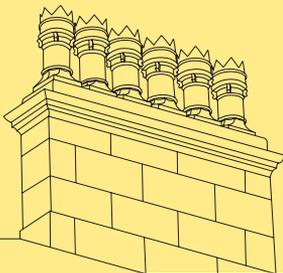


C R O W N

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**.

The assistance helpline is open 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. Registered No. 423113

Simply telephone 0117 927 1987 and quote TS3/3622072

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.

The Family Legal Expenses Cover is provided by DAS Legal Expenses Insurance Company Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

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** Crown 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 23 to 25 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 26 to 27, and printed in blue are exclusions which apply to all claims.

The General conditions, which appear on pages 28 must be complied with for cover under the insurance to be operative.

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:

- change of address
- change in the occupancy of the **Home**, including any intention to let or sublet the **Home** or if the **Home** will no longer solely be occupied by **You**, unless already noted on **Your Schedule**
- unoccupancy of the **Home** that exceeds 30 consecutive days unless already noted on **Your Schedule**
- trade or business use of the **Home** or **Outbuildings**, or change in the nature of business use if such use is already noted on **Your Schedule**
- 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 **Your** 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** 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 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**

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

Contents – household goods, clothing, **Personal Effects**, **Valuables**, **Money**, aerials satellite dishes and their fittings and 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 minor 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 will be stated on **Your Schedule**

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** primarily used for private purposes but not its **Outbuildings**

Landslip – downward movement of sloping ground

Money – bank notes or coins in current use, postal or money orders, unused postage stamps not forming part of a stamp collection, savings stamps, travel tickets, telephone cards, traveller's cheques or other cheques, savings certificates, premium bonds, gift tokens, vouchers of any kind, all for **Your** personal use

Outbuildings – private garages (detached or integral) sheds greenhouses and other buildings together with domestic central heating or oil/gas tanks all of which are situated within the boundaries of the land belonging to the **Home**

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

Personal Effects – clothing baggage sports equipment and other items normally worn or carried about by the person, excluding **Money**, credit cards and pedal cycles

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

Replacement Value – the cost of replacing items as new, on a like-for-like basis or with their nearest equivalent available in the current market, except for clothes and household linen where deduction must be made to allow for wear and tear

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 slate 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

United Kingdom – Great Britain Northern Ireland the Isle of Man and the Channel Islands

Unoccupied – not lived in by **You**

Valuables – any article of gold silver or other precious metal, jewellery, pearls or gemstones, watches, clocks, furs, pictures, collections of stamps coins or medals, photographic equipment and musical instruments (other than pianos)

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

You/Your/the Insured – the person or persons named in the **Schedule**, **Your** domestic partner and members of **Your** family who always live with **You** in the **Home**

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.

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 :	<ul style="list-style-type: none"> a) The Excess stated on Your Schedule b) Anything stated under 'General exclusions applying to Sections 1 to 5' on pages 26 and 27.
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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> a) occurring after the Home has been left Unfurnished or Unoccupied for more than 30 consecutive days unless stated otherwise on Your Schedule b) caused by You or any paying guests tenants or business clients or others lawfully on, in or about the premises
Theft or attempted theft	Loss or damage <ul style="list-style-type: none"> a) occurring after the Home has been left Unfurnished or Unoccupied for more than 30 consecutive days unless stated otherwise on Your Schedule b) caused by You or any paying guests tenants or business clients 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 <ul style="list-style-type: none"> a) occurring after the Home has been left Unfurnished or Unoccupied for more than 30 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 Buildings 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
Impact involving a vehicle train animal aircraft aerial device or anything falling from them	Damage caused by <ul style="list-style-type: none"> a) domestic animals or pets for which You are responsible b) insects or vermin

What is covered

Falling trees or branches aerials satellite dishes their fittings or masts

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

What is not covered

- a) The cost of removal of the tree or branch unless the main structure of the **Home** or **Outbuildings** 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

- 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** or **Outbuildings** 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** or **Outbuildings** 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** is made uninhabitable following a valid claim for loss or damage by any **Cause** listed under '**Buildings Cover - Part A**' of this **Section We** will pay for:

- 1) the amount of rent which ceases to be payable to **You**
- 2) the reasonable extra cost of comparable alternative accommodation for **You**

but only during the period necessary to reinstate the **Home** to a habitable condition

Glass and sanitary ware

Accidental breakage of

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

What is not covered

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

Loss or damage occurring when the **Home** has been left **Unfurnished** or **Unoccupied** for more than 30 consecutive days unless stated otherwise on **Your Schedule**

What is covered

Underground pipes and cables

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

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

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**

Emergency access

We will provide cover for damage to the **Home** following necessary access to deal with a medical emergency or to prevent damage to the **Home**

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

Sale of the Home

If **You** are selling the private dwelling insured by **Section 1** of this insurance the purchaser will have the benefit of the **Cover** under this **Section** from exchange of contract up to the date of completion

Liability as owner of the Buildings

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
 - a) from ownership of the **Buildings** (but not its occupation),
 - or

What is not covered

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

- a) Any payment in excess of £2,000 for any one claim
- b) Wear and tear or any gradually operating cause

Damage

- a) resulting from rusting corrosion or general wear and tear
- b) occurring when the **Home** has been left **Unfurnished** or **Unoccupied** for more than 30 consecutive days unless stated otherwise on **Your Schedule**

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

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

- a) Any payment where the private dwelling being sold is otherwise insured
- b) Loss or damage occurring when the private dwelling being sold has been left **Unoccupied** for more than 30 days
- c) Any loss or damage which would not be covered by the normal terms and conditions of this insurance

- 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**

What is covered

- b) under section 3 of the Defective Premises Act 1972 for any **Home You** previously owned and occupied or leased and occupied.

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

If the **Buildings Section** of this insurance is cancelled or ends, the Defective Premises Act cover will continue for any **Home** insured by the **Buildings Section** before the insurance was cancelled or ended

What is not covered

- 3) any trade profession occupation business or employment (other than the business of letting the **Home** or **Outbuildings**)
- 4) any contract which **You** 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 Outbuildings** or **Garden**
 - (iii) any animal
- 6) the Party Wall etc. Act 1996
- c) **You** or **Your Domestic Employees** passing on any communicable disease
- d) Any deliberate or malicious act by **You** or **Your Domestic Employees**
- e) Liability under the Defective Premises Act 1972 in respect of
 - 1) any **Home** previously owned and occupied by **You** in which **You** still hold legal title or have an interest
 - 2) any incident which happens more than 7 years after the last day of the last insurance period in respect of any **Home** previously insured by **Us** and owned and occupied by **You**

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) Loss or damage to **Outbuildings** of non **Standard Construction**
- d) Loss or damage arising from
 - 1) anything specifically covered by another **Section** or Part of this insurance
 - 2) 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
 - 3) moths insects beetles parasites vermin fungus mildew
 - 4) structural alteration repair maintenance decoration restoration dismantling demolition renovation or breakdown, including that caused by a person **You** employ
 - 5) any process of cleaning drying dyeing heating or washing
 - 6) faulty design or workmanship or the use of faulty materials
 - 7) electrical or mechanical breakdown or derangement or use contrary to the manufacturer's instructions
 - 8) movement **Settlement** shrinkage or expansion
 - 9) gradually operating causes
 - 10) scratching or denting
 - 11) domestic animals
 - 12) business use of the **Buildings**

Section 2 – Contents Cover

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

The following limits apply, in any one Period of Insurance

- **Valuables** in total - 30% of the **Contents Sum Insured**, or £25,000 whichever is the lower
- Any individual **Valuable** - 5% of the **Contents Sum Insured**, or £500 whichever is the higher
- Computer equipment including computer games and all software and accessories - 20% of the **Contents Sum Insured**
- **Money** - £500

What are Contents

All **Contents** are included provided that they belong to **You** or **You** are legally responsible for them under a written agreement

What is not covered

- a) The **Excess** stated on **Your Schedule**
- b) Anything stated under 'General exclusions applying to **Sections 1 to 5'** on pages 26 and 27
- c) Motor vehicles water craft caravans and trailers. This does not apply to domestic gardening equipment or pedestrian controlled models or toys
- d) Parts accessories tools fitted radios and audio equipment designed or intended for items listed under c) above other than for domestic gardening equipment or pedestrian controlled models or toys
- e) Interior decorations of the **Home** and **Outbuildings**
- f) Negotiable securities and negotiable bonds
- g) Any living creature
- h) Plants trees and shrubs in the **Garden**
- i) Property more specifically insured by this or any other insurance
- j) Items used for business except as stated under the Extra benefit – 'Business use of **Contents** in the **Home'**. (This exclusion does not apply to **Contents** used for the business of letting the **Home**)
- k) Items not belonging to **You**
- l) Any costs in connection with the re-building of computer hardware or software data
- m) **Money** not used for social and domestic purposes
- n) **Valuables** other than pictures and clocks in any room or part of the **Home** or **Outbuildings** that is let or available for letting

Contents – Part A

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

What is covered

This Part covers loss or damage to **Your Contents** while they are in the **Home** as a direct result of the following **Causes**

Fire smoke explosion lightning earthquake

Riot civil commotion strike labour and political disturbances, malicious persons or vandals

What is not covered

Loss or damage caused by smog, agricultural or industrial operations or any gradual process

Loss or damage

- a) occurring after the **Home** has been left **Unfurnished** or **Unoccupied** for more than 30 consecutive days unless stated otherwise on **Your Schedule**
- b) caused by **You** or any paying guests tenants or business clients or others lawfully on, in or about the premises

What is covered

Storm or **Flood**

Theft or attempted theft

Escape of water or oil from any fixed water or heating installation or domestic appliance

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

Falling trees branches aerials satellite dishes fittings or masts

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

What is not covered

Loss or damage caused only by a change in the water table

Loss or damage

- a) occurring when the **Home** or any part of it is lent let or sublet to or occupied by anyone but **You**, or if any clients enter the **Home** or **Outbuildings**, unless there has been forcible and violent entry
- b) occurring when the **Home** has been left **Unfurnished** or **Unoccupied** for more than 30 consecutive days unless stated otherwise on **Your Schedule**
- c) caused by **You** or any paying guests tenants or business clients or others lawfully on, in or about the premises

Damage

- a) occurring when the **Home** has been left **Unfurnished** or **Unoccupied** for more than 30 consecutive days unless stated otherwise on **Your Schedule**
- b) to the component or appliance from which the water or oil escapes

Damage caused by

- a) domestic animals or pets for which **You** are responsible
- b) insects or vermin

Loss or damage by trees being cut down or back

a) Damage

- 1) caused by coastal or river erosion
 - 2) caused by bedding down of new structures or **Settlement** of newly made up ground
 - 3) 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 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**
- d) The first £1,000 of each claim unless otherwise stated on **Your Schedule**

Extra benefits included with Contents Cover

What is covered

Business use of Contents in the Home

We will pay for loss or damage to

- a) household goods
 - b) **Personal Effects**
 - c) computer equipment
- by a **Cause** listed under '**Contents Cover - Part A**' and used in connection with **Your** business carried out in the **Home**

What is not covered

- a) Any amount in excess of 20% of the **Contents Sum Insured** or £10,000 whichever is the less for any one claim. (This limit does not apply to **Contents** used for the business of letting the **Home**).
- b) Any payment in excess of limits which otherwise attach to **Cover** under **Section 2**
- c) Any liability to any third party arising from business use of **Contents**
- d) **Contents** used for business purposes
 - 1) if the **Sum Insured** under **Section 2** is inadequate to cover the total value of all **Contents** including those used for business purposes
 - 2) in **Outbuildings**

... continued over

What is covered

What is not covered

	<ul style="list-style-type: none">e) Any cover under this Benefit if<ol style="list-style-type: none">1) any employees or casual staff enter the Home in connection with any business2) the business involves any heating processes or use of any type of compressed gasf) Money belonging to any trade profession or businessg) Any items of stock owned by, bought for, produced or sourced by any trade profession or businessh) Items used in connection with any trade profession or business different to that shown on Your Schedule
Contents in Outbuildings Loss or damage by any Cause listed under ' Contents Cover - Part A ' while in any Outbuildings	Any payment for any one claim in excess of <ol style="list-style-type: none">a) £3,000 for loss or damage in a garageb) £2,000 for loss or damage in any Outbuilding other than a garage
Contents in the Garden Loss or damage by any Cause listed under ' Contents Cover - Part A ' while in the Garden	<ol style="list-style-type: none">a) Loss or damage to Valuables, Money, trees or any other growing matterb) Any payment in excess of £500 for any one claim
Replacement of locks We will pay for the costs of replacing keys and locks to an external door of the Home or Outbuildings or any safe or alarm system following the theft or loss of their keys	Any payment in excess of £500 for any one claim
Loss of metered water and domestic heating fuel We will pay for additional metered water charges and loss of domestic heating fuel incurred by You following loss or damage by any Cause listed under ' Contents Cover - Part A '	<ol style="list-style-type: none">a) Loss or damage occurring when the Home has been left Unfurnished or Unoccupied for more than 30 consecutive days unless stated otherwise on Your Scheduleb) Any payment in excess of £1,000 for any one claim
Audio and visual home entertainment equipment, mirrors and glass Accidental Damage to: <ol style="list-style-type: none">1) television sets, satellite receiving and recording equipment, dvd/video players and recorders, aerials,2) non portable audio equipment3) mirrors, glass tops and fixed glass in furniture, ceramic hobs and ceramic tops in freestanding cookers owned by You and for social and domestic purposes only	<ol style="list-style-type: none">a) Loss or damage occurring when the Home has been left Unfurnished or Unoccupied for more than 30 consecutive days unless stated otherwise on Your Scheduleb) The cost of repairing removing or replacing framesc) Damage to<ol style="list-style-type: none">1) equipment not in the Home2) tapes records cassettes discs or computer software3) games consoles laptops or computers and their accessories4) audio/visual equipment designed to be portable5) mobile phones hearing aids digital/video cameras and satellite navigation equipmentd) Damage caused by or arising from:<ol style="list-style-type: none">1) the process of cleaning maintenance repair or dismantling2) wear tear and gradual deterioration3) faulty design or workmanship or the use of faulty materials4) insects parasites or vermin5) domestic animals6) corrosion fungus mildew or rot7) atmospheric or climatic conditions or the action of light8) mechanical or electrical breakdown

What is covered

Temporary removal

Loss or damage by any **Cause** listed under '**Contents Cover - Part A**' to items temporarily removed from the **Home** or **Outbuildings** to:

- 1) any occupied private dwelling
- 2) any building where **You** are residing or employed
- 3) any bank safe or deposit
- 4) any trade building for the purpose of alteration cleaning or processing
- 5) any location elsewhere where loss or damage results from fire lightning explosion or earthquake

Rent and alternative accommodation

If the **Home** is made uninhabitable following a valid claim for loss or damage by any **Cause** listed under '**Contents Cover - Part A**' **We** will pay for:

- 1) rent payable for which **You** are legally responsible
- 2) the reasonable extra cost of comparable alternative accommodation for **You**
- 3) the reasonable cost of boarding **Your** domestic pets which normally live in the **Home**

but only during the period necessary to reinstate the **Home** to a habitable condition

Frozen food

We will pay for loss or damage to food in any deep freeze cabinet caused by rise or fall in temperature or contamination by any refrigerant or refrigerant fumes. The refrigerator or deep freeze must be

- 1) in the **Home** or **Outbuildings**
- 2) owned by **You** or **Your** responsibility

Replacement of deeds and documents

We will pay the cost of preparing replacement deeds bonds or securities following loss or damage by any **Cause** listed under '**Contents Cover - Part A**' while in the **Home** or lodged with **Your** mortgage lender bank or solicitor

Liability as a tenant

We will pay for loss or damage to the **Home** or **Outbuildings** for which **You** are legally responsible under a written tenancy agreement and resulting from:

- 1) any **Cause** listed under '**Contents Cover - Part A**'
- 2) **Accidental Damage** to domestic fuel pipes, underground water and gas pipes or underground electricity or telephone cables extending from the **Home**
- 3) accidental breakage of glass and sanitary fittings in the **Home**

What is not covered

- a) Any payment in excess of 20% of the **Sum Insured** for any one claim
- b) **Money**
- c) **Contents** while removed for more than 120 consecutive days
- d) **Contents** in **Outbuildings**
- e) Loss or damage
 - 1) occurring outside of the **United Kingdom**
 - 2) by frost
 - 3) by theft unless it involves forcible and violent entry into or exit from a building
 - 4) when moving into a new home
 - 5) in a furniture depository
 - 6) in Halls of Residence or other student accommodation

- a) Any payment in excess of 20% of the **Sum Insured** for **Section 2** for any one claim
- b) Any payment where the **Home** is made uninhabitable as a result of **Subsidence** **Heave** or **Landslip** unless there is a valid claim under **Section 1** of this insurance

- a) Loss or damage arising from
 - 1) the deliberate act of the power authority in cutting off the supply or the withholding or restricting of power by the authority
 - 2) strike lock-out or industrial dispute
 - 3) any use for trade or business purposes
- b) Any payment in excess of £750 for any one claim

- a) Negotiable securities or negotiable bonds
- b) Any payment in excess of £1,000 for any one claim

- a) Loss or damage
 - 1) to gates hedges and fences
 - 2) caused by fire lightning or explosion
 - 3) arising from **Subsidence** ground **Heave** or **Landslip**
 - 4) caused by riot civil commotion strikes labour and political disturbances
 - 5) caused by malicious persons or vandals
 - 6) excluded under '**Contents Cover - Part A**'
 - 7) occurring after the **Home** has been left **Unfurnished** or **Unoccupied** for more than 30 consecutive days unless stated otherwise on **Your Schedule**
 - 8) resulting from structural repairs alterations renovations or extensions
- b) Any payment in excess of 10% of the **Sum Insured** for any one claim

What is covered

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

- a) occupation of the **Home** (but not its ownership) or
- b) **Your** private pursuits

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) 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** or **Outbuildings**)
 - 4) any contract which **You** or **Your Domestic Employees** have entered into unless legal liability would have attached anyway
 - 5) **You** or **Your Domestic Employees** passing on any communicable disease
 - 6) any deliberate or malicious act by **You** or **Your Domestic Employees**
 - 7) the ownership possession use or operation of
 - (i) road vehicles or any other mechanically propelled or assisted or horse drawn vehicle
 - (ii) caravans horseboxes trailers or trailer tents
 - (iii) aircraft boats windsurfers boards or hovercraft or any other craft or equipment designed for use in or on water (except pedestrian controlled models or toys)
 - (iv) firearms (except shotguns or airguns used for sporting activities)
 - (v) horses being used for hunting racing or playing polo
 - (vi) animals other than horses or pets or pets which are not normally domesticated in the **United Kingdom**
 - (vii) a dog type specified under Section 1 of the Dangerous Dogs Act 1991 or later legislation
 - (viii) any land or buildings other than the **Home** and **Outbuildings**
 - (ix) trampolines

Liability to Domestic Employees

Any amount **You** become legally liable to pay as damages for any **Bodily Injury** 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.

- 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 erection or 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

What is covered

Unsatisfied damages

If **You** are awarded damages and taxed costs by any Court of Law in the **United Kingdom** for **Bodily Injury** or loss or damage to property described in the Extra benefit 'Liability to the public' **We** will pay the outstanding amount of the award provided that

- 1) the judgement is not subject to an appeal pending and remains unsatisfied in whole or in part, 3 months after the date of the award
- 2) the **Bodily Injury** or loss or damage occurred in the **United Kingdom**
- 3) **You** would have been covered by the Extra benefit 'Liability to the public' of this insurance had the position of **You** and the responsible party been reversed
- 4) **You** agree to allow **Us** to enforce **Your** unsatisfied rights and remedies which **We** will become entitled to upon making payment

What is not covered

Contents Part B – Accidental damage option

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

What is covered

Loss of or **Accidental Damage** to **Contents** while they are in the **Home**

What is not covered

- a) The **Excess** stated on **Your Schedule**
- b) Loss or damage arising in any room or part of the **Home** that is let, available for letting, or used for business purposes
- c) Loss or damage occurring after the **Home** has been left **Unfurnished** or **Unoccupied** for more than 30 consecutive days unless stated otherwise on **Your Schedule**
- d) Anything stated under 'What is not covered' of Part A of this **Section** (pages 14 to 19)
- e) Property more specifically covered anywhere else in this insurance or under any other insurance
- f) Loss or damage to
 - 1) contact lenses food drink or plants
 - 2) **Money** or stamp or coin collections
 - 3) items whilst being used for **Your** trade profession or business
 - 4) articles of glass china porcelain earthenware or stone (or other articles of a similarly brittle material) while being handled or actively used
- g) Loss or damage arising from
 - 1) wear or tear depreciation rust corrosion damp rot or gradually developing deterioration atmospheric or climatic conditions frost or the action of light
 - 2) moths insects beetles parasites vermin fungus mildew
 - 3) 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 pets
 - 11) business use of the **Home**
 - 12) demolition structural alteration or structural repair of the **Home** or **Outbuildings**

Section 3 – Unspecified Personal Effects Money and pedal cycles Cover

Your Schedule will show whether **You** have chosen this **Section** and the **Sum Insured**. We will not pay more than the **Sum Insured** for unspecified **Personal Effects, Money** or pedal cycles **Cover** shown on **Your Schedule** for any one claim.

The following limits apply, in any one Period of Insurance:

- Any one article or items making up a pair or set - £1,000 or 40% of the **Sum Insured** under **Section 3**, (whichever is the higher), up to a maximum of £2,500
- **Money** - £500
- Fraudulent misuse of credit cards - £1,000
- Pedal cycles - £300
- Mobile phones - £300

What is covered

- 1) Loss of or **Accidental Damage** to the following items belonging to **You**, both inside and away from the **Home**:
 - a) clothing
 - b) **Personal Effects**
 - c) **Money**
 - d) jewellery and watches
 - e) portable computers
 - f) photographic equipment
 - g) musical instruments
 - h) pedal cycles
- 2) **Your** liability to a credit card company or bank arising out of loss and subsequent fraudulent misuse of any credit, debit or cash card issued to **You**

What is not covered

- a) **The Excess** stated on **Your Schedule**
- b) Theft from any unattended motor vehicle unless
 - 1) concealed in the locked luggage boot of a car, glove compartment or luggage section of a hatchback car and
 - 2) following forcible and violent entry to the vehicle
- c) Any loss or damage excluded under **Section 5** of this insurance in respect of pedal cycles
- d) Any loss arising from credit debit or cash card unless **You** have complied with the terms of the issuing authority
- e) Property more specifically covered anywhere else in this insurance, or under any other insurance
- f) Loss of or damage to
 - 1) contact lenses and dentures
 - 2) any plant or living creature
 - 3) air or water craft motor vehicles caravans and trailers motor assisted pedal cycles golf caddy cars electric wheelchairs and invalid carriages
 - 4) parts accessories tools fitted audio equipment fitted telephones satellite navigation equipment relating to items listed under 3) above
 - 5) china glass and porcelain
 - 6) items used for **Your** trade profession or business
 - 7) deeds bonds bills of exchange securities documents or manuscripts
 - 8) sports equipment or sports clothing while in the course of play or use, mountaineering winter sports and parachuting equipment
 - 9) guns by internal explosion rusting or bursting of barrels
- g) Loss or damage arising from
 - 1) wear or tear depreciation rust corrosion damp or gradually developing deterioration atmospheric or climatic conditions frost or the action of light
 - 2) moths insects beetles vermin fungus mildew rot
 - 3) any process of dyeing cleaning drying painting washing repair alteration maintenance decoration restoration or dismantling
 - 4) faulty design or workmanship or the use of faulty materials

What is covered

What is not covered

- 5) electrical or mechanical faults or breakdown or derangement or use contrary to manufacturer's instructions
- 6) scratching or denting
- 7) depreciation in value
- 8) theft or disappearance of jewellery from
 - (i) baggage unless such baggage is carried by hand and under **Your** personal supervision
 - (ii) hotel or motel rooms during **Your** absence from such rooms

Section 4 – Specified Personal Effects Cover

Your Schedule will show whether **You** have chosen this **Section** and the items insured and the **Sums Insured**. We will not pay more than the **Sum Insured** for each of the specified **Personal Effects** shown on **Your Schedule** or the **Replacement Value**, whichever is the lower.

What is covered

Loss of or **Accidental Damage** to **Your** specified **Personal Effects** shown on **Your Schedule**, both inside and away from the **Home**

What is not covered

- a) **The Excess** stated on **Your Schedule**
- b) Theft from any unattended motor vehicle unless
 - 1) concealed in the locked luggage boot of a car, glove compartment or luggage section of a hatchback car and
 - 2) following forcible and violent entry to the vehicle
- c) Loss of or damage to
 - 1) contact lenses and dentures
 - 2) any plant or living creature
 - 3) air or water craft motor vehicles caravans and trailers motor assisted pedal cycles golf caddy cars electric wheelchairs and invalid carriages
 - 4) parts accessories tools fitted audio equipment fitted telephones satellite navigation equipment relating to items listed under 3) above
 - 5) china glass and porcelain
 - 6) deeds bonds bills of exchange securities documents or manuscripts
 - 7) sports equipment or sports clothing while in the course of play or use mountaineering winter sports and parachuting equipment
 - 8) guns by internal explosion rusting or bursting of barrels
 - 9) pedal cycles and their accessories
 - 10) property more specifically covered under any other insurance
- d) Loss or damage arising from
 - 1) wear or tear depreciation rust corrosion damp or gradually developing deterioration atmospheric or climatic conditions frost or the action of light
 - 2) moths insects beetles vermin fungus mildew rot
 - 3) any process of dyeing cleaning drying painting washing repair alteration maintenance decoration restoration or dismantling

... continued over

What is covered

What is not covered

- 4) faulty design or workmanship or the use of faulty materials
- 5) electrical or mechanical faults breakdown or derangement or use contrary to manufacturer's instructions
- 6) scratching or denting
- 7) depreciation in value
- 8) theft or disappearance of jewellery from
 - (i) baggage unless such baggage is carried by hand and under **Your** personal supervision
 - (ii) hotel or motel rooms during **Your** absence from such rooms

Section 5 – Specified pedal cycles Cover

Your Schedule will show whether **You** have chosen this **Section** and the **Sums Insured**. **We** will not pay more than the **Sum Insured** for the specified pedal cycle shown on **Your Schedule** or the **Replacement Value**, whichever is the lower.

What is covered

Loss of or **Accidental Damage** to **Your** specified pedal cycles as shown on **Your Schedule** both inside and away from the **Home**

What is not covered

- a) **The Excess** stated on **Your Schedule**
- b) Theft of an unattended pedal cycle away from the **Home, Outbuildings** or **Garden** unless
 - 1) in a locked building, or
 - 2) attached by a security device to a permanently fixed structure
- c) Loss or damage while a pedal cycle is being used for racing pace-making or trials or let out on hire
- d) Motor assisted pedal cycles
- e) Loss or damage caused by wear and tear rust corrosion damp rot depreciation or any gradually operating cause atmospheric or climatic conditions frost or the action of light
- f) Loss or damage caused by moth insect beetle vermin fungus
- g) Items undergoing any process of dyeing cleaning drying painting washing repair alteration maintenance decoration restoration or dismantling
- h) Mechanical breakdown or derangement or use contrary to manufacturer's instructions
- i) Damage resulting from faulty design or workmanship or the use of faulty materials
- j) Scratching or denting
- k) Depreciation in value
- l) Pedal cycles used primarily for business purposes
- m) Loss or damage to tyres lamps or accessories unless the pedal cycle is stolen or damaged at the same time

How to make a claim under Sections 1 to 5

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 to 5

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 this insurance 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.

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- 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 the full cost of replacement less a deduction for wear and tear. 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.

Sections 3 – 5 Unspecified Personal Effects, Money and pedal cycles, Specified Personal Effects, Specified pedal cycles

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 the **Replacement Value** less a deduction for wear and tear. 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 **Sums Insured** or limits stated on **Your Schedule**, whichever is the lower amount after deduction of the **Excess**. If a claim is settled under **Sections 3, 4 and 5** **You** should review **Your Sums Insured**, as **You** will need to reinstate **Cover** and **You** may need to pay an additional premium.

Pairs, sets and suites

We will not pay, under any **Section** of this insurance, for the cost of replacing or repairing any undamaged parts, areas or 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.

For **Personal Effects** and **Valuables** claimed under **Sections 3 and 4** that form part of a pair or set with an insured value of £1,000 or above, **We** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Will any deduction be made for wear and tear?

We will only make a deduction for wear and tear for:-

- clothes and household linen
- where **Buildings** are in a poor state of repair
- if an article has been totally lost or damaged beyond repair and is not replaced

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 the deduction of the **Excess**. If a claim is settled under **Sections 3, 4 and 5** **You** should review **Your Sums Insured**, as **You** will need to reinstate **Cover** and **You** may need to pay an additional premium.

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

General exclusions applying to Sections 1 to 5

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**, **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. Other insurance

Any loss or damage where **You** are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance is exhausted.

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. Biological and chemical contamination

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;
 - c) death or injury to any person;
- directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from;

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

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

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

13. Electronic data

- 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 to 5

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 tell **Your Broker** of any
 - change of address
 - change in the occupancy of the **Home**, including any intention to let or sublet the **Home** or if the **Home** will no longer solely be occupied by **You**, unless already noted on **Your Schedule**
 - unoccupancy of the **Home** that exceeds 30 consecutive days unless already noted on **Your Schedule**
 - trade or business use of the **Home** or **Outbuildings**, or change in the nature of business use if such use is already noted on **Your Schedule**
 - 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**

When **We** receive such notice **We** have the option to review the **Cover** provided and/or change any conditions of this insurance.

- c) **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** and **Personal Effects** - the current cost as new

2. **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.

Section 6 – FAMILY LEGAL COVER

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited. 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.

HOW TO MAKE A CLAIM UNDER THE FAMILY LEGAL EXPENSES SECTION

THE FOLLOWING REFERENCE MUST ALWAYS BE QUOTED: TS3/3622072

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under this section of the policy. 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 policy which explains the contract between **You** and **Us**

Helping You with Your legal problems

If **You** wish to speak to **Our** legal teams about a legal problem, please phone **Us** on **0117 9271987**. **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 of the policy, phone **Us** on **0117 9271987** 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.

THE MEANING OF WORDS IN THE FAMILY LEGAL EXPENSES SECTION

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

- (a) All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if **You** have been ordered to pay them, or **You** pay them with **Our** agreement.

Countries Covered

- (a) For insured incidents Contract disputes and 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.
- (b) For all other insured incidents:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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). 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.

Date of Occurrence

- (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.)
- (b) For criminal cases, the date **You** began, or are alleged to have begun, to break the law.
- (c) For insured incident Tax protection, the date when HM Revenue & Customs first notifies **You** in writing of its intention to make an enquiry.

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 of the policy (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 of the policy must have the policyholder's agreement to claim.

COVER

OUR AGREEMENT

We agree to provide the insurance described in this section of the policy, 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 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** or Tax Consultancy. 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 of the policy, **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

- (a) 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**.
- (b) The first £250 of any claim for legal nuisance or trespass. **You** must pay this as soon as **We** accept the claim.

INSURED INCIDENTS WE WILL COVER

EMPLOYMENT DISPUTES

A dispute relating to **Your** contract of employment.

CONTRACT DISPUTES

A dispute arising from an agreement or an alleged agreement which **You** have entered into in a personal capacity for:

- a) buying or hiring in goods or services
- b) selling goods.

Please note that:

- (i) **You** must have entered into the agreement or alleged agreement during the **Period of Insurance**, and
- (ii) the amount in dispute must be more than £125 (including VAT)

PERSONAL INJURY

A specific or sudden accident that causes **Your** death or bodily injury to **You**.

CLINICAL NEGLIGENCE

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **You**.

WHAT IS NOT COVERED

- 1) Employers' disciplinary hearings or internal grievance procedures;
- 2) Any claim relating solely to personal injury.
- 3) a settlement agreement while **You** are still employed.

A claim relating to:

- 1) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
 - 2) 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);
 - 3) a dispute arising from any loan, mortgage, pension investment or borrowing;
 - 4) a dispute over the sale, purchase, terms of a lease, licence or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters.
 - 5) a motor vehicle owned by or hired or leased to **You**.
- 1) Illness or bodily injury that happens gradually.
 - 2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **You**.
 - 3) Clinical negligence; this is covered in the below section
 - 4) Defending **Your** legal rights, but **We** Cover defending a counter claim.
- 1) The alleged failure to correctly diagnose **Your** condition.
 - 2) Psychological injury or mental illness that is not associated with **You** having suffered physical bodily injury.

INSURED INCIDENTS WE WILL COVER

PROPERTY PROTECTION

A civil dispute relating to **Your** principal or holiday home, personal possessions, that **You** own, or are responsible for, following:

- a) an event which causes physical damage to such property but the amount in dispute must be more than £125
- b) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it)
- c) a trespass.

*Please note that **You** must have established the legal ownership or right to the land that is the subject of the dispute.*

TAX PROTECTION

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.

JURY SERVICE AND COURT ATTENDANCE

Your absence from work:

- a) to attend any court or tribunal at the request of the **Appointed Representative**
- b) to perform jury service

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**.

LEGAL DEFENCE

Costs and Expenses to defend **Your** legal rights if an event arising from **Your** work as an employee leads to

- a) **You** being prosecuted in a court of criminal jurisdiction
- b) civil action being taken against **You** under:
 - discrimination legislation
 - section 13 of the Data Protection Act 1998.

Costs and Expenses to defend **Your** legal rights if an event leads to **Your** prosecution for an offence connected with the use of a motor vehicle.

WHAT IS NOT COVERED

- 1) A claim relating to:
 - a) a contract **You** have entered into
 - b) any building or land other than **Your** principal or holiday home;
 - c) someone legally taking **Your** material 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;
 - d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - e) mining subsidence
 - 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)
 - g) the enforcement of a covenant by or against **You**.
- 2) Defending a claim relating to an event that causes physical damage to property, but **We** will cover defending a counter-claim.
- 3) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **We** accept the claim.

-
- 1) Any claim if **You** are self-employed, or a sole-trader, or in a business partnership.
 - 2) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

Any claim if **You** are unable to prove **Your** loss.

-
- 1) Parking or obstruction offences.
 - 2) The driving of a motor vehicle for which **You** do not have valid motor insurance.

WHAT IS NOT COVERED UNDER THE FAMILY LEGAL EXPENSES SECTION

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 policy condition 8.
7. **Judicial review**
Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
8. **Nuclear, war and terrorism risks**
A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
9. **Litigant in person**
Any claim where **You** are not represented by a law firm, barrister or tax expert.

CONDITIONS WHICH APPLY TO THE FAMILY LEGAL EXPENSES SECTION

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.

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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 legal costs.
 - (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.
 - (d) Where a settlement is made on a without-costs basis **We** will decide what proportion of that settlement will be regarded as **Costs and Expenses** and payable to **Us**.
4. **Assessing and recovering costs**
 - (a) **You** must instruct the **Appointed Representative** to have legal costs 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 policy terms**
You must:
 - (a) keep to the terms and conditions of this section of the policy
 - (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.
10. **Cancelling the policy**
You can cancel this section of the policy by telling **Us** within 14 days of taking it out or at any time afterwards as long as **You** tell **Us** at least 14 days beforehand. **We** can cancel this section of the policy at any time as long as **We** tell **You** at least 14 days beforehand.

11. **Fraudulent claims**

We will, at **Our** discretion, void this section of the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **We** will not pay the claim if:

- (a) a claim **You** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of our fraud prevention measures **We** will, at our discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

12. **Claims under this section of the policy by a third party**

Apart from **Us**, **You** are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.

13. **Other insurances**

If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

14. **Law that applies**

This section of the policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **You** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

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 below. 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: South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones). Website: www.financial-ombudsman.org.uk

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

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

OUR ADDRESS

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

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