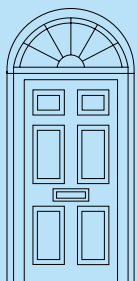


C H A R T E R

home insurance



Helpline Services

Help and advice – 24 hours a day

To obtain:

Domestic help

We will arrange help or repairs needed if an **insured person** has a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

Domestic help - for this helpline service, **you** will be responsible for paying the costs for the help.

Eurolaw legal advice service

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 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

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.

The meaning of words in this section

1. **We, us, our** - DAS Legal Expenses Insurance Company Limited.
2. **You, your** – the person who has taken out this section.
3. **Insured person – you**, and any member of **your** family who always lives with **you**. Anyone using this section must have **your** agreement to do so.
4. **Period of insurance** – the period for which **we** have agreed to cover an **insured person**.

We provide these services 24 hours a day, seven days a week during the period of insurance. All helplines apply to the United Kingdom of Great Britain and Northern Ireland, unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls.

We will not accept responsibility if the Helpline Services are unavailable for reasons **we** cannot control.

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.

The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

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.

Simply telephone 0117 927 1987 and quote HL/3634060

Please do not phone DAS to report a general insurance claim.

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PLEASE READ YOUR SCHEDULE CAREFULLY IN CONJUNCTION WITH THIS DOCUMENT TO ENSURE THE COVER MEETS YOUR REQUIREMENTS AND THAT IT IS FULLY UNDERSTOOD. IF IN ANY DOUBT, PLEASE CONTACT YOUR BROKER.

You are entitled to cancel this insurance by contacting Your Broker within 14 days of receiving these documents. Provided You have not made a claim We will refund the premium.

Who is Advent Insurance Services Limited?

Incorporated in 1998, **Advent** is an independent Underwriting Agency, authorised and regulated by the Financial Conduct Authority, Register No: 311694. The written authority (which number is shown in the **Schedule**) allows **Advent** to sign and issue this Certificate on behalf of underwriters.

Who are the underwriters?

This insurance is underwritten by a consortium of the following leading UK 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.

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.

Notice to the Insured

Under the Laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law that applies to the part of the United Kingdom in which **You** are based, or if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of these two places in which **You** are based.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

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.

If **You** have any questions or concerns about **Your** insurance or the handling of a claim, **You** should contact **Advent** or **Your** Broker.

Advent's contact details are:

Advent Insurance Services Limited,
PO Box 16,
Cheltenham,
GL52 8WU

Tel. 01242 662749

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

Policy related complaints	Claims related complaints
Pen Underwriting Ltd 3 Atlantic Quay 20 York Street Glasgow G2 8JH 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)
 0300 123 9123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer a complaint 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.

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

Financial Services Compensation Scheme:

You may be entitled to compensation from the Scheme if **We** cannot meet **Our** obligations to **You** under this contract. Information about the Compensation Scheme arrangements is available from the Financial Services Compensation Scheme, www.fscs.org.uk

Your insurance

Your insurance **Cover** is a combination of

- the **Cover** wording in this insurance document
- the **Schedule** which will have been sent to **You** with this insurance document

Cover Sections in this document are only operative if stated on **Your Schedule**

The **Schedule** indicates

- the **Cover Sections** chosen
- the **Sums Insured**
- any special terms conditions or **Endorsements** which may apply to **Your Cover**
- a security warranty where appropriate
- **Advent's** address, fax and telephone numbers

How to read Your insurance documents

The following applies to all Sections:

This is **Your** Charter insurance document. It explains what is or is not covered, although **You** will have to refer to **Your Schedule** to see which **Cover Sections You** have selected and therefore which are operative in **Your** case.

We have designed this insurance document to help **You** understand the **Cover** provided.

“What is covered”

This text is printed in black and gives detailed information on the **Cover** provided

Pages 16 to 18 of this document will tell **You** how a claim would be dealt with and how it would be settled.

The General exclusions listed on pages 18 to 20, and printed in blue are exclusions which apply to all claims.

The General conditions, which appear on pages 20 to 21 must be complied with for cover under the insurance to be operative.

“What is not covered”

This text is printed in blue, opposite **Cover** details to draw **Your** attention to what is not covered.

Our contract with You

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You** subject to the terms and conditions contained in or **Endorsed** in this insurance against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown in the **Schedule**.

When drawing up this insurance **We** have relied on the information and statements which **You** have provided in the proposal form or Statement of Fact on the date shown in the **Schedule**.

The insurance relates only to those **Sections** of this insurance document which are shown in the **Schedule** as being included.

The insurance is for a period of 12 months. In addition to the premium there will be a charge for Insurance Premium Tax at the current rate plus an Administration Fee charged by **Advent**, as stated on **Your Schedule**.

Information and changes We need to know about

You must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** insurance. Please tell **Your Broker** of any changes to the information **You** have given **Us** regarding **Your** insurance. (Contact **Your Broker** if **You** require a copy of **Your Proposal Form** or Statement of Fact and **Schedule**).

You must also tell **Your Broker** immediately **You** become aware of any:

- unoccupancy of the **Home** that exceeds 90 consecutive days
- change in the type of tenant from that which appears on **Your Schedule**
- change in any type of business use of the **Buildings**
- conversions, extensions or any other structural work to the **Buildings** before work begins
- person insured by this insurance being declared bankrupt, charged with/convicted of arson or any criminal offence (other than motoring offences)
- change to the people insured, or to be insured
- change that may result in an amendment to the amounts insured or the limits that are shown in **Your Schedule**

If **You** are in any doubt, please contact **Your Broker**.

When **We** are notified of a change, **We** will tell **You** whether this affects **Your** insurance. 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** insurance. 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 the insurance.

Important Notice:

Please note that if the information provided by **You** is not complete and accurate, **We** may:-

- cancel **Your** insurance and/or 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.

Contracts (Rights of Third Parties)

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

Inflation protection

The **Sums Insured** for **Sections** 1 and 2 will be adjusted monthly in line with the appropriate Retail Prices Index. Where there has been an inflationary increase in the Retail Price Index **We** will increase the **Sums Insured**. No additional premium will be charged for these adjustments between the anniversary dates of **Your** insurance, but **Your** renewal premium will be calculated on the revised **Sums Insured**.

The **Sums Insured** for **Sections** 1 and 2 should be reviewed periodically by **You** because changes in the Retail Price Index may not be sufficient (for example where **You** are adding to the **Contents** of **Your Home** or extending **Your Buildings**).

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

This insurance is underwritten by a consortium of two leading UK insurers, being Ageas Insurance Limited and Royal & Sun Alliance Insurance plc.

You are giving **Your** information to Ageas Insurance Limited and Royal & Sun Alliance Insurance plc and 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
- **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.

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

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	Data Protection Liaison Officer
Ageas Insurance Limited Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA	Customer Relations Office RSA, Bowling Mill, Dean Clough Industrial Estate Halifax HX3 5WA

Cancellation of Your insurance

- a) **You** are entitled to cancel this insurance by contacting **Your Broker** within 14 days of either:
- the date **You** receive **Your** insurance documentation; or
 - the start of the **Period of Insurance**
- whichever is the later. Provided **You** have not made any claims, **We** will refund the premium.
- b) **You** can also cancel this insurance at any time by contacting **Your Broker**. Any return premium due to **You** will depend on how long this insurance has been in force and will be less **Advent's** Administration Fee stated on **Your Schedule**.
- c) **We** can cancel this insurance by giving **You** 14 days notice in writing by Post Office Recorded Delivery to **You** last known address. Any return premium due to **You** will depend on how long this insurance has been in force and will be less **Advent's** Administration Fee stated on **Your Schedule**. **We** will only cancel this insurance or any part of it for a valid reason, such as:
- non payment of premium
 - there is a change in risk occurring which **We** are unable to insure
 - non-cooperation or failure to supply any information or documentation **We** request
 - **We** establish that **You** have provided us with incorrect information
 - failure to take reasonable care of the property insured
 - **You** breach any terms and conditions of **Your** insurance

Where possible, **We** will try to seek an opportunity to resolve the matter with **You**.

Please note that upon cancellation of this insurance Your Broker may impose a charge. Please contact Your Broker for further information.

The meaning of key words

So as to avoid repeating explanations **We** use key words such as **Home** and **Garden** as well as frequently referring to **We** and **You** in order to explain the **Cover**. The following key words or phrases listed below in alphabetical order have the same meaning whenever they appear and will always be shown **bold** and with an initial capital letter so as to remind **You** of their importance.

Accidental Damage – damage caused by violent external means

Advent – Advent Insurance Services Ltd

Bodily Injury – bodily injury includes death or disease

Buildings – the main structure of the **Home** together with its domestic outbuildings private garages walls gates hedges fences railings paths steps drives patios terraces permanently installed swimming pools tennis courts cesspits septic tanks domestic central heating or oil/gas tanks and **Landlord's Fixtures and Fittings** all of which are situated within the boundaries of the land belonging to the **Home**. The main structure must be of **Standard Construction** unless agreed otherwise and noted on **Your Schedule** but the outbuildings need not. The **Home** must be primarily used for private purposes unless stated otherwise on **Your Schedule**

Cause – a cause of loss or damage listed at the beginning of **Sections 1** and **2**

Contents – furniture carpets furnishings household goods aerals and satellite dishes and their fittings or masts

Cover/Cover Sections/Sections – refers to those sections of this document which appear on the **Schedule** and which are operative in **Your** case

Domestic Employees – domestic staff, cleaner, gardener, caretaker, or any occasional employee undertaking repairs or decoration in connection with the **Buildings** covered by this insurance, and employed by **You**

Endorsement – a change to the terms and conditions of this insurance which appears on **Your Schedule**

Excess – the amount which **You** pay for any one incident under each **Section** of **Your** insurance and which is deducted from **Your** claim settlement. This amount may be stated on **Your Schedule** or in this insurance document

Flood – any case where land not normally covered by water becomes covered by water. It does not matter whether a **Flood** is caused by –

- heavy rainfall,
 - a river or any other body of water overflowing or its banks being breached,
 - a dam overflowing or being breached,
 - tidal waters,
 - groundwater,
 - backing up of drains, including any part of a sewerage system,
 - a change in the water table, or
 - any combination of these factors,
- but does not include an incident caused by a burst water main

Garden – open ground within the boundaries of the land belonging to the **Home**

Heave – upward or sideways movement of the ground beneath the **Buildings** as a result of the soil expanding

Home – the private dwelling named in the **Schedule**

Landlord's Fixtures and Fittings – built in furniture and domestic appliances and fixed wall floor and ceiling coverings (other than carpets)

Landslip – downward movement of sloping ground

Period of Insurance – the period starting and ending on those dates shown in **Your Schedule**

Proposal Form – the form signed by **You** containing material information relevant to **Your Cover**

Schedule – the document which details **Cover Sections** operative **Your Sums Insured** and specific details of **Cover** which apply to **You**

Settlement – downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction

Standard Construction – built of brick stone or concrete and roofed with slates tiles or concrete

Subsidence – downward movement of the ground beneath the **Buildings** other than by **Settlement**

Sums Insured – the amount of **Cover** stated in **Your Schedule** for the **Cover Section** concerned

Unfurnished – without sufficient furniture and furnishings for normal living purposes

Unoccupied – not occupied by tenants

We/Us/Our – the insurers stated in **Your Schedule**

You/Your/the Insured – the person or persons named in the **Schedule**

Your Broker – the insurance broker who placed this business on **Your** behalf

Section 1 – Cover for Buildings

Your Schedule will show whether **You** have chosen this **Section** and the **Sum Insured**

The reinstatement value of the **Buildings** must not exceed the **Buildings Sum Insured** shown on **Your Schedule**. **We** will not pay more in total than the **Sum Insured** shown on **Your Schedule** for any one claim (less the **Excess**).

Buildings – Part A

Your Schedule will show whether **You** have **Cover** under Part A

What is covered	What is not covered
Your Buildings are insured against loss or damage by the following Causes :	The Excess stated on Your Schedule
Fire smoke explosion lightning earthquake	Loss or damage caused by smog, agricultural or industrial operations or any gradual process
Storm or Flood	Loss or damage caused a) by frost b) to fences gates hedges railings or tennis courts c) by wet or dry rot d) only by a change in the water table
Riot civil commotion strike labour and political disturbances malicious persons or vandals	Loss or damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the tenant or others lawfully on, in or about the premises
Escape of water or oil from any fixed water or heating installation or domestic appliance	Damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Home c) caused by wet or dry rot d) to the component or appliance from which the water or oil escapes e) caused by faulty or defective workmanship materials or design
Theft or attempted theft	Loss or damage a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the tenant or others lawfully on, in or about the Home
Impact involving a vehicle train or animal aircraft or aerial device or anything falling from them	Damage caused by domestic animals or pets, or insects or vermin
Falling trees or branches aerials satellite dishes their fittings or masts	a) The cost of removal of the tree or branch unless the main structure of the Home outbuilding or garage has been damaged at the same time b) Damage to fences gates hedges railings or tennis courts c) Loss or damage by trees being cut down or back d) Damage to the aerial satellite dish fittings or mast

What is covered

Subsidence or **Heave** of the site beneath the **Buildings** or **Landslip**

What is not covered

- a) **Damage**
 - 1) to walls gates hedges fences railings paths steps drives patios terraces swimming pools tennis courts cesspits septic tanks domestic central heating or oil/gas tanks unless the main structure of the **Home** outbuilding or garage is damaged at the same time
 - 2) caused by coastal or river erosion
 - 3) caused by bedding down of new structures or **Settlement** of newly made up ground
 - 4) caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **Buildings**
- b) Any claim for which compensation is provided by another source
- c) Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the load bearing walls supporting the main structure of the **Home** are damaged at the same time
- d) Damage resulting from
 - 1) demolition or structural repairs or alterations to the **Buildings**
 - 2) faulty workmanship defective design or the use of defective materials in the **Buildings**
- e) The first £1,000 of each claim unless stated otherwise on **Your Schedule**

Extra benefits included with Buildings Cover

What is covered

Loss of rent and alternative accommodation

If the **Home** becomes uninhabitable as a result of damage covered under Part A of this **Section** **We** will pay:

- 1) the amount of rent which ceases to be payable to **You**
- 2) the reasonable additional expenses (over and above the amount of rent normally paid to **You**) of comparable alternative accommodation for tenants where **You** are legally liable under the tenancy agreement
- 3) **Your** reasonable cost of comparable alternative accommodation if **You** occupy the **Home** but only during the period that is necessary and reasonable for reinstatement of the **Home** to a habitable condition

What is not covered

Any payment in excess of 20% of the **Sum Insured** for any one claim

Repair of sewer

We will pay the cost incurred in breaking into and repairing the pipe between the main sewer and **Your Home** following a blockage of the pipe which cannot be cleared by other methods

- a) Any payment in excess of £1,000 for any one claim
- b) Wear and tear or any gradually operating cause

Underground pipes and cables

Accidental Damage to underground services supplying the **Home**

Damage which **You** are not legally responsible to repair

What is covered

Glass and sanitary ware

Accidental breakage of

- 1) fixed glass in windows doors fanlights skylights solar panel units conservatories and verandas
- 2) fixed sanitary ware and bathroom fittings
- 3) ceramic hobs in built-in kitchen furniture

Removal of debris and building fees

If there has been damage which is covered under Part A of this **Section We** will pay for

- 1) architects' surveyors' consulting engineers' legal and other fees which **You** have to pay to reinstate the **Home**
- 2) the cost of removal of debris

Local authority requirements

If there has been damage which is covered under Part A of this **Section We** will pay the extra cost of reinstatement or repair of the damaged part of the **Buildings** incurred solely to comply with any government or local authority requirement

Water and heating installations

Damage to any fixed domestic water or heating installation caused by freezing

Tracing and accessing leaks

We will pay the reasonable cost of removing and then repairing replacing or reinstating any part of the **Home** when this is necessary to find the source of a water leak from any fixed water appliance pipe or tank that is causing damage to the **Home**

Liability as owner of the Home

We will pay any amount which **You** become legally liable to pay including costs and expenses incurred with **Our** consent in defence of a claim as damages for

- 1) **Bodily Injury** by accident
- 2) damage to property happening during the **Period of Insurance** and arising from ownership of the **Buildings**

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing

If **You** die **Your** legal personal representatives will have the cover under this benefit for liability incurred by **You** for an event covered

Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses

What is not covered

Loss or damage occurring after the **Home** has been left **Unfurnished** or **Unoccupied** for more than 90 consecutive days unless stated otherwise on **Your Schedule**

Any expenses for preparing a claim or an estimate of loss or damage.

Any payment where the requirement had been advised to **You** before the damage occurred

Damage

- a) resulting from rusting corrosion or general wear and tear
- b) occurring after the **Home** has been left **Unfurnished** or **Unoccupied** for more than 90 consecutive days unless stated otherwise on **Your Schedule**

Any amount in excess of £5,000 for any one claim

- a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims arising from one event
- b) Liability in respect of
 - 1) **Bodily Injury** to any member of **Your** family or any person who at the time of sustaining such injury is in **Your** service
 - 2) damage to property in **Your** care or in the care of any member of **Your** family or any person employed by **You**
 - 3) any trade profession occupation business or employment other than the business of letting the **Home**
 - 4) any contract which **You** or **Your Domestic Employees** have entered into unless legal liability would have attached anyway
 - 5) the ownership possession or operation of
 - (i) any vehicles or craft
 - (ii) or use of any land or building not forming part of the **Home** and **Garden**
 - (iii) any animal
 - 6) **You** or **Your Domestic Employees** passing on any communicable disease
 - 7) any deliberate or malicious act by **You** or **Your Domestic Employees**
 - 8) the Party Wall etc. Act 1996

What is covered

Liability to Domestic Employees

Any amount **You** become legally liable to pay as damages for **Bodily Injury** including death to any person under a contract of employment with **You** solely for private domestic duties arising out of and in the course of such person's employment by **You** and from the work they are employed to do in the premises stated in **Your Schedule**.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing

If **You** die **Your** legal personal representatives will have cover under this benefit for liability incurred by **You** for an event covered

Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses

What is not covered

- a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims arising from one event
- b) **Bodily Injury** arising from
 - 1) the use of any motorised vehicle
 - 2) any communicable disease
 - 3) the **Domestic Employee** being carried in or upon any motor vehicle
 - 4) trees being cut down or back
 - 5) window cleaning, painting or similar operations carried out from cradles and/or hoists
 - 6) demolition, erection or structural alteration of or addition to new or existing parts of the **Buildings**
 - 7) the provision of, erection of, dismantling of or work from scaffolding
 - 8) a dog type specified under Section 1 of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Island) Order 1991

Buildings – Part B – Accidental Damage option

Your Schedule will show whether **You** have chosen **Cover** under Part B

What is covered

Loss or **Accidental Damage** to the **Buildings**

What is not covered

- a) The **Excess** stated on **Your Schedule**
- b) Anything stated under 'What is not covered' of Part A of this **Section** (pages 10 to 13)
- c) Anything specifically covered by another **Section** or Part of this insurance
- d) Loss or damage to outbuildings of non **Standard Construction**
- e) Loss or damage arising from
 - 1) wear or tear depreciation rust corrosion damp rot or gradually developing deterioration of any part of the **Buildings** atmospheric or climatic conditions frost or the action of light
 - 2) moths insects beetles parasites vermin fungus mildew
 - 3) structural alteration repair maintenance decoration restoration dismantling demolition renovation or breakdown, including that caused by a person **You** employ
 - 4) any process of cleaning drying dyeing heating or washing
 - 5) faulty design or workmanship or the use of faulty materials
 - 6) electrical or mechanical breakdown or derangement or use contrary to the manufacturer's instructions
 - 7) movement **Settlement** shrinkage or expansion
 - 8) gradually operating causes
 - 9) scratching or denting
 - 10) domestic animals

Section 2 – Cover for Landlord’s Contents

Your Schedule will show whether **You** have chosen this **Section** and the **Sum Insured**

The value of the **Contents** must not exceed the **Contents Sum Insured** shown on **Your Schedule**. **We** will not pay more in total than the **Sum Insured** shown on **Your Schedule** for any one claim (less the **Excess**)

What is covered	What is not covered
<p>Landlord’s Contents provided that</p> <ol style="list-style-type: none"> 1) they belong to You or You are legally responsible under a written agreement for them 2) they are primarily used for private purposes 3) are contained within the Home 4) they are provided by You for the use of Your tenant or the use or maintenance of the private residence 	<ol style="list-style-type: none"> a) Motor vehicles watercraft caravans and trailers. This does not apply to domestic gardening equipment b) Parts accessories tools fitted radios and cassette players designed or intended for items listed under a) above other than for domestic gardening equipment c) Plants trees and shrubs in the Garden d) Property more specifically insured by this or any other insurance e) Items owned by any tenant or any person other than You f) Any payment in excess of £500 for an aerial or satellite dish g) Loss or damage to any aerial or satellite dish which is not securely mounted on the private roof or wall of the Home outbuildings or garage h) Contents in outbuildings garages or in the Garden i) Any part of the structure decorations or permanent Landlord’s Fixtures and Fittings j) Any living creature

Contents – Part A

Your Schedule will show whether **You** have **Cover** under Part A

What is covered	What is not covered
<p>This Part covers loss or damage to Your Contents while they are in the Home as a direct result of the following Causes</p> <p>Fire smoke explosion lightning earthquake</p> <p>Storm or Flood</p> <p>Riot civil commotion strike labour and political disturbances malicious persons or vandals</p> <p>Escape of water or oil from any fixed water or heating installation or domestic appliance</p>	<p>The Excess stated on Your Schedule</p> <p>Loss or damage caused by smog, agricultural or industrial operations or any gradual process</p> <p>Loss or damage caused only by a change in the water table</p> <p>Loss or damage</p> <ol style="list-style-type: none"> a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) caused by the tenant or others lawfully on, in or about the premises <p>Loss or damage</p> <ol style="list-style-type: none"> a) occurring after the Home has been left Unfurnished or Unoccupied for more than 90 consecutive days unless stated otherwise on Your Schedule b) to the component or appliance from which the water or oil escapes

What is covered

Theft or attempted theft

What is not covered

Loss or damage occurring after the **Home** has been left **Unfurnished** or **Unoccupied** for more than 90 consecutive days unless stated otherwise on **Your Schedule**

Subsidence or **Heave** of the site beneath the **Buildings** or **Landslip**

Impact with the **Buildings** involving a vehicle train animal aircraft or aerial device or anything falling from them

Damage caused by domestic animals or pets, or insects or vermin

Falling trees or branches aerials satellite dishes their fittings or masts

Loss or damage by trees being cut down or back

Extra benefits included with Contents Cover

What is covered

Mirrors and glass

Accidental breakage while in the **Home** of

- 1) mirrors
- 2) glass tops and fixed glass in furniture
- 3) ceramic hobs and ceramic tops in free standing cookers

Liability to the public

We will pay any amount which **You** become legally liable to pay including costs and expenses incurred with **Our** consent in defence of a claim for damages as a result of

- 1) **Bodily Injury** by accident
- 2) damage to property happening during the **Period of Insurance** and arising from ownership of the Landlord's **Contents**

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing

If **You** die **Your** legal personal representatives will have cover under this benefit for liability incurred by **You** for an event covered

Under this benefit the cover limit is £5,000,000 inclusive of all damages costs and expenses

What is not covered

Loss or damage occurring when the **Home** has been left **Unfurnished** or **Unoccupied** for more than 90 consecutive days unless stated otherwise on **Your Schedule**

- a) Any payment in excess of £5,000,000 where damages are payable for any claim or claims arising from one event
- b) Liability in respect of
 - 1) **Bodily Injury** to any member of **Your** family or any person who at the time of sustaining such injury is in **Your** service
 - 2) damage to property in **Your** care or in the care of any member of **Your** family or any person employed by **You**
 - 3) any trade profession occupation business or employment other than the business of letting the **Home**
 - 4) any contract which **You** or **Your Domestic Employees** have entered into unless legal liability would have attached anyway
 - 5) the ownership possession or operation of
 - (i) any vehicles or craft
 - (ii) or use of any land or building not forming part of the **Home**
 - (iii) any animal
 - 6) **You** or **Your Domestic Employees** passing on any communicable disease
 - 7) any deliberate or malicious act by **You** or **Your Domestic Employees**
 - 8) ownership of any Landlord's **Contents** not kept in the **Home**

How to make a claim under Sections 1 and 2

You must refer all correspondence and telephone enquiries initially to **Advent** or **Your Broker**.

Following an incident **You** can make a claim in the following ways:

- By contacting **Your Broker** who can give **You** additional help, advice and a claim form.
- By phoning **Advent** Claims on 01242 674674.
- By writing to **Advent** at: Claims, Advent Insurance Services Limited, PO Box 16, Cheltenham, GL52 8WU.
- By email to: claims@adventinsurance.co.uk

Claims conditions and procedures applicable to Sections 1 and 2

You should

1. check **Your** insurance document to see whether the **Cause** of the loss or damage is covered. **Your Schedule** will show which **Sections** are operative. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.
2. obtain estimates as soon as possible for repairing damaged property. Temporary repairs necessary to make **Your Home** weatherproof or secure can commence immediately but bills must be retained as the cost may form part of **Your** claim. **We** must be given an opportunity to arrange inspection of the damage before permanent repairs commence.

Your duties in the event of a claim or possible claim under this insurance

1. **You** must notify **Your Broker** or **Advent** as soon as reasonably possible giving full details of what has happened. **Your Broker** or **Advent** will issue a claim form for completion by **You**.
2. **You** must provide **Your Broker** or **Advent** with written details of what has happened within 30 days and provide any other information **We** may reasonably require including proof of ownership and value.
3. **You** must immediately (within 5 days) forward to **Your Broker** or **Advent**, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive.
4. **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
6. **You** must not abandon any property to **Us** or **Advent**.

If **You** fail to comply with any of the above conditions and procedures **Your** claim may become invalid.

How We deal with Your claim

1. **Defence of claims** – **We** may

- take full responsibility for conducting, defending or settling any claim in **Your** name.
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

2. Fraudulent claims

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

3. We will

- deal with **Your** claim as quickly as possible, taking into account the nature of the claim and whether **We** have all information **We** may reasonably require
- in some cases arrange for an independent Chartered Loss Adjuster to discuss **Your** claim with **You**. When this is necessary, **We** will advise **You** of the name and address of the Loss Adjuster and monitor the progress of the claim for **You**.
- let **You** know if **We** need any more information where Loss Adjusters are not required.

Please do not worry if **We** arrange for a Loss Adjuster or member of staff to visit **You**. It is a normal claims procedure. **We** regret any delay which consideration of more complicated claims may cause.

How do We settle claims under Sections 1 and 2?

Section 1 – Buildings

We will repair reinstate or replace the lost or damaged property or at **Our** option pay in cash the amount of the loss or damage. If repair or reinstatement is not carried out **We** will pay the reduction in value resulting from the damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay. There will be no deduction from the cost of repairing or reinstating damage which is the subject of a valid claim providing **You** have maintained the **Buildings** in a good state of repair. **We** will deduct an amount for wear and tear if the **Buildings** are in a poor state of repair or decoration.

We will not pay more in total than the **Sum Insured** or limit stated on **Your Schedule**, whichever is the lower amount after deduction of the **Excess**. If **You** are underinsured, which means the total cost of rebuilding the **Buildings** at the time of loss or damage is more than **Your Sum Insured** for the **Buildings**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of rebuilding the **Buildings**, **We** will only pay one half of the cost of repair or replacement.

We will automatically reinstate the **Sum Insured** under Section 1 from the date of payment of any claim providing the underwriter's recommendations to prevent further loss or damage are carried out.

We shall not be liable for more than **Our** rateable proportion of any loss or damage or liability where there is other insurance providing the same cover.

Section 2 – Contents

We will repair reinstate or replace the lost or damaged property or, at **Our** option pay in cash the amount of the loss or damage. If an article has been totally lost or damaged beyond repair and is not replaced **We** will pay its value at the time of the loss or damage. If the damage can be repaired but the repair is not carried out **We** will pay the reduction in the value of the item resulting from the damage but not exceeding the estimated cost of repair.

We will not pay more in total than the **Sum Insured** or limit stated on **Your Schedule**, whichever is the lower amount after deduction of the **Excess**. If **You** are underinsured, which means the total cost of replacing the **Contents** at the time of loss or damage is more than **Your Sum Insured** for the **Contents**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of replacing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

We will automatically reinstate the **Sum Insured** under Section 2 from the date of payment of any claims unless **We** have given **You** written notice to the contrary before payment.

We shall not be liable for more than **Our** rateable proportion of any loss or damage or liability where there is other insurance providing the same cover.

Is there a limit to the number of claims that can be made?

There is no limit to the number of claims **You** can make but the amount **We** will pay may be limited (even after deduction of the **Excess**).

Limits which apply will be either:

1. a limit on the amount payable for each claim (but further claims would be paid up to the same limit) or
2. a limit on the total payable in any **Period of Insurance** (which means that no further cover would apply until renewal once the limit was exhausted by one or more claims)

All limits will be reinstated at renewal unless **We** advise **You** to the contrary. All limits are stated in this insurance document or **Your Schedule**.

What is not covered by Sections 1 and 2

1. **Excess**
We will not pay the **Excess** stated in **Your Schedule** for any claim other than claims made under liability benefits of **Sections 1 and 2**, where no **Excess** applies.
2. **Incidents prior to inception**
Any accident injury loss or damage occurring before the **Cover** under this insurance started.
3. **Malicious loss injury or damage**
Any injury loss or damage caused deliberately maliciously or wilfully by **You** or **Your** tenants or **Domestic Employees**.
4. **Reduction in value**
Any reduction in value of the property insured following repair or replacement paid for under this insurance.
5. **Loss or damage by deception**
Any loss or damage caused by deception.
6. **Business use**
Any property owned or held in trust in connection with any business profession or trade unless stated otherwise on **Your Schedule**.
7. **Confiscation**
Any loss or damage caused by confiscation detention or seizure by
 - a) customs police or other officials
 - b) order of any court of law
 - c) any statutory or regulatory authority.

8. Pollution and contamination

Loss, damage or liability from any kind of pollution and/or contamination other than

a) 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

b) reported to **Us** not later than 30 days from the end of the **Period of Insurance**

in which case all pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

9. Indirect loss or damage

We will not pay for any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this insurance.

10. Radioactive contamination and nuclear assemblies

We will not pay for

a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom;

b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- ionising radiation 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.

11. War

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, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

12. Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

b) in Northern Ireland civil commotion

This insurance also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In so far that the insurance by this insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

1) influence any government or any international governmental organisation or

2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this insurance the burden of proving that such damage or loss is covered shall be upon the **Insured**

13. Electronic data

We will not pay for

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 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 date or change of date

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

14. Sonic bangs

We will not pay for any loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

15. Communicable disease

We will not pay for any liability arising directly or indirectly from the transmission, by **You** or any person living in the **Home**, of

- a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused, or
- b) any communicable disease

16. Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

17. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

18. Wear and tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

General conditions applying to Sections 1 and 2

Each property included under this insurance is considered to be covered as if separately insured.

1. **Your duties** - IF **YOU** FAIL TO COMPLY WITH ANY OF THESE DUTIES THIS INSURANCE MAY BE INVALID.

- a. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **Buildings** in a good state of repair
- b. **You** must keep the **Sums Insured** at a level which represent the full value of the property. Full value should represent:
 - for **Buildings** - the full rebuilding cost including removal of debris and professional fees
 - for **Contents** – the current cost as new
- c. **You** must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** insurance. Please tell **Your Broker** of any changes to the information **You** have given **Us** regarding **Your** insurance. (Contact **Your Broker** if **You** require a copy of **Your Proposal Form** or Statement of Fact and **Schedule**).

You must also tell **Your Broker** immediately **You** become aware of any:

- unoccupancy of the **Home** that exceeds 90 consecutive days
- change in the type of tenant from that which appears on **Your Schedule**
- change in any type of business use of the **Buildings**
- conversions, extensions or any other structural work to the **Buildings** before work begins
- person insured by this insurance being declared bankrupt, charged with/convicted of arson or any criminal offence (other than motoring offences)
- change to the people insured, or to be insured,
- change that may result in an amendment to the amounts insured or the limits that are shown in **Your Schedule**

2. **Unoccupied Buildings**

During any period of unoccupancy, the **Home** must be inspected internally by **You** or **Your** representatives, at least once every month, and any problems that are found rectified to ensure the **Buildings** are kept in a good state of repair. A written record of these inspections must be kept, and made available in the event of a claim. If **You** fail to comply with this condition **Your** insurance will be void.

3. **Government financial sanctions**

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this insurance 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 insurance immediately by giving **You** written notice at **Your** last known address. If **We** cancel the insurance **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claims have been paid or are outstanding.