dispute is below £250 plus VAT • for, or related to, professional negligence • involving a vehicle owned by **you** or for which **you** are legally responsible • resulting from a dispute with any government, public or local authority • resulting from the purchase or sale of **your** main **home** • relating to a lease tenancy or licence to use property or land • relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled • relating to a dispute with any financial services supplier resulting from the sale or performance of products and services offered or provided to **you** • directly or indirectly resulting from planning law • directly or indirectly resulting from constructing buildings or altering their structure for **your** use
Consumer Defence **Costs** to defend a **legal action**, resulting from an **insured event**, brought against **you** following a breach of a contract **you** have	Claims: • where the amount in dispute is below £250 plus VAT

entered into for selling **your** own personal goods. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.	• involving a vehicle owned by **you** or which **you** are legally responsible for • resulting from a dispute with any government, public or local authority • resulting from the sale or purchase of **your** main **home** • relating to a lease tenancy or licence to use property or land
Personal Injury **Costs** to pursue a **legal action**, resulting from an **insured event**, following an accident, resulting in **your** personal injury or death, against the person or organisation directly responsible. If the **legal action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you**, or **your** estate, fail to recover the damages that being claimed in the **legal action** in full or in part. If the damages being claimed are below the small claims track limit **advisers' costs** will not be covered but **you**, or **your** estate, can access the **legal helpline** for advice on how to take the case further.	Claims: • resulting from medical or clinical treatment, advice, assistance or care • for stress, psychological or emotional injury unless it arises from **you** suffering physical injury • for illness, personal injury or death caused gradually and not caused by a specific sudden event • involving a vehicle owned or driven by **you**
Clinical Negligence **Costs** to pursue a **legal action**, resulting from an **insured event**, for damages following clinical negligence, resulting in **your** personal injury or death, against the person or organisation directly responsible. If the **legal action** is going to be decided by a court in England or Wales and the damages **you**, or **your** estate, are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if	Claims for stress, psychological or emotional injury unless it arises from **you** suffering physical injury

you, or **your** estate, fail to recover the damages that being claimed in the **legal action** in full or in part. If the damages **you**, or **your** estate, are claiming are below the small claims track limit **advisers' costs** will not be covered but **you**, or **your** estate, can access the **legal helpline** for advice on how to take the case further.	
Employment Disputes **Standard advisers' costs** to pursue a **legal action**, resulting from an **insured event**, brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer (or ex-employer) for breach as an **employee** of **your**: • **contract of employment**; or • legal rights under employment laws.	Claims: • where the breach occurred in the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred • for a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) • for **standard advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your contract of employment** or the **costs** connected with any settlement agreement • where the breach is alleged to have commenced or to have continued after termination of **your** employment • for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment • for any hearing fees and issue fees which **you** might need to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern

	Ireland, the Channel Islands or the Isle of Man)

Property Infringement
 	
Costs to pursue a **legal action**, resulting from an **insured event**, for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main **home**.
	Claims:
	• where the nuisance or trespass started within the first 180 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another **insurer** continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
	• in respect of works undertaken, to be undertaken by or under the order of any government or public or local authority
	• for adverse possession
	• in respect of a contract **you** have entered into
	• directly or indirectly resulting from planning law
	• directly or indirectly resulting from constructing buildings or altering their structure for **your** use
	• directly or indirectly arising from:
	  ○ subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building)
	  ○ heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground)
	  ○ land slip (meaning downward movement of sloping ground)
	  ○ mining or quarrying

Property Damage	

Costs to pursue a **legal action**, resulting from an **insured event**, for damages against a person or organisation that causes physical damage to **your** main **home** or **your** personal effects. The damage must have been caused after **you** first purchased this insurance.	Claims:
	• in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
	• in respect of a contract **you** have entered into
	• directly or indirectly resulting from planning law
	• directly or indirectly resulting from constructing buildings or altering their structure for **your** use
	• directly or indirectly arising from:
	  ○ subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building)
	  ○ heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground)
	  ○ land slip (meaning downward movement of sloping ground)
	  ○ mining or quarrying

Property Sale and Purchase **Costs**, resulting from an **insured event**, to pursue or defend a **legal action** in respect of a breach of a contract for the sale or purchase of **your** main **home**.	Claims: • where **you** have purchased this insurance after the date **you** completed the sale or purchase of **your** main **home** • where the amount in dispute is below £250 plus VAT • for and/or in any way related to professional negligence • directly or indirectly resulting from planning law

	• directly or indirectly resulting from constructing buildings or altering their structure for **your** use
Motor Prosecution Defence **Standard advisers' costs** to defend a **legal action,** resulting from an **insured event**, in respect of a motoring offence, resulting from **your** use of a vehicle. Pleas in mitigation are covered where there is a 51% (or greater) prospect of such a plea materially affecting the likely outcome.	Claims: • for alleged road traffic offences where **you** did not hold, or were disqualified from holding, a licence to drive or are being prosecuted for being under control of a vehicle whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **you** have been advised by a medical professional not to drive. • for **standard advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy • for parking offences which cannot lead to penalty points on **your** licence • for **standard advisers' costs** incurred in **excess** of any **costs you** are able to recover under a Defendants Costs Order

Tax
 	
Standard advisers' costs, resulting from an **insured event**, incurred by an accountant if **you** are subject to an **HM Revenue and Customs Full Enquiry** into **your** personal Income Tax position, provided that the **insured event** arises on the date that **you** or **your adviser** are contacted, either verbally or in writing, by the relevant department of HM Revenue & Customs advising **you** of either dissatisfaction with **your** returns, or
	Claims:
	• Where
	  ○ deliberate misstatements or omissions have been made to the authorities or;
	  ○ income has been under-declared because of false representations or statements by **you** or;
	  ○ **you** are subject to an allegation of fraud

amounts paid, or giving notice of intention to investigate. This cover applies only if **you** have: a) maintained proper, complete, truthful and up to date records and b) made all returns at the due time without having to pay any penalty and c) provided all information that HM Revenue and Customs reasonably requires	• for **standard advisers' costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs • for enquiries into aspects of **your** Tax Return (Aspect Enquiries)
Personal Identity fraud **Costs** to pursue actions within the **territorial limits** relating to a single act, or the start of a series of single acts, against **you** by one person or group of people: • to defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation from which **you** are alleged to have purchased, hired or leased goods or services. Cover is only available if **you** deny having entered into the contract and allege that **you** have been the victim of **identity fraud** • to deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity fraud** • in order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of **identity fraud**	Claims • Where **you** have not been the victim of **identity fraud** • Where **you** did not take action to prevent **yourself** from further instances of **identity fraud** following an Insured Incident • Where the **identity fraud** has been carried out by somebody living with **you** • For **costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss **you** must agree to be added to the CIFAS Protection Register if **we** recommend it.
Jury Service	

Payment will be made where **you** need to attend jury service arising during the **period of insurance**. At the end of the period of jury service, **you** can submit a claim for: • a **daily rate** for each whole day of attendance for the duration **you** are off work attending jury service, providing these **costs** are not recoverable from **your** employer or the court. • 50% of the **daily rate** for each additional half day **you** are off work attending jury service providing these **costs** are not recoverable from **your** employer or the court.	

data and privacy notice.

This privacy notice covers the processing of data for individuals and companies that **we** have a prospective or existing business relationship with and as a result **we** process their data to manage this relationship.

This privacy notice does not apply to any customers/**policyholders** related to Bspoke Commercial Limited. **We** refer to these individuals as "**you**/**your**" in this notice.
We are dedicated to being transparent and this privacy notice tells **you** what **we** do with the information that **we** collect about **you**.

We process **your** personal data in accordance with the relevant data protection legislation. **We** are the data controller for the data that **we** process about **you**, and **we** will not collect any information from **you** that **we** do not need for the purpose of managing the business relationship.

This insurance policy has been produced by Bspoke Commercial Limited (trading as Bspoke Private Clients), a Managing General Agent of the insurers. As Managing General Agent, Bspoke Commercial Limited underwrites insurance and handles claims for **you** on behalf of the insurers. In providing insurance services, Bspoke Commercial Limited will share **your** personal data with HDI Global Specialty SE and AmTrust Specialty. For information on how HDI Global Specialty SE or AmTrust Specialty use **your** personal data, please refer to their privacy policies on their websites:
hdi_global_specialty_full_privacy_notice_uk.pdf
https://amtrustinternational.com/dpn

You can find more information and full details of **our** Privacy notices on **our** website at www.bspokecommercial.co.uk or by following this link.

We are Bspoke Commercial Limited, referred to as "**we**/**us**/**our**" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is ZA142428. **Our** registered address is Brookfield Court, Selby Road, Leeds, LS25 1NB.

bspoke
private clients

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