

Household Policy Document



The Household Policy document. Specially arranged
by South Essex Insurance Brokers Ltd.

SEIB
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Over 50 years of excellent service

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WELCOME

Thank **you** for choosing **us** to protect **your** property.

We want to help you understand **your** Home Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you need**, and keep all documents in a safe place.

That policy is not complete without a policy **schedule**. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Home Insurance document is split into 6 sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

IMPORTANT INFORMATION ABOUT YOUR POLICY

THE LAW APPLICABLE TO THIS INSURANCE

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

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

THE INSURERS OR SERVICE PROVIDERS

Sections One to Four of this Home Insurance policy is underwritten by a consortium of leading insurers:

AGEAS INSURANCE LIMITED

Ageas Insurance Limited (Registered number: 354568) is registered at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

ROYAL & SUN ALLIANCE INSURANCE PLC

Royal & Sun Alliance Insurance plc (Registered number: 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check these details with the Financial Conduct Authority either on their website at **www.fca.org.uk** or by calling them on **0800 111 6768**.

Details of each insurer's proportionate liability will be provided upon request.

SECTION FIVE - LEGAL EXPENSES AND SECTION SIX - HOME EMERGENCY ARE UNDERWRITTEN BY :

DAS LEGAL EXPENSES INSURANCE COMPANY LIMITED

DAS Legal Expenses Insurance Company Limited (Registered number: 103274) is registered in England and Wales at DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

For further information see Sections Five and Six.

YOUR TOTAL PEACE OF MIND

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme,
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Tel: **0800 678 1100** or **020 7741 4100**
www.fscs.org.uk

THINGS WE NEED TO TELL YOU ABOUT

OUR AGREEMENT WITH YOU

This policy is a legal contract between **you** and **us**.

When **you** take out, amend, or renew **your** policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When **you** answer those questions, **you** are required to take care not to misrepresent any information and to give **us** all of the information **you** are asked for. If **you** give **us** incorrect or incomplete information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances **your** policy might be invalid and **you** may not be entitled to a refund of premium.

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

OUR USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

SEVERAL LIABILITY NOTICE

The liability of 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.

THINGS WE NEED TO TELL YOU ABOUT

DATA PROTECTION ACT 1998

HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

WHO WE ARE

Sections One to Four of this insurance is underwritten by a consortium of two leading UK insurers, being Ageas Insurance Limited and Royal & Sun Alliance Insurance plc and DAS Legal Expenses Insurance Company Limited. Sections Five and Six of this insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

You are giving **your** information to Ageas Insurance Limited, Royal & Sun Alliance Insurance plc and DAS Legal Expenses Insurance Company Limited their associated group companies (the Group). In this information statement, '**we**', '**us**' and '**our**' refers to the Group unless otherwise stated.

HOW YOUR INFORMATION WILL BE USED AND WHO WE SHARE IT WITH

Your information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider.

We may use and share **your** information with other members of the Group to help **us** and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop **our** services, systems and relationships with **you**
- Understand **our** customers' requirements
- Develop and test products and services.

We do not disclose **your** information to anyone outside the Group except:

- Where **we** have **your** permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to **us**, **our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement.

We may transfer **your** information to other countries on the basis that anyone **we** pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

With regard to sections Five and Six of this insurance.

HOW WE WILL USE YOUR INFORMATION

DAS may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If **your** policy includes legal advice DAS may have to send the information outside of the European Economic Area in order to give you legal advice on non-European Union law.

DAS will not disclose **your** personal data to any other person or organisation unless DAS are required to by DAS' legal and regulatory obligations. For example, DAS may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS' website.

We will not keep **your** information for longer than necessary.

THINGS WE NEED TO TELL YOU ABOUT

DATA PROTECTION ACT 1998 (CONTINUED)

SENSITIVE INFORMATION

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

CLAIMS HISTORY

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **your** policy, **you** must tell **us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

HOW TO CONTACT US

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If **you** have any questions, or **you** would like to find out more about this notice **you** can contact **us** by writing to:

Data Protection Officer

Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire SO53 3YA

Data Protection Liaison Officer

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

Group Data Protection Controller

DAS Legal Expenses Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

DEFINITIONS

APPLICABLE TO THE WHOLE OF THIS INSURANCE

Where the following words appear in bold in this insurance contract, they will have the meanings shown below unless stated otherwise.

Accidental Damage	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
Bodily Injury	Includes death or disease. (Not applicable to Section Five - Legal Expenses.)
Broker	The intermediary who arranged this insurance on your behalf.
Buildings	<p>The home and its decorations including:</p> <ul style="list-style-type: none">• Fixtures and fittings attached to the home,• Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,• Solar panels permanently attached to the main private dwelling <p>which you own or for which you are legally responsible within the premises named in the schedule. (Not applicable to Section Five - Legal Expenses and Section Six - Home Emergency.)</p>
Contents	<p>Household goods, valuables and personal belongings, within the home, which are your property or which you are legally responsible for.</p> <p>Contents include:</p> <ul style="list-style-type: none">• Tenants fixtures and fittings,• Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home,• Contents that are within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home),• Contents in outbuildings up to £5,000 unless otherwise stated in the schedule,• Deeds and registered bonds and other personal documents,• Valuables and personal belongings up to 33.33% of the contents sum insured in total, with the limit for any one item being £3,500 within the home, unless otherwise stated in the schedule,• Office equipment up to £5,000,• Domestic oil in fixed fuel oil tanks up to £750,• Pedal cycles up to £1,000 per pedal cycle within the home, unless otherwise stated in the schedule,• Money and credit cards up to £500 in total, unless otherwise stated in the schedule. <p>Contents does not include:</p> <ul style="list-style-type: none">• Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,• Any living creature,• Any part of the buildings,• Any property held or used for business purposes other than as defined under office equipment,• Any property insured under any other insurance,• Landlords fixtures and fittings.

DEFINITIONS

APPLICABLE TO THE WHOLE OF THIS INSURANCE (CONTINUED)

Credit Cards	Includes charge cards, debit cards, banker's cards and cash dispenser cards.
Domestic Employee(s)	Any person who carries out paid domestic duties for you within your home and/or its gardens, other than in connection with your business.
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount stated in this booklet or in the schedule and payable by you in the event of a claim.
Family	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. ' Family ' does not include lodgers or tenants.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.
Home	The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule , which you are legally responsible for. (Not applicable to Section Five - Legal Expenses and Section Six - Home Emergency.)
Landslip	Downward movement of sloping ground.
Money	<ul style="list-style-type: none">• Current legal tender, cheques, postal and money orders,• Postage stamps not forming part of a stamp collection,• Savings stamps and savings certificates, travellers' cheques,• Premium bonds, luncheon vouchers and gift tokens, <p>all held for private or domestic purposes. (Not applicable to Section Five - Legal Expenses.)</p>
Occupant	A person or persons authorised by you to stay in the home
Office Equipment	<p>Office equipment used in conjunction with your business in the home which belongs to you or for which you are legally responsible.</p> <p>Office equipment includes:</p> <ul style="list-style-type: none">• Furniture,• Computers and associated equipment• Printers,• Fax machines and modems,• Photocopiers and scanners,• Phone equipment.

DEFINITIONS

APPLICABLE TO THE WHOLE OF THIS INSURANCE (CONTINUED)

Office Equipment (continued)

Office equipment does not include:

- Loss of magnetism or corruption of data;
- Compensation for **you** not being able to use the **office equipment**;
- Equipment more specifically insured by any other insurance;
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- **Money** held for business purposes;
- Loss or damage following the equipment being confiscated or repossessed;
- Loss or damage to computer software.

Outbuildings

Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £5,000 any one outbuilding, unless specifically stated otherwise in the policy **schedule**.

Unless otherwise agreed, **outbuildings** do not include:

- Tree houses
- Inflatable buildings; or
- Any structure which is made of canvas, PVC or any other non-rigid material.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal Belongings

Personal belongings are items that belong to **you** and are normally worn or carried on the person.

Personal belongings includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,
- Mobile phones up to £750 unless otherwise specified in the **schedule**
- Portable computer equipment up to £1,500 unless otherwise specified in the **schedule**.

Personal belongings does not include:

- Tools used or held for business, professional or trade purposes,
- **Valuables**,
- Contact or corneal lenses or hearing aids unless otherwise specified in the **schedule**,
- Pedal cycles,
- Any property insured under any other insurance.

DEFINITIONS

APPLICABLE TO THE WHOLE OF THIS INSURANCE (CONTINUED)

Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction. (Not applicable to Section Five - Legal Expenses.)
Standard Construction	The buildings which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Unfurnished	Where the main buildings are not furnished enough for you to live in.
Unoccupied	Where the buildings have not been lived in by you for more than 30 consecutive days during the period of insurance .
Valuables	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to you or are your legal responsibility.
We/Us/Our	The Insurer(s) stated in the schedule .
You/Your/Insured	The person or persons named in the schedule and all members of your family who permanently live in the home .

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

For matters relating to Legal Expenses and Home Emergency please refer to Sections Five and Six.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

POLICY ENQUIRIES	CLAIMS ENQUIRIES
SEIB South Essex House North Road South Ockendon Essex RM15 5BE Tel: 01708 850 000 Fax: 01708 851 520 Email: enquiries@seib.co.uk	The Claims Team Ryan Direct Group PO BOX 1291 Preston PR2 0QJ Tel: 0330 102 6062 Email: prestonclaims@ryandirectgroup.co.uk

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

POLICY ENQUIRIES	CLAIMS ENQUIRIES
Complaints Officer 7th Floor Spectrum Building 55 Blythswood Street Glasgow G2 7AT Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com	Customer Care Line Ryan Direct Group Quay Point Lakeside Boulevard Doncaster DN4 5PL Tel: 0344 854 2072 Email: customer.relations@ryandirectgroup.co.uk

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Tel: **0800 023 4567** (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: **complaint.info@financial-ombudsman.org.uk**
Website: **www.financial-ombudsman.org.uk**

In all communications the policy/certificate number appearing in the **schedule** should be quoted.

You have six months from the date of **our** final response to refer to the Financial Ombudsman Service.

Your right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

CANCELLING THIS POLICY

WITHIN THE COOLING-OFF PERIOD

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date **you** receive the policy documentation, or
- the start of the **period of insurance**,

whichever is the latter.

Providing no claim has been made **we** will refund **your** premium in full.

OUTSIDE OF THE COOLING-OFF PERIOD

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your Broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis subject to a minimum of 6 months retained premium, providing no incidents have occurred which give rise to a claim.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

OUR RIGHT TO CANCEL THIS POLICY

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour;
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

IMPORTANT NOTICE

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

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

CLAIMS PROCEDURE

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

HOW TO MAKE A CLAIM

When an accident happens, **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 or water.

If **you** need to make a claim under this policy, please contact **us** straight away at:

NEW CLAIMS

The Affinity Claims Team

PO BOX 1291

Preston

PR2 0QJ

Tel: **03301 026 796**

Email: **prestonnewclaims@ryandirectgroup.co.uk**

For claims relating to Legal Expenses and Home Emergency please refer to Sections Five and Six.

(Please note that claims are administered on our behalf by Ryan Direct Group)

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

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details/Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details 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.

CLAIMS PROCEDURE (CONTINUED)

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your home** safe for **you**,
- 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.

For **contents** or **valuables** and **personal belongings** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work.

PAYMENTS

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

CLAIMS TERMS AND CONDITIONS

APPLICABLE TO SECTIONS ONE TO FOUR

(FOR SECTIONS FIVE TO SIX PLEASE SEE THE INDIVIDUAL SECTION)

These are the claims terms and conditions which **you** and **your family** 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:

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- 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** within 4 days, unanswered.
- **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.

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.

OTHER INSURANCE

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

GENERAL CONDITIONS

APPLICABLE TO THE WHOLE OF THIS INSURANCE

These are the conditions of the insurance **you** and **your family** 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.

TAKE CARE

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.

CHANGES IN CIRCUMSTANCES

Using the address on the front of **your schedule** **you** must tell **us** 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** or **unfurnished**;
- 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**;
- **You** or any member of **your family** has received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- 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**.

GENERAL CONDITIONS (CONTINUED)

CHANGES IN CIRCUMSTANCES (CONTINUED)

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.

TRANSFER OF INTEREST

You cannot transfer **your** interest in the policy without **our** written permission.

FRAUD

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance.

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances.

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.

GENERAL EXCLUSIONS

APPLICABLE TO THE WHOLE OF THIS INSURANCE

1. 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 by or arising from:

- 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.

2. WAR EXCLUSION

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. EXISTING AND DELIBERATE DAMAGE EXCLUSION

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

4. POLLUTION OR CONTAMINATION EXCLUSION

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:

- When caused by oil or water escaping from a fixed oil 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.

5. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

6. ELECTRONIC DATA 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 by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- 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.

GENERAL EXCLUSIONS (CONTINUED)

APPLICABLE TO THE WHOLE OF THIS INSURANCE (CONTINUED)

7. TERRORISM EXCLUSION

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means 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 organisation(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.

8. CONFISCATION EXCLUSION

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. LOSS OF VALUE

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. 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.

11. WEAR AND TEAR EXCLUSION

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. FINANCIAL SANCTIONS

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy 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** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13. DEFECTIVE DESIGN OR CONSTRUCTION EXCLUSION

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.

SECTION ONE – BUILDINGS

The following cover applies only if the **schedule** shows that **buildings** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) Loss or damage to any moveable contents in the open Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One, Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, Loss or damage caused by failure of or lack of sealant and/or grout.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. Theft or attempted theft.	
7. Collision or impact by any vehicle or animal.	<ul style="list-style-type: none"> Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

SECTION ONE – BUILDINGS (CONTINUED)

The following cover applies only if the **schedule** shows that **buildings** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
9. Subsidence , or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> • Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause, • Loss or damage 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, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
11. Falling trees, branches, telegraph poles or lamp-posts.	<ul style="list-style-type: none"> • Loss or damage caused by trees being cut down or cut back within the premises, • Loss or damage to gates, hedges and fences.

SECTION ONE – BUILDINGS (CONTINUED)

The following cover applies only if the **schedule** shows that **buildings** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
a. The cost of accidental damage to: <ul style="list-style-type: none"> Fixed glass and double glazing (including the cost of replacing frames), Solar panels, Sanitary ware, Ceramic hobs, all forming part of the buildings .	
b. The cost of accidental damage to: <ul style="list-style-type: none"> Domestic oil pipes, Underground water supply pipes, Underground sewers, drains and septic tanks, Underground gas pipes, Underground cables, serving the home and which you are legally responsible for.	
c. If you have to move out of your home because of any loss or damage covered under Section One, we will pay you for one of the following expenses or losses we have agreed to: <ul style="list-style-type: none"> Loss of rent due to you which you are unable to recover; Additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One. We will only pay under this Section for the period your home is unfit to live in.	<ul style="list-style-type: none"> Any amount over 20% of the sum insured for the buildings damaged or destroyed.
d. Expenses you have to pay and which we have agreed in writing for: <ul style="list-style-type: none"> Architects, surveyors', consulting engineers and legal fees, The cost of removing debris and making safe the building, Costs you have to pay in order to comply with any Government or local authority requirements, Following loss or damage to the buildings under Section One.	<ul style="list-style-type: none"> Any expense for preparing a claim or an estimate for loss or damage, Any costs if Government or local authority requirements have been served on you before the loss or damage.
e. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One	<ul style="list-style-type: none"> More than £750 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £750 in total.

SECTION ONE – BUILDINGS (CONTINUED)

The following cover applies only if the **schedule** shows that **buildings** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
f. Anyone buying the home who will have the benefit of Section One cover until the sale is completed or the insurance ends, whichever is sooner.	<ul style="list-style-type: none"> Loss or damage if the buildings are insured under any other insurance.
g. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the Home if the keys are lost or stolen anywhere in the world.	<ul style="list-style-type: none"> More than £1,000 in total. If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total.
h. If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home , we will pay the cost of removing and replacing any other parts of your buildings necessary to find and repair the source of the leak and making good.	<ul style="list-style-type: none"> More than £2,500 any one event.
i. Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home .	<ul style="list-style-type: none"> More than £1,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total.

ACCIDENTAL DAMAGE TO THE BUILDINGS

The following cover applies only if the **schedule** shows that **accidental damage** to the **buildings** is included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
This extension covers accidental damage to the buildings .	<ul style="list-style-type: none"> Damage or any proportion of damage which we specifically exclude elsewhere under Section One The buildings moving, settling, shrinking, collapsing or cracking, Damage while the home is being altered, repaired, professionally cleaned, maintained or extended, The cost of general maintenance, Damage from mechanical or electrical faults or breakdown, Damage caused by dryness, dampness, extreme of temperature or exposure to light, Damage to swimming pools or covers, gates and fences and fuel tanks, Damage caused by domestic pets, Depreciation in value.

SECTION ONE – BUILDINGS (CONTINUED)

LEGAL LIABILITY (AS OWNER OF THE HOME)

WE WILL PAY FOR YOUR LEGAL LIABILITY:	WE WILL NOT PAY FOR YOUR LEGAL LIABILITY:
<p>As owner of the home for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening at the premises during the period of insurance.</p> <p>We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> a. For bodily injury to: <ul style="list-style-type: none"> • You • Any other permanent member of the home • Any person who at the time of sustaining injury is engaged in your service b. For bodily injury arising directly or indirectly from any communicable disease or condition c. Arising out of any criminal or violent act to another person or property d. For damage to property owned by or in the charge or control of: <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance f. arising directly or indirectly out of any profession, occupation, business or employment g. which you have assumed under contract and which would not otherwise have attached h. arising out of your ownership, possession or use of: <ul style="list-style-type: none"> i. any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii. any power-operated lift other than stairlifts iii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

SECTION ONE – BUILDINGS (CONTINUED)

Legal Liability (as owner of the Home continued)

WE WILL PAY FOR YOUR LEGAL LIABILITY:	WE WILL NOT PAY FOR YOUR LEGAL LIABILITY:
	Any cause already excluded within the General Exclusions.
	<ul style="list-style-type: none"> i. in respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and ii. reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> j. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k. if you are entitled to indemnity under any other insurance, until such insurance(s) is exhausted

SECTION ONE – BUILDINGS (CONTINUED)

DEFECTIVE PREMISES ACT 1972

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions.
<p>Any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p> <p>We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<ul style="list-style-type: none"> • Liability arising from an incident which happened over 7 years after this insurance ends or your home was sold, whichever is the sooner • Liability arising from any cause which you are entitled to under another source • The cost of correcting any fault or alleged fault • Liability arising from any home previously owned and occupied by you in which you still hold legal title or have an interest • Anything owned by or the legal responsibility of your family • Injury, death, disease or illness to any of your family (other than your domestic employee(s) who normally live with you) • Liability arising from any employment, trade, profession or business of any of your family • Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement • Liability arising from The Party Wall ext Act 1996

SECTION ONE – BUILDINGS (CONTINUED)

CONDITIONS THAT APPLY TO SECTION ONE – BUILDINGS ONLY

HOW WE DEAL WITH YOUR CLAIM

1. **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:

- The cost of the work had it been completed by our nominated contractor; or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage;
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

2. Where an **excess** applies, this will be taken off the amount of **your** claim.
3. If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.
5. **We** Will not pay the cost of replacing or repairing any undamaged part of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under Section One of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

YOUR SUM INSURED

Your 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.

We will not pay more than the sum insured for each premises shown in the **schedule**.

PROPORTIONATE REMEDY

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

SECTION ONE – BUILDINGS (CONTINUED)

CONDITIONS THAT APPLY TO SECTION ONE – BUILDINGS ONLY (CONTINUED)

MAINTAINING THE SUM INSURED

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

INFLATION PROTECTION

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

SECTION TWO – CONTENTS

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
Loss or damage to your contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow	<ul style="list-style-type: none"> • Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), • Contents that are located within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes	<ul style="list-style-type: none"> • Loss or damage to the installation itself, • Loss or damage caused by failure of or lack of sealant and/or grout.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none"> • Loss or damage to the installation itself.
6. Theft or attempted theft	<ul style="list-style-type: none"> • Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason, • Any amount exceeding £2,500 for contents in any garage or outbuilding unless specified in the schedule.
7. Collision or impact by any vehicle or animal	<ul style="list-style-type: none"> • Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts	
9. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions, • Loss or damage caused by river or coastal erosion, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, • Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
10. Falling trees, branches, telegraph poles or lamp-posts	<ul style="list-style-type: none"> • Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.

SECTION TWO – CONTENTS (CONTINUED)

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
<p>a. The cost of accidental damage to:</p> <ul style="list-style-type: none"> • Television sets (including digital and satellite receivers), • Audio, video, games consoles, DVD players/recorders, • Radios, • Home computers and associated equipment, • Receiving aerials, dishes and closed circuit television cameras, situated within the home. 	<ul style="list-style-type: none"> • Damage to video cameras, digital cameras or digital imaging or recording equipment designed to be hand held or carried, portable audio equipment, laptop computers and musical instruments, • Loss or damage caused by domestic pets, • Loss or damage to tapes, records, cassettes, discs, DVD's or computer software, • Mechanical or electrical faults or breakdown, • Damage caused from light, or atmospheric or climatic conditions, • Damage caused by scratching or denting, • Damage caused by computer viruses.
<p>b. Loss or damage to office equipment.</p>	<ul style="list-style-type: none"> • More than £5,000 in any period of insurance unless stated in the schedule, • Compensation for you not being able to use the office equipment, • Loss of magnetism or corruption of data, • Loss or damage following the equipment being confiscated or repossessed, • The cost of reconstituting any lost or damaged data, • More than £1,000 in respect of stock, • Loss or damage to any money held for business purposes, • Loss or damage to computer software, • Property more specifically insured elsewhere.
<p>c. If you have to move out of your home because of any loss or damage covered under Section Two, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • The cost of alternative accommodation for the time You cannot live in your home, • An amount equal to the rent which you pay while you are not living in your home. • We will only pay under this Section for the period your home is unfit to live in. 	<ul style="list-style-type: none"> • Any amount over 20% of the sum insured for contents specified in the schedule.

SECTION TWO – CONTENTS (CONTINUED)

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
<p>d. The contents, if these are not already insured elsewhere whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>i. Events 1-11 under Section 2 contents while the contents are:</p> <ul style="list-style-type: none"> • In any occupied private dwelling, • In any buildings where you are living or working, • In any building for valuation, cleaning or repair, • In any furniture store, • In any bank or safe deposit. <p>ii. Fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store.</p>	<ul style="list-style-type: none"> • Contents outside the United Kingdom, • Money or credit cards, • Any amount over 20% of the sum insured under Section Two for contents in a furniture store.
e. Loss or damage to contents belonging to visitors as a result of insured events 1 to 11	<ul style="list-style-type: none"> • Loss or damage to contents which are covered by any other insurance, • Loss or damage to contents belonging to a paying guest or lodger, • More than £250 for any one visitor.
f. Fatal injury to you , happening at the premises shown in the schedule , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.	<ul style="list-style-type: none"> • More than £10,000 for each insured with no policy excess applying.
g. Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys anywhere in the world.	<ul style="list-style-type: none"> • More than £1,000 in total. If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total.
h. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two	<ul style="list-style-type: none"> • More than £750 in any period of insurance. If you claim for such loss under Section One and Section Two we will not pay more than £750 in total.
i. Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.	

SECTION TWO – CONTENTS (CONTINUED)

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
<p>j. Amounts that you become legally liable to pay under a tenancy agreement for loss or damage caused by events 1-10 of Section Two or events a) and b) of Section One.</p> <p>We will only provide this cover if the loss or damage occurs during the period of insurance.</p> <p>If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.</p>	<ul style="list-style-type: none"> Any amount over 20% of the sum insured for contents specified in the schedule.
<p>k. The contents sum insured shown in the schedule is automatically increased by £3,500 for gifts within the home during the month in which you celebrate a religious festival, wedding day or birthday.</p>	<ul style="list-style-type: none"> Loss or damage occurring outside of the period of insurance.
<p>l. Contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-10 of Section Two.</p>	<ul style="list-style-type: none"> More than £5,000 in any one period of insurance, More than £1,500 for Personal Belongings whilst not at the accommodation, More than £1,500 for any one item, Theft unless following forcible and violent entry whilst at the accommodation.
<p>m. The cost of replacing electronic information you have bought and stored on equipment within your home and that is lost or damaged by events 1-10 of Section Two.</p>	<ul style="list-style-type: none"> The cost of remaking a file, tape or disk, The cost of rewriting the electronic information, More than £500 in any one period of insurance, The cost of any information stored for business purpose use.
<p>n. The cost of replacing your food in your refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the period of insurance.</p>	<ul style="list-style-type: none"> Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply, Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action, Loss or damage caused where you have not complied with the operating instructions set out in the manufacturers hand book, Loss or damage unless you tell us within 48 hours of discovery, More than £500 in any one period of insurance.

SECTION TWO – CONTENTS (CONTINUED)

The following cover applies only if the **schedule** shows that **contents** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
o. Damage to the contents caused by forced access to deal with a medical emergency or to prevent damage to the home .	<ul style="list-style-type: none">• More than £1,000 in any one period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total.

ACCIDENTAL DAMAGE TO THE CONTENTS

The following cover applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
This extension covers accidental damage to the contents of the home .	<ul style="list-style-type: none">• Damage or any proportion of damage which we specifically exclude elsewhere under Section Two,• More than £1,000 in total for porcelain, china, glass and other brittle articles,• Money, credit cards, documents or stamps,• Damage to contact, corneal or micro corneal lenses,• Damage caused by dryness, dampness, extremes of temperature and exposure to light,• Damage caused by domestic pets.

SECTION TWO – CONTENTS (CONTINUED)

LEGAL LIABILITY (AS OCCUPIER OF THE HOME)

The following cover applies only if the **schedule** shows that **contents** are included.

WE WILL PAY FOR YOUR LEGAL LIABILITY:	WE WILL NOT PAY FOR YOUR LEGAL LIABILITY:
<p>i. As occupier for any amounts you become legally liable for as damages for:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening at the premises during the period of insurance,</p> <p>Or</p> <p>ii. As a private individual for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening anywhere in the world during the period of insurance</p> <p>We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>a. For bodily injury to:</p> <ul style="list-style-type: none"> • You • Any other permanent member of the home • Any person who at the time of sustaining injury is engaged in your service <p>b. For bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c. Arising out of any criminal or violent act to another person or property</p> <p>d. For damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f. arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g. which you have assumed under contract and which would not otherwise have attached</p> <p>h. arising out of your ownership, possession or use of:</p> <ol style="list-style-type: none"> any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere any power-operated lift other than stairlifts any aircraft or watercraft other than manually operated rowing boats, punts or canoes any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

SECTION TWO – CONTENTS (CONTINUED)

LEGAL LIABILITY (AS OCCUPIER OF THE HOME)

The following cover applies only if the **schedule** shows that **contents** are included.

WE WILL PAY FOR YOUR LEGAL LIABILITY:	WE WILL NOT PAY FOR YOUR LEGAL LIABILITY:
	Any cause already excluded within the General Exclusions.
	<ul style="list-style-type: none"> i. in respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and ii. reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <ul style="list-style-type: none"> j. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k. if you are entitled to indemnity under any other insurance, until such insurance(s) is exhausted

LEGAL LIABILITY (AS OCCUPIER OF THE HOME – UNRECOVERED COURT AWARDS)

The following cover applies only if the **schedule** shows that **contents** are included.

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions.
<p>Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part (ii) of your Legal Liability (as occupier of the home) would have indemnified you had the award been made against you rather than to you • There is no appeal pending • You agree to allow us to enforce any right which we shall become entitled to upon making payment. 	<ul style="list-style-type: none"> • More than £100,000 for any claim or series of claims during the period of insurance.

SECTION TWO – CONTENTS (CONTINUED)

ACCIDENTS TO DOMESTIC EMPLOYEES

The following cover applies only if the **schedule** shows that **contents** is included.

WHAT IS COVERED:	WHAT IS NOT COVERED:
<p>We will pay all amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the home.</p> <p>We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>Bodily injury arising directly or indirectly:</p> <ul style="list-style-type: none"> • From any communicable disease or condition, • From the ownership or occupation of any land or buildings other than the home, • Where you are entitled to cover from another source, • From any trade or business activity, • From you owning or using any: <ul style="list-style-type: none"> a. Power-operated lift, b. Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use), c. Aircraft, hovercraft or watercraft (other than rowing boards or canoes), d. Caravan or trailer, e. Animals other than your pets, f. Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991. • From firearms (except shotguns used for sporting purposes), • The direct or indirect consequences of assault or alleged assault, • Any deliberate, wilful or malicious act.

SECTION TWO – CONTENTS (CONTINUED)

CONDITIONS THAT APPLY TO SECTION TWO – CONTENTS ONLY

HOW WE DEAL WITH YOUR CLAIM

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section Two.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it.
If a replacement is not available **we** will replace it with an item of similar quality;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to:

- Clothes;
- Camping equipment;
- Household linen;
- Pedal cycles;

where **we** will take an amount off for wear and tear.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

YOUR SUM INSURED

Your contents must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the **contents** of each premises shown in the **schedule**.

PROPORTIONATE REMEDY

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

MAINTAINING THE SUM INSURED

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

INFLATION PROTECTION

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

SECTION THREE – VALUABLES AND PERSONAL BELONGINGS (COVER AWAY FROM THE HOME)

The following cover applies only if the **schedule** shows that **valuables** and **personal belongings** are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
Accidental loss, damage or theft of your valuables and personal belongings listed in the schedule occurring during the period of insurance when in the United Kingdom or when elsewhere in the world during a temporary visit not exceeding 90 days in any one period of insurance .	<ul style="list-style-type: none"> • Damage caused by moth, vermin or rot, • Damage from electrical or mechanical faults or breakdown, • More than £3,500 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule, • Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon, • Damage to guns caused by rusting or bursting barrels, • Breakage of any sports equipment whilst in use, • Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision, • More than £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant, • More than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms, • Loss or damage caused by domestic pets, • Riot or civil commotion outside the United Kingdom, • Depreciation in value.
<p>Theft or accidental loss of money or fraudulent use of your credit card(s).</p> <p>Any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s).</p> <p>Provided that within 24 hours of you discovering any such loss or theft, you have notified the card issuing company and the Police.</p> <p>Where you have reported your credit card(s), cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances you will only be liable for the first £50 of the claim.</p>	<ul style="list-style-type: none"> • Any shortages due to error or omission, • Loss of value, • More than £500 in total, any one event, • Loss where conditions under which your credit card(s) were issued to you have been breached.

SECTION THREE – VALUABLES AND PERSONAL BELONGINGS (CONTINUED)

CONDITIONS THAT APPLY TO SECTION THREE – VALUES AND PERSONAL BELONGINGS ONLY

HOW WE DEAL WITH YOUR CLAIM

We will repair, replace or pay for any article covered under Section Three **valuables** and **personal belongings**.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new, and
- **You** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes,
- Camping equipment,
- Household linen,

where **we** will take off an amount for wear and tear.

We will not pay the cost of replacing or repairing any undamaged parts of items which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

We can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

YOUR SUM INSURED

The most **we** will pay under Section Three - **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Three – **valuables** and **personal belongings** is £3,500 unless otherwise stated in the **schedule**.

PROPORTIONATE REMEDY

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you**.

SECTION FOUR – PEDAL CYCLES

The following cover applies only if the **schedule** shows that pedal cycles are included:

WHAT IS COVERED:	WHAT IS NOT COVERED:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule .
<p>This insurance extends to cover the cost of repairing or replacing your pedal cycle(s) (as shown in the schedule) following:</p> <ul style="list-style-type: none"> • Theft or attempted theft, • Accidental damage, <p>Anywhere in the United Kingdom, and up to 90 days elsewhere in the world during a temporary visit during the period of insurance.</p>	<ul style="list-style-type: none"> • Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time, • Damage from mechanical or electrical faults or breakdown, • Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes, • Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft, • More than the sum insured shown in the schedule, • Theft by fraudulent means.

SECTION FOUR – PEDAL CYCLES (CONTINUED)

CONDITIONS THAT APPLY TO SECTION FOUR – PEDAL CYCLES ONLY

HOW WE DEAL WITH YOUR CLAIM

1. Where the damage can be repaired economically **we** will pay the cost of the repair;
2. Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
3. If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
4. Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality **we** will make a cash payment equal to an agreed replacement value;
5. **We** will settle your claim less any excess subject to any limit shown in the **schedule**.

Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

YOUR SUM INSURED

The most **we** will pay under Section Four – pedal cycles is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Four – pedal cycles is £1,500 unless otherwise stated in the **schedule**.

PROPORTIONATE REMEDY

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what **your** premium would have been if **your** pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you**.

SECTION FIVE – LEGAL EXPENSES (THIS SECTION AUTOMATICALLY APPLIES)

The definitions applicable to Section Five - Legal Expenses are shown after the Helpline Services information.

HELPLINE SERVICES

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** **your** policy number and the name of the insurance provider who sold **you** this policy.

LEGAL ADVICE SERVICE

CALL 0344 893 9011

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

TAX ADVICE SERVICE

CALL 0344 893 9011

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

HEALTH AND MEDICAL INFORMATION SERVICE

CALL 0344 893 9011

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

IDENTITY THEFT SERVICE

CALL 0344 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

This helpline is open 8am-8pm, seven days a week.

COUNSELLING SERVICE

CALL 0344 893 9012

We will provide **you** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

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

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

THE MEANING OF WORDS IN SECTION FIVE - LEGAL EXPENSES

The following words have these meanings wherever they appear in Section Five in **bold**:

Appointed representative	The preferred law firm , law firm, accountant or other suitably qualified person we will appoint to act on your behalf.
Costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.</p>
Countries covered	<p>(a) For insured incidents 2 Contract disputes (excluding 2 (c) and 2 (d)) and 3 Personal injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>(b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.
Date of occurrence	<p>(a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)</p> <p>(b) For criminal cases, the date you began, or are alleged to have begun, to break the law.</p> <p>(c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.</p>
Identity theft	The theft or unauthorised use of your personal identification which has resulted in the unlawful use of your identity.
Period of insurance	The period for which we have agreed to cover you .
Preferred law firm	A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .
Reasonable prospects	For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects .
We, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
You, your	The person who has taken out this section (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this section must have the policyholder's agreement to claim.

INTRODUCTION TO LEGAL EXPENSES

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under this section. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure **you** get the most from **your DAS** cover, please take time to read this section which explains the contract between **you** and **us**.

ONLINE LAW GUIDE AND DOCUMENT DRAFTING

You can find plenty of useful legal advice and guidance for dealing with legal issues on **our** website, **www.dashouseholdlaw.co.uk**. **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

WHEN YOU NEED TO MAKE A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **us** on **0344 893 9011** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | number 103274 | Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, **www.fscs.org.uk**

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | number 5417859 | Website: **www.daslaw.co.uk**

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

OUR AGREEMENT

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**
- 3 any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 4 the insured incident happens within the **countries covered**.

WHAT WE WILL PAY

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- (b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

WHAT WE WILL NOT PAY

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

INSURED INCIDENTS

FOR ADVICE AND TO MAKE A CLAIM CALL 0344 893 9011

WHAT IS COVERED:	WHAT IS NOT COVERED:
Please also refer to our agreement on page 46.	Please also refer to the section exclusions on page 50.
<p>1 EMPLOYMENT DISPUTES</p> <p>A dispute relating to your contract of employment.</p> <p><i>Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.</i></p>	<p>A claim relating to the following:</p> <p>(a) any claim relating solely to personal injury (please refer to insured incident 3 Personal Injury).</p> <p>(b) a settlement agreement while you are still employed.</p>
<p>2 CONTRACT DISPUTES</p> <p>A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:</p> <p>(a) buying or hiring in goods or services</p> <p>(b) selling goods</p> <p>(c) renting your principal home as a tenant</p> <p>(d) buying or selling your principal home.</p> <p><i>Please note that the amount in dispute must be more than £100 (including VAT).</i></p>	<p>A claim relating to the following:</p> <p>(a) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim)</p> <p>(b) a dispute arising from any loan, mortgage, pension, investment or borrowing</p> <p>(c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from you buying or selling your principal home or you renting your principal home as a tenant). However, we will cover a dispute with a professional adviser in connection with these matters</p> <p>(d) a motor vehicle owned by or hired or leased to you.</p>
<p>3 PERSONAL INJURY</p> <p>A specific or sudden accident that causes your death or bodily injury to you.</p> <p><i>Please note that we will not defend your legal rights but we will cover defending a counter-claim.</i></p>	<p>A claim relating to the following:</p> <p>(a) illness or bodily injury that happens gradually</p> <p>(b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you</p> <p>(c) clinical negligence (please refer to insured incident 4 Clinical Negligence).</p>
<p>4 CLINICAL NEGLIGENCE</p> <p>An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.</p>	<p>A claim relating to the following:</p> <p>(a) the failure or alleged failure to correctly diagnose your condition</p> <p>(b) psychological injury or mental illness that is not associated with you having suffered physical bodily injury.</p>

INSURED INCIDENTS (CONTINUED)

FOR ADVICE AND TO MAKE A CLAIM CALL 0344 893 9011	
WHAT IS COVERED:	WHAT IS NOT COVERED:
Please also refer to our agreement on page 46.	Please also refer to the section exclusions on page 50.
<p>5 PROPERTY PROTECTION</p> <p>A civil dispute relating to your principal home, or personal possessions, you own, or are responsible for, following:</p> <p>(a) an event which causes physical damage to such property but the amount in dispute must be more than £100.</p> <p><i>Please note we will not defend your legal rights but we will cover defending a counter-claim.</i></p> <p>(b) a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over, or in connection with it)</p> <p>(c) a trespass.</p> <p><i>Please note you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.</i></p>	<p>A claim relating to the following:</p> <p>(a) a contract you have entered into</p> <p>(b) any building or land except your main home</p> <p>(c) someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority</p> <p>(d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage</p> <p>(e) mining subsidence</p> <p>(f) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession)</p> <p>(g) the enforcement of a covenant by or against you.</p>
<p>6 TAX PROTECTION</p> <p>A comprehensive examination by HM Revenue & Customs that considers all areas of your self assessment tax return, but not enquiries limited to one or more specific area.</p>	<p>(a) any claim if you are self-employed, or a sole trader, or in a business partnership</p> <p>(b) an investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.</p>
<p>7 JURY SERVICE AND COURT ATTENDANCE</p> <p>Your absence from work:</p> <p>(a) to attend any court or tribunal at the request of the appointed representative</p> <p>(b) to perform jury service</p> <p>(c) to carry out activities specified in your identity theft action plan under insured incident 9 Identity theft protection.</p> <p>The maximum we will pay is your net salary or wages for the time that you are absent from work less any amount the court gives you.</p>	<p>Any claim if you are unable to prove your loss.</p>
<p>8 LEGAL DEFENCE</p> <p>Costs and expenses to defend your legal rights if an event arising from your work as an employee leads to:</p> <p>(a) you being prosecuted in a court of criminal jurisdiction</p> <p>(b) civil action being taken against you under:</p> <ul style="list-style-type: none"> discrimination legislation section 13 of the Data Protection Act 1998. 	<p>Any claim relating to you driving a motor vehicle.</p>

INSURED INCIDENTS (CONTINUED)

FOR ADVICE AND TO MAKE A CLAIM CALL 0344 893 9011

WHAT IS COVERED:	WHAT IS NOT COVERED:
Please also refer to our agreement on page 46.	Please also refer to the section exclusions on page 50.
<p>9 IDENTITY THEFT PROTECTION</p> <p>(1) Following a call to the identity theft helpline service we will assign a personal caseworker who will provide phone advice and a personal action plan to help regain your identity.</p> <p>(2) If you become a victim of identity theft, we will pay the costs you incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. We will also pay the cost of replacement documents to help restore your identity and credit status.</p> <p>(3) Following your identity theft we will pay:</p> <p>(a) costs and expenses to reinstate your identity including costs for the signing of statutory declarations or similar documents</p> <p>(b) costs and expenses to defend your legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to identity theft</p> <p>(c) loan-rejection fees and any re-application administration fee for a loan when your original application has been rejected.</p> <p><i>Please note that:</i></p> <p>(i) you must notify your bank or building society as soon as possible</p> <p>(ii) you must tell us if you have previously suffered identity theft, and</p> <p>(iii) you must take all reasonable action to prevent continued unauthorised use of your identity.</p>	<p>A claim relating to the following:</p> <p>(a) fraud committed by anyone entitled to make a claim under this policy</p> <p>(b) losses arising from your business activities.</p>

SECTION EXCLUSIONS

We will not pay for the following:

1 LATE REPORTED CLAIMS

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2 COSTS WE HAVE NOT AGREED

Costs and expenses incurred before **our** written acceptance of a claim.

3 COURT AWARDS AND FINES

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4 LEGAL ACTION WE HAVE NOT AGREED

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5 DEFAMATION

Any claim relating to written or verbal remarks that damage **your** reputation.

6 A DISPUTE WITH DAS

A dispute with **us** not otherwise dealt with under section condition 8.

7 JUDICIAL REVIEW

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8 LITIGANT IN PERSON

Any claim where you are not represented by a law firm, barrister or tax expert.

SECTION CONDITIONS

1 YOUR LEGAL REPRESENTATION

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2 YOUR RESPONSIBILITIES

- (a) **You** must co-operate fully with **us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3 OFFERS TO SETTLE A CLAIM

- (a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4 ASSESSING AND RECOVERING COSTS

- (a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5 CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6 WITHDRAWING COVER

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

7 EXPERT OPINION

We may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8 ARBITRATION

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9 KEEPING TO THE SECTION TERMS YOU MUST:

- (a) keep to the terms and conditions of this section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address – please see page 45.

Or **you** can phone **us** on **0344 893 9013** or email **us** at **customerrelations@das.co.uk**
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
Exchange Tower | London | E14 9SR

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines),
0300 123 9123 or email them at **complaint.info@financial-ombudsman.org.uk**
Website: **www.financial-ombudsman.org.uk**

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.
You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**

You can also contact them on **0300 555 0333** or email them at
enquiries@legalombudsman.org.uk
Website: **www.legalombudsman.org.uk**

Using these services does not affect **your** right to take legal action.

SECTION SIX – HOME EMERGENCY (THIS SECTION AUTOMATICALLY APPLIES)

IMPORTANT INFORMATION

This is your Home Emergency section – it includes everything you need to know about the emergency cover we provide. We suggest you keep this document in a safe and easily accessible place as you will need to refer to it in an emergency.

This section is designed to offer 24-hour assistance within your home for emergencies associated with:

- Roof damage
- Plumbing and drainage
- Main heating system
- Domestic power supply
- Toilet unit
- Home security
- Lost keys.

HOME EMERGENCY INTRODUCTION

To make sure **you** get the most from **your** DAS cover, please take time to read this section which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

The definitions applicable to Section Six - Home Emergency are shown on page 56.

HOW WE CAN HELP

Before asking for help, please check that the problem is covered by this section. It is important that **you** contact **our** assistance centre as soon as possible after the **home emergency**. **Our** phone lines are open 24 hours a day, 365 days a year.

Do not arrange for a contractor yourself, as **we** will not pay for this. **We** will also not pay for any work which has not been authorised in advance by **us**.

We will provide assistance only if **we** have given **our** agreement and only if there is someone aged 18 or over at **home** when **our** approved contractor arrives.

To claim under this section, please phone us on 0800 072 3515 and state:

- **your** name and **your home** address including postcode;
- the nature of the problem.

When **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to help **you** as quickly as possible. **We** will tell **you** what to do next. All phone calls to **us** are monitored and may be recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

WHEN WE CANNOT HELP

In a situation that could result in serious risk to **you** or substantial damage to **your home**, **you** should immediately contact the emergency services (fire, police or ambulance). If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**. If there is an emergency relating to a service such as water or electricity, **you** should also contact any company responsible for supplying the service.

Please note that **our** usual service standards may be affected by circumstances beyond **our** reasonable control such as remote locations, bad weather or availability of parts.

We will not be able to help if conditions make repairs dangerous, for example **we** cannot carry out roof repairs in high winds or repair damp electrics.

Please also refer to **WHAT WE WILL NOT PAY** on page 57, **EXCLUSIONS** on pages 59 and 61 and **POLICY CONDITIONS** on page 62.

At all times **we** will decide the best way of providing help.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | number 103274 | Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme:

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, **www.fscs.org.uk**

THE MEANING OF WORDS IN SECTION SIX - HOME EMERGENCY

Wherever they appear in this policy in **bold**, the following terms have the specific meanings given below.

Emergency	The sudden or unexpected occurrence of an insured incident during the period of cover , which necessitates immediate corrective action to: (a) prevent damage or further damage to your home ; or (b) make your home secure; or (c) relieve unreasonable discomfort, risk or difficulty to an insured person .
Emergency Assistance Limit	£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured incident following an emergency . This does not include any amount payable in respect of hotel accommodation .
Home	Your principal private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. Your home must not have more than 15 rooms and must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.
Hotel accommodation	The room-only cost of one night's accommodation for insured people if your home remains uninhabitable following an emergency . The most we will pay for hotel accommodation is £100 (including VAT) per person subject to a maximum total of £250 (including VAT).
Insured person/people	You and any person who lives in or is staying at your home .
Main heating system	The main hot-water or central-heating system in your home . This includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hot-water systems or any form of solar heating.
Period of cover	The period for which we have agreed to cover you .
Plumbing and drainage	The cold-water supply and drainage system within the boundary of your home and for which you are legally responsible. This does not include: (a) pipes for which your water supply or sewerage company are responsible; (b) rainwater drains and soakaways.
We, us, our	DAS Legal Expenses Insurance Company Limited.
You, your	The person who has taken out this policy.

OUR AGREEMENT

We agree to provide the assistance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that the insured incident happens during the **period of cover** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If this policy does not cover the service **you** need, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and the supplier.

WHAT WE WILL PAY

- (a) **We** will arrange and pay for a contractor to take action to resolve the **emergency**. The action taken will depend on what would be fair and reasonable in the circumstances and will be either to:
 - (i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
 - (ii) take other action, such as isolating a leaking component or gaining access to **your home** if the only available set of keys have been lost, stolen or damaged and unusable.
- (b) **We** will pay up to the **emergency assistance limit** for each insured incident following an **emergency**.
- (c) If **your home** remains uninhabitable overnight following an insured incident, **we** will pay for **hotel accommodation**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable to remain in **your home**.

WHAT WE WILL NOT PAY

- (a) Any costs per **emergency** which exceed the **emergency assistance limit**; and/or
- (b) Any costs of overnight accommodation which exceed the amounts specified under **hotel accommodation**.

INSURED INCIDENTS WE WILL COVER

1 ROOF DAMAGE

Any damage to the roof of **your home** where internal damage has been caused or is likely.

2 PLUMBING AND DRAINAGE

Damage to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**.

3 MAIN HEATING SYSTEM

Failure to function of the **main heating system** in **your home**.

4 DOMESTIC POWER SUPPLY

Failure of **your home's** domestic electricity, or domestic gas supply, but not the failure of the mains supply.

5 TOILET UNIT

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only toilet, or of all toilets in **your home**. If there is at least one functioning toilet in **your home**, there is no cover.

6 HOME SECURITY

Damage to, or the failure of, external doors, windows or locks which leaves **your home** insecure.

7 LOST KEYS

The only available set of keys to **your home** are lost, stolen or damaged and unusable and **you** cannot replace them, or cannot gain normal access.

POLICY EXCLUSIONS

1 WAITING PERIOD

A claim following an insured incident which happens during the first 48 hours from the start of the **period of cover** if **you** take out this policy at a different time from any other related agreement.

2 UNOCCUPIED HOMES

A claim where **your home** has been left unoccupied for 30 or more consecutive days.

3 NOBODY AT HOME

Costs incurred where **our** approved contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.

4 COSTS WE HAVE NOT AGREED

Costs incurred by an **insured person** before **we** have accepted a claim.

5 RISK TO HEALTH AND SAFETY

A claim where the insured incident cannot be resolved safely by **our** approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting a repair dangerous.

6 HOME MAINTENANCE

Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for (such as servicing of heating and hot-water systems).

7 DELIBERATE ACTS

A claim arising from a deliberate act or omission by an **insured person**.

8 RENTED PROPERTIES AND SECOND HOMES

A property that **you** rent or let or that **you** own that is not **your** main residence.

9 REPLACEMENT BOILERS OR APPLIANCES

The costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if:

- (a) it cannot be repaired; or
- (b) the appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it); or
- (c) repairs will cost more than the **emergency assistance limit** (**we** will pay up to the **emergency assistance limit** for any repairs that are carried out).

10 FAILURE TO CARRY OUT PREVIOUSLY RECOMMENDED REPAIRS

Any insured incident which arises from an **insured person's** failure to carry out work or repairs that an **insured person** has previously been advised to undertake to avoid the insured incident occurring or recurring.

11 GUARANTEE AND WARRANTY

A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.

12 INCORRECT INSTALLATIONS OR REPAIRS

A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.

13 DAMAGE CAUSED DURING REPAIRS

Damage caused where it is necessary to gain access to carry out repairs.

14 MAINS SUPPLIES

A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel source.

15 SEPTIC TANKS, CESS PITS AND FUEL TANKS

The malfunction or blockage of septic tanks, cess pits or fuel tanks.

16 SUBSIDENCE, LANDSLIP AND HEAVE

A claim arising from subsidence, landslip or heave.

17 COMMUNAL AREAS

Any claim which would require **us** to undertake repairs or any other remedial or corrective action to:

- (a)** any shared areas or communal parts of a property (or for which **you** do not have sole responsibility); or
- (b)** any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.

POLICY CONDITIONS

1 KEEPING TO THE POLICY TERMS

An **insured person** must:

- (a) keep to the terms and conditions of this policy;
- (b) maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**;
- (c) try to prevent anything happening that may cause a claim;
- (d) take reasonable steps to keep any amount **we** have to pay as low as possible.

2 REPLACEMENT PARTS

We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

3 CIRCUMSTANCES BEYOND OUR CONTROL

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** reasonable control.

4 LOSSES NOT DIRECTLY COVERED BY THIS POLICY

We will not pay for losses that are not directly covered by this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an insured incident.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address – please see page 56.

Or **you** can phone **us** on **0344 893 9013** or email **us** at **customerrelations@das.co.uk**
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
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0300 123 9123 or email them at **complaint.info@financial-ombudsman.org.uk** |
Website: **www.financial-ombudsman.org.uk**

Using this service does not affect **your** right to take legal action.



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