

**POLICY DOCUMENT**

# Home Insurance







# Welcome to Non Standard Home

## Introduction

This Policy of insurance is issued in accordance with the authorisation granted to Towergate Underwriting Household by Novae Syndicates Limited.

We will, subject to the terms and conditions contained in or endorsed on this insurance, pay for any loss, damage, injury, costs or liability described in this Policy arising from events happening during any period of insurance for which you have paid and we have accepted the premium.

Towergate Underwriting Household  
Towergate House  
St Edward's Court  
London Road, Romford  
Essex RM7 9QD

Telephone: 01708 777710  
Facsimile: 0344 892 1509  
Email: [household@towergate.co.uk](mailto:household@towergate.co.uk)

Adrian Brown  
Chief Executive Officer  
Towergate Underwriting  
On behalf of the Insurers

Your Policy is arranged by Towergate Underwriting Household on behalf of Novae Syndicates Limited, 21 Lombard Street, London EC3V 9AH under Binding Authority Unique Market Reference Number B1011889740EPA160.

Towergate Underwriting Household is a trading name of Towergate Underwriting Group Limited. Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

Registered in England No. 4043759. [www.towergate.co.uk](http://www.towergate.co.uk) Authorised and regulated by the Financial Conduct Authority.

Underwritten by: Novae Syndicates Limited - authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA, FRN 204888, managing agent of Syndicate 2007 subject to the supervision of the Society of Lloyd's, Company No. 2082070 England Novae Underwriting Limited - authorised and regulated by the FCA, FRN 311833, a Lloyd's service company acting for Syndicates at Lloyd's, of which Novae Re is a trading division, Company No. 3043816 England Novae Group plc - the holding company of the Novae Group listed on the London Stock Exchange, ISIN number GB00B2QCM188, Company No. 05673306 England Registered Office for all companies: 21 Lombard Street, London, EC3V 9AH V.A.T. Reg. No. for all companies: 668 2895 74.



## Important information

This document, the schedule and any endorsement(s) attached form your insurance. This document sets out the conditions of the insurance between you and us. Please read the whole document carefully and keep it in a safe place.

This insurance relates ONLY to those sections which are shown in the schedule as being included and each home included under this insurance is considered to be covered as if separately insured.

It is important that:

- you check that the information contained in the schedule is accurate and that the schedule reflects the coverage sections you have requested (see the “Information you have given us” section below);
- you notify us of any inaccuracies in the information contained in the schedule, or of any changes to that information (see the “Changes to your information” section);
- you take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair; and
- you comply with the “Notification of Claims’ condition (see page 64), your duties under each section, and your duties under the insurance as a whole.

Failure to comply with the above could adversely affect your insurance or any claim you make.

### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel your insurance in accordance with the “Cancellation” condition on page 63

We or your insurance broker will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.



### Changes to your information

You must tell us as soon as possible about any changes that may affect your policy cover. If we are not advised of any changes to your circumstances, then your policy may be cancelled, or your claim rejected or not fully paid.

The changes that you should tell us about are:

- If you change your insured address;
- If you change your name;
- If you change your occupation(s), or the trade in which you work;
- If the property is used for business and the type of business use;
- If the property is no longer your main residence;
- If the property is let or sublet;
- If there are paying guests or lodgers;
- If the number of consecutive days that the property is unoccupied increases;
- If the property becomes permanently unoccupied (ie not lived in, or intended to be lived in or insufficiently furnished for normal living purposes);
- If you are convicted of a criminal offence (other than motoring offences);
- If you become bankrupt;
- If the full rebuilding cost of your property changes (if you have Buildings Insurance with us);
- If the Contents or Personal Possessions sum insured changes (if you have these sections insured with us);
- If there are any renovations or building works being carried out, or due to commence, at your home;
- If the type of locks or alarm should change, or if you no longer have an alarm maintenance contract in force;
- If the property is no longer self contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, ie cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If you have made a claim under any other home or landlords policy that is not provided by us;
- If you have any other insurance policy refused, declined, cancelled or voided.

When you tell us about a change, we will reassess the premium and the terms of your policy. You will be informed of any revised premium or terms and asked to agree before any change is made.



# Complaints Procedure

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 policy or the handling of a claim you should, in the first instance, contact:

The Managing Director  
Towergate Underwriting Household,  
Towergate House, St Edward's Court      Tel: 01708 777710  
London Road, Romford, Essex, RM7 9QD      Fax: 0344 892 1509

In the event that you remain dissatisfied and wish to make a complaint and this concerns Section 1 to 5 of this policy, you can do so at any time by referring the matter to either the insurer, Novae Syndicates Ltd or the Complaints team at Lloyd's. Contact details are as follows:

Complaints  
Novae Syndicates Ltd  
21 Lombard Street  
London  
EC3V 9AH  
Tel No: 020 7050 9000  
E-mail: [complaints@novae.com](mailto:complaints@novae.com)

or

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Please include Your policy number which is shown on the Schedule.

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service (FOS)  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9GE  
Tel: 0800 023 4567 (free from landlines) or  
Tel: 0300 123 9123 (free from most mobile phones)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



Making a complaint does not affect your right to take legal action.

In reference to Section 6 Family Legal Protection and Section 7 Home Assistance, which are underwritten by DAS Legal Expenses Insurance Company Limited, please refer to page 38 and page 55 respectively for their full complaints process.

**Financial Services Compensation Scheme**

Towergate Underwriting Household and Novae Syndicates Limited are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)



# Index

This policy has several sections, check your schedule to see which sections are in force.

<b>Section</b>	<b>Page</b>
<b>How to use your Policy</b>	7
<b>How to make a Claim</b>	8
<b>Emergency Helpline</b>	8-9
<b>Definitions</b>	10
<b>Index-Linking</b>	13
<b>Section 1 – Buildings</b>	14
<b>Section 2 – Contents</b>	20
<b>Section 3 – Property Owners Liability</b>	29
<b>Section 4 – Occupiers and Personal Liability</b>	31
<b>Section 5 – Valuables &amp; Personal Effects</b>	33
<b>Section 6 – Family Legal Protection</b>	37
<b>Section 7 – Emergency Home Assistance</b>	54
<b>Exclusions applying to Sections 1-5</b>	61
<b>Conditions applying to Sections 1-5</b>	63



# How to use your Policy

This is your new Policy containing details of the cover you have bought. We have made every effort to make the Policy details as clear as possible. Please read your Policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the Policy. If, however, there is any dispute which cannot be resolved, you are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see page 4 for details.

## What cover is included?

The Policy is divided into a number of sections, each section tells you what we will or will not pay for. To find which sections are in force you should check your schedule which is enclosed with the Policy.

Your schedule also tells you how much you are insured for.

## How much to Insure For?

It is up to you to make sure that the amount you insure for represents the full value of the property concerned. For Buildings, this means the full cost of rebuilding your property including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors fees and complying with the requirements of local authorities. For Contents and Valuables & Personal Effects, this means the full cost of replacing all the property as new.

**Remember, if You underinsure any claims payment may be reduced.**

## Policy Limitations

Are shown:

- under each section ‘We will not pay for’ and ‘Settlement of Claims’
- on page 35 – General Exclusions to Section 5
- on page 61 – Exclusions applying to Sections 1-5
- on page 63 – Conditions applying to Sections 1-5



## How to make a Claim

Please first read this Policy and your schedule to check that you are covered. Please refer to and follow the Notification of Claims Procedure on page 64. To register a claim please phone Towergate Underwriting Household on 01708 777710.

Tell us what happened. Let us have as much information as possible. We will verify your cover and arrange to send you a claim form so that we can deal with your claim as quickly as possible.

If you need to ask any questions during your claim, please call us on the above number.

### 24 Hour Emergency Home Assistance

This service is provided by DAS Legal Expenses Insurance Company Limited (DAS), DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

**Please check Your Schedule to see if this cover is in force.**

Telephone Number: **0800 783 1246**

Quoting Reference: **TS3/414 7340**

In the unfortunate event that you need emergency repairs to your home, please call our DAS helpline and we will arrange for one of their panel of reputable contractors to come to your home to assess the problem and carry out any immediate repair work.

This policy offers 24 hour home assistance within your home for emergencies associated with:

- Plumbing and Drainage
- The Main Heating System
- Your Domestic Power Supply
- The Toilet Unit
- Home Security
- Lost Keys

Please see Section 7 for full details of cover and exclusions.



### **24 Hour Legal Advice Helpline**

This service is provided by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

**Please check Your Schedule to see if this cover is in force.**

Phone Number: **0117 934 0570**

Quoting Reference: **TS3/3685436**

Confidential expert advice from a team of specialists, which includes Lawyers, Personnel Consultants and Accountants. They will advise you on the steps you may need to take either on your own or with the help of a Solicitor or other adviser and the possible costs **You** may incur.

The Helpline can assist you to solve your legal problems on all areas of the law, eg:

- Employment Disputes
- Contract Disputes
- Personal Injury
- Property Protection

No matter how complex the problem, the Helpline will put you in touch with legal experts to give you advice.

### **Please note**

The service providers will not accept responsibility if the Helpline Service fails for reasons beyond their control.

To check and improve service standards, the service provider records all calls.



## Definitions

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 – 5 in bold type. The definitions for Family Legal Protection and Emergency Home Assistance are stated within Sections 6 and 7.

### **Buildings**

The **Home** and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the **Land**.

### **Clauses or Endorsements**

Any variation or addition to the terms of the Policy.

### **Computer System**

Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not **Your** property.

### **Contents**

Household goods and personal property. **Money** and **Valuables** all belonging to or the responsibility of **You** or **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term **Contents** does not include:- any permanent fixtures and fittings, property or **Money** held for professional or business purposes, securities and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories.

### **Europe**

Anywhere in **Europe**, Jordan, Madeira, the Channel and Mediterranean Islands and those Countries bordering the Mediterranean.

### **Excess**

The first part of any claim which **You** must pay.

### **Heave**

Upward movement of the ground beneath the **Buildings** caused by the soil expanding.

**Home**

The private dwelling and its domestic outbuildings and garages at the address shown in the **Schedule**.

**Landslip**

Downward movement of sloping ground.

**Land**

The **Land** belonging to the **Home**.

**Money**

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

**Period of Insurance**

The length of time covered by this insurance (as shown on the **Schedule**) or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

**Policyholder/You/Your**

The person(s) named as the **Policyholder** in the **Schedule**.

**Schedule**

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the **Period of Insurance**, and the sections of the Policy which apply.

**Settlement**

The natural downward movement of new properties due to compression of the soil under their own weight within 10 years of construction.

**Subsidence**

Downward movement of the ground beneath **Your Buildings** other than by **Settlement**.

**United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Unoccupied**

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 60 consecutive days.

**Unspecified Personal Effects and Clothing**

Personal property which is designed to be worn or carried on or about the person but does not include:- contact or corneal lenses.

**Valuables**

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs.

**We/Us/Our**

Novae Syndicates Limited as insurers and Towergate Underwriting Household as administrators of the policy.

**Year 2000 Compliant**

Neither performance nor functionality of the **Computer System** being affected by dates prior to, during or after the Year 2000.

**You/Your Family**

**You**, **Your** spouse or **Your** partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who normally live with **You** permanently.



# Index Linking

Please refer to **Your Policy Schedule** to check whether Index Linking applies to **Your Sums Insured**.

If Index Linking does apply, the Sums Insured on your **Schedule** for Section 1 **Buildings** and Section 2 **Contents** will be adjusted monthly in line with:

- a) **Buildings** – the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.
- b) **Contents** – the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

No charge will be made for this during each year but anniversary premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided You have not unreasonably delayed notification or settlement of the claim.



# Section 1

## Buildings

Your Schedule tells You if this Section is in force.

### We will pay for

#### A. The Basic Cover

Loss of or damage to **Buildings** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.

### We will not pay for

The amount of any **Excess** shown in Your Schedule

#### A.

2. Damage caused by anything that happens gradually.
4. Loss or damage caused by persons lawfully in the **Home**. Loss or damage caused while the **Home** is **Unoccupied**.



### We will pay for

5. Storm or flood.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.
7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles. If **We** accept a claim for damage to **Buildings** by falling trees, **We** will pay up to £500 for costs **You** have to pay for removing from the site:
  - a) the fallen part of the tree; or
  - b) the whole tree if it has been totally or partly uprooted
10. Falling receiving aerials (including satellite dishes)
11. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.

### We will not pay for

5. Loss or damage caused by freezing. Loss of or damage to hedges, gates and fences.
6. Damage caused while the **Home** is **Unoccupied**. Damage to the installation or appliance itself.
7. Loss or damage caused by **You** or **Your Family** or any tenant or any person lawfully in the **Home**. Loss or damage occurring while the **Home** is **Unoccupied**.
8. Loss or damage caused by domestic pets.
9. Damage to hedges, gates and fences. Damage caused by felling or lopping of trees.
10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. The first £1,000 of any claim.  
  
Damage resulting from the foundations settling, shrinking or expanding.



## Buildings – continued

### We will pay for

**B. Damage to Plumbing Installations by Freezing**

Damage to interior fixed domestic heating or water installations caused by freezing.

**C. Breakage of Fixed Glass and Sanitary Fittings**

Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.

### We will not pay for

Damage resulting from coastal or river erosion.

Damage resulting from faulty workmanship or the use of defective materials.

Damage resulting from demolition, alteration or repair to the **Buildings**.  
Damage resulting from the bedding down of new structures or **Settlement** of made-up ground.

Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.

Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time. Diminution of Market Value.

**B.**

Damage caused while the **Home** is **Unoccupied**.

**C.**

Breakage caused while the **Home** is **Unoccupied**.



## We will pay for

### D. Damage to Underground Services

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

### E. Additional Costs

The additional costs of:

- a) complying with government or local authority requirements.
- b) architects, surveyors and other professional fees.
- c) clearing debris, demolition, shoring or propping up as a result of loss or damage insured by this section.

### F. Temporary Accommodation and Loss of Rent

Up to 20% of the Sum Insured on **Buildings** for:

- a) the costs of similar temporary accommodation.
- b) loss of rent payable to **You**. During the period needed to restore **Your** private dwelling to a habitable condition, as a result of loss or damage insured by section 1A – The Basic Cover.

### G. Moving Home

If **You** are selling the **Home** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **Home** is not insured under another policy.

## We will not pay for

### D.

Damage caused whilst clearing, or attempting to clear a blockage.

### E.

- a) costs for complying with requirements notified before the loss or damage occurred
- b) fees charged for preparing any claim under this Policy.



## Buildings – continued

### We will pay for

#### H. Tracing and accessing leaks

In the event of damage to the **Buildings** caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the **Home**, **We** will pay the costs, up to £5,000 for removing and replacing any other part of the **Buildings** required to find and repair the source of the leak.

#### I. Emergency Access

Damage to **Your Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

### We will not pay for

## Accidental Damage Option

#### J. Accidental Damage

Accidental damage to the **Buildings**.

#### J.

Damage caused while the **Home** is lent, let, sub-let or **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 1 – **Buildings**.

The cost of maintenance Damage caused by **Settlement** or shrinkage of the **Buildings**.

Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or anything that happens gradually.

Damage caused by faulty workmanship or design or the use of defective materials.



## Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a) the cost of repair, or
- b) the cost of replacement.

**We** will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

If the **Buildings** are not in good repair or if repair or replacement is not carried out, **We** will at **Our** option pay:

- a) the cost of repair or replacement less a deduction for wear and tear and depreciation, or
- b) for the reduction in market value caused by the loss or damage.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the Additional Costs described in paragraph E of this Section.

The total amount payable under Sections A–E will not exceed the Sum Insured. The Sum Insured will not be reduced by the amount of any claim.

### **Underinsurance**

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

### **Matching Items**

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite, or one of a number of items of similar nature, colour or design.



## Section 2

# Contents

Your **Schedule** tells You if this Section is in force.

### We will pay for

#### A. The Basic Cover

Loss of or damage to **Contents** whilst contained within the **Home** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.

### We will not pay for

The amount of any **Excess** shown in Your **Schedule**

#### A.

2. Damage caused by anything that happens gradually.
4. Loss or damage caused by persons lawfully in the **Home**.

Loss or damage caused while the **Home** is **Unoccupied**.

6. Loss or damage caused while the **Home** is **Unoccupied**.

Damage to the installation or appliance itself.





## Contents – continued

### We will pay for

11. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**

**B. Breakage of Glass and Mirrors**

Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.

**C. Damage to Electrical Equipment**

Accidental damage to televisions, (including satellite dishes and television aerials fixed to the **Home**), radios, home computers, audio and video equipment in the **Home**.

### We will not pay for

11. Damage resulting from coastal or river erosion.

Damage resulting from the foundations settling, shrinking or expanding.

Damage resulting from faulty workmanship or the use of defective materials.

Damage resulting from demolition, alteration or repair to the **Buildings**.

Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.

**B.**

Breakage caused while the **Home** is **Unoccupied**.

**C.**

Damage to items designed and intended to be portable including video cameras, camcorders, and portable computer equipment.

Damage to records, films, tapes, cassettes, discs, cartridges, styli, or computer software.

Damage caused by wear and tear, mechanical or electrical breakdown.

Damage caused by cleaning, repair, restoration or use contrary to manufacturer's instructions.

Damage caused while the **Home** is **Unoccupied**.



## We will pay for

### D. Household Removal

Accidental loss or damage to **Contents** while in direct transit by a professional removal contractor from the **Home** for permanent removal to another address within the **United Kingdom**.

### E. Contents Temporarily Removed

Up to 20% of the **Contents** Sum Insured for loss of or damage to **Contents** temporarily removed from the **Home** but within the **United Kingdom** caused by:-

- a) circumstances as described in Section 2A – The Basic Cover, but excluding Theft.
- b) Theft
  - i) from or while in direct transit to or from a bank or safe deposit.
  - ii) from any building where **You** or **Your Family** are employed or carry on a business or are in temporary residence.
  - iii) from any other building.

### F. Temporary Accommodation

Up to 20% of the **Contents** Sum Insured for the costs of similar temporary accommodation during the period needed to restore **Your** private dwelling to a habitable condition, as a result of loss or damage insured by Section 2A – The Basic Cover.

### G. Theft of Keys

Up to £500 for the replacement of external door locks and keys to the **Home** if keys are stolen.

## We will not pay for

### D.

Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer. Loss or damage caused by scratching, denting or bruising. Loss of or damage to **Contents** in storage. Loss or damage insured under another Policy. Loss of **Money**.

### E.

Loss of or damage to **Contents**:-  
– For sale, or away on exhibition or in a furniture depository.  
– In the open caused by storm, flood or malicious damage.  
– In the custody or control of **You** or **Your Family** whilst temporarily living away from the **Home** for the purpose of education.  
– By theft unless involving forcible and violent entry to or exit from a building.  
– Any amount exceeding £2,500 from outbuildings.



## Contents – continued

### We will pay for

#### H. Tenants Liability

Up to 20% of the **Contents** Sum Insured for damage to the **Buildings** as described in Section 1A – The Basic Cover, Section 1B, 1C 1D and 1E of Section 1 – **Buildings**.

#### I. Metered Water and Loss of Oil

Up to £1,000 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the **Home**.

#### J. Contents in the Open

Up to £1,000 for loss or damage to **Contents** not contained within the **Home** but still within the Boundaries of the **Land** caused by circumstances as described in Section 2A – The Basic Cover.

#### K. Christmas Increase

The **Contents** Sum Insured is automatically increased by 10% during the month of December.

#### L. Wedding Gifts Cover

Up to 10% of the **Contents** Sum Insured for loss or damage to wedding gifts caused by the circumstances described in Section 2A – The Basic Cover for one month before and one month after the wedding day of **You** or **Your Family**.

Cover applies while in:-

- a) the **Home**
- b) the building where the reception is held
- c) the married couples' home
- d) transit between any of the places specified above.

### We will not pay for

#### H.

Loss or damage excluded in Section 1A – The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 – **Buildings**.

#### I.

Loss or damage caused while the **Home** is **Unoccupied**.

#### J.

Loss or damage to trees, shrubs, plants or garden products.  
Loss or damage while the **Home** is **Unoccupied**.



## We will pay for

### M. Title Deeds

Up to £500 for the cost of preparing new title deeds to the **Buildings** if they are lost or damaged by circumstances described in Section 2A – The Basic Cover when in the **Home** or in **Your** bank.

### N. Contents at University/College

Loss of or damage to **Contents** temporarily removed from the **Home** but still within the **United Kingdom**, for the purpose of attending a college, university or boarding school caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £2,000.

### O. Business Usage at Home

Loss or damage to office equipment used in connection with **Your** business whilst in the **Home** caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £3,000.

### P. Fatal Accident Benefit

£5,000 maximum cash sum if **You** or **Your** spouse, separately or together, die within 3 months of an injury caused in **Your Home** by fire or thieves.

### Q. Emergency Access

Damage to **Your Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

### R. Frozen Food

Up to £1,000 for spoilage of domestic food in any freezer in the **Home** caused by a malfunction or rise or fall in temperature in the freezer.

## We will not pay for

### N.

Loss of or damage to **Contents**  
– by theft unless involving forcible and violent entry to or exit from a building.  
– insured under any other Policy.

### O.

Loss of or damage caused whilst the **Home** is lent, let sub-let or **Unoccupied**. Loss of or damage to items not specifically used for clerical purposes.

### R.

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the **Home**. Food held for business purposes.



## Contents – continued

### We will pay for

#### S. Personal Money and Credit Cards Cover applies anywhere in the world

##### a) Personal Money

Personal **Money** up to £300 in total.

##### b) Fraudulent Use of Credit Cards

Financial loss from fraudulent use by any unauthorised person of Credit Cards held for social, domestic and pleasure purposes for which **You** are responsible for a total amount not exceeding £500.

### We will not pay for

#### S.

##### a) Loss of **Money** by mistake in change, counting or overpayment

Loss of **Money** not reported to the police within 24 hours of discovery

Loss of **Money** held for professional or business purposes.

##### b) Loss of Credit Cards not reported to the Police and issuing authority within 24 hours of discovery

Loss from unauthorised use by **You** or **Your Family**

Loss from fraudulent use by any unauthorised person of Credit Cards unless **You** have complied with the terms and conditions under which the card was issued.



## We will pay for

### T. Pedal Cycles

Accidental loss of or damage to pedal cycles up to a maximum sum insured of £500.

# Accidental Damage Option

### U. Accidental Damage

Accidental damage to **Contents** in the **Home**.

## We will not pay for

The amount of any **Excess** shown in **Your Schedule**

### T.

- Loss or damage while being used for racing, pacemaking or trials.
- Loss or damage to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.
- Loss or damage unless in a building or securely locked to an immovable object.

### U.

Damage caused while the **Home** is lent, let, sub-let, or **Unoccupied**.  
Damage which is specifically excluded elsewhere in Section 2 – **Contents**.  
Deterioration of food.

Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or anything that happens gradually

Damage caused by any process of dyeing, cleaning, alteration, repair, renovation or restoration.

Damage caused by mechanical or electrical breakdown.



## Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the full replacement cost **We** will at **Our** option:

- a) replace the item(s) as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made).

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- a) 33.33% of the **Contents** Sum Insured in total for **Valuables**.
- b) 5% of the **Contents** Sum Insured for any single item of **Valuables**.
- c) £300 for **Money**.
- d) £500 in respect of any one pedal cycle.

The Sum Insured will not be reduced by the amount of any claim.

### **Underinsurance**

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

### **Matching Items**

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.



## Section 3

# Property Owners Liability

### We will pay for

#### A. Property Owners Liability

(Only operative if Section 1 – **Buildings** is in force) Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by **You** with **Our** consent to indemnify **You** against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental loss or damage to the property occurring whilst Section 1 – **Buildings** of this Policy is in force and incurred:

### We will not pay for

The amount of any **Excess** shown in **Your Schedule**

#### A.

- Liability arising from
- Accidental death, bodily injury, illness or disease to **You** or **Your Family** or any domestic employee.
  - Damage to property, business or employment of **You** or **Your Family** or any domestic employee.
  - Any profession, business or employment of **You** or **Your Family**.
  - The ownership or use of motor vehicles (other than gardening machines) or lifts.



## Property Owners Liability – continued

### We will pay for

- i) as owner (not occupier) of the **Home** and its **Land**
- ii) in connection with any other private residence formerly owned and occupied by **You** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability.

If Section 1 – **Buildings** of this Policy expires or is cancelled, cover under this paragraph **A** (b) (ii) shall continue for a period of 7 years in respect only of the **Home**.

### We will not pay for

- Any agreement or contract unless liability would have applied anyway.
- Any infectious disease or condition **You** or a member of **Your Family** pass on to someone else.



## Section 4

# Occupiers and Personal Liability

### We will pay for

#### A. Occupiers and Personal Liability

(Only operative if Section 2 – **Contents** is in force) Up to £1,000,000 for any one cause (other than death, bodily injury or disease of any domestic employee where the amount is £2,000,000) to indemnify **You** and **Your Family** against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental damage to property occurring whilst Section 2 – **Contents** of this Policy is in force and arising:
  - i) from the occupation (not ownership) of the **Home**.
  - ii) from the employment of any domestic employee.
  - iii) in any other personal capacity anywhere in the **United Kingdom** or during a temporary visit world-wide.

### We will not pay for

#### A

Liability arising from

- Accidental death, bodily injury, illness or disease to **You** or **Your Family**.
- Damage to property which belongs to **You** or **Your Family**, or domestic employee, or is in their custody or control.
- The ownership of the **Home** and any other buildings or **Land**.
- Any profession, business or employment of **You** or **Your Family**.
- The ownership, use or possession of motor vehicles (other than domestic gardening machines), motor cycles, caravans, trailers or lifts.



## Occupiers and Personal Liability – continued

### We will pay for

In addition where a valid claim has been accepted **We** will pay defence costs and expenses incurred by **You** with **Our** consent.

In the event of **Your** death **We** will indemnify **Your** legal representative under the terms of this Section for legal liability incurred by **You** and **Your Family**.

### We will not pay for

- The ownership or use of aircraft or watercraft unless they are models or hand propelled.
- Any infectious disease or condition **You** or a member of **Your Family** pass on to someone else
- The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- Any liability arising from an award of a Court outside the **United Kingdom**.
- Any agreement or contract unless liability would have applied anyway.



## Section 5

# Valuables & Personal Effects

Your Schedule tells You if this Section is in force.

Cover applies anywhere in the **United Kingdom** and for up to 60 days worldwide in any one **Period of Insurance**.

### We will pay for

Loss of or damage to property owned by **You** and **Your Family** described in the **Schedule** as follows:

#### A. Unspecified Valuables, Personal Effects and Clothing

Accidental loss of or damage to **Unspecified Valuables, Personal Effects and Clothing**, sports equipment and pedal cycles up to the amount shown in the **Schedule**.

### We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

Loss or damage listed under General Exclusions to Section 5.

#### A.

Loss or damage to:

- Compact discs, cassettes, or records worth more than £100 in total.
- Sports equipment in the course of play or use.
- Any amount exceeding £1,000 in respect of any one Pedal Cycle.
- to Pedal Cycles in the course of racing, pacemaking or trials.
- by theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the **Home**.
- to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.



## Valuables & Personal Effects – continued

### We will pay for

#### B. Specified Items

Accidental loss of or damage to items specified in **Your Schedule**.

### We will not pay for

- Equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin diving and other watersports.
- Contact or corneal lenses.
- Motor vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- **Money** and Credit Cards.

#### B.

- Sports equipment in the course of play or use.
- pedal cycles in the course of racing, pacemaking or trials.
- theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the **Home**.
- pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.



## General Exclusions to Section 5

The amount of any **Excess** shown in **Your Schedule**.

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or anything that happens gradually.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown.
- Detention or confiscation by customs or other officials.

Loss or damage caused to:

- Property or **Money** held or used for professional or business purposes.

## Settlement of Claims

We will at **Our** option:

- a) replace the item(s) as new (except for clothing where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing where a deduction for wear, tear and depreciation will be made).

Where the item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

The Sums Insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing.

In respect of any one claim **We** will not pay more than:

- a) the Sum Insured as stated on **Your Schedule**
- b) £1,000 for theft from any unattended motor vehicle. Theft cover from any unattended motor vehicle only applies if **Your** property is kept in a locked boot or glove compartment and the vehicle is securely locked.



- c) £1,000 any one item for **Unspecified Valuables, Personal Effects and Clothing**
- d) £1,000 in respect of any one pedal cycle unless specified on the **Schedule**.

The Sums Insured will not be reduced by the amount of any claim, except for Pedal Cycles and Specified Items which will be removed from cover after total loss or destruction.

**You** must tell **Us** if those items are to be insured again after replacement.

## Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.



## Section 6

# Family Legal Protection

This insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

**Your Schedule** tells **You** if this section is in force.

Towergate Underwriting Household have selected DAS as Your family legal advice and protection insurer.

### Welcome to DAS

Thank **You** for purchasing this DAS family section. **You** are now protected by Europe's leading legal expenses insurer. To make sure **You** get the most from **Your** DAS cover, please take time to read this section which explains the contract between **You** and **Us**.

### Online law guide and document drafting

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

### Helping **You** with **Your** legal problems

If **You** wish to speak to **Our** legal teams about a legal problem, please phone **Us** on 0117 934 0570 and quote reference TS3/3685436. **We** will ask **You** about **Your** legal issue and if necessary call **You** back to give **You** legal advice.

### When **You** need to make a claim

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **Us** on 0117 934 0570 and quote reference TS3/3685436. **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.

### Our 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](http://www.das.co.uk)



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

### **Data protection**

To provide and administer the legal advice service and legal expenses insurance **We** must process **Your** personal data (including sensitive personal data such as convictions) that **We** collect from **You** in accordance with **Our** Privacy Policy.

To do so, **We** may need to send **Your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **You** legal advice, **We** may have to send information outside the European Economic Area. In doing this, **We** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **We** will not disclose **Your** personal data to any other person or organisation without **Your** written consent.

For any questions or comments, or requests to see a copy of the information **We** hold about **You**, please write to the Group Data Protection Controller at **Our** Head Office address.

### **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:

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

Registered in England and Wales, number 103274.

Or **You** can phone **Us** on 0344 893 9013 or email **Us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of **Our** internal complaint-handling procedures are available on request.

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, Harbour Exchange Square, London E14 9GE.

**You** can also contact them on: 0800 023 4567

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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



# The meaning of words in this section of the policy

The following words have these meanings wherever they appear in this section in bold:

## **Appointed representative**

The preferred law firm, law firm, accountant or other suitably qualified person **We** will appoint to act on **Your** behalf.

## **Costs and expenses**

- (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 2 Contract disputes and 3 Personal injury.

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, 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).

## **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 6 Tax protection, the date when HM Revenue & Customs first notifies **You** in writing of its intention to make an enquiry.



### **Identity theft**

The theft or unauthorised use of **Your** personal identification which has resulted in the unlawful use of **Your** identity.

### **Period of Insurance**

The period for which **We** have agreed to cover **You**.

### **Preferred law firm**

A law firm or barristers' chambers **We** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **Your** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### **Reasonable prospects**

For civil cases, the prospects that **You** will recover losses or damages (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a preferred law firm on **Our** behalf, will assess whether there are reasonable prospects.

### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **You, Your**

The person who has taken out this section 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 **Policyholders** agreement to claim.



### 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 of the policy 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
- (c) in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the costs and expenses for appeals, **We** must agree that reasonable prospects exist
- (d) for an enforcement of judgment to recover **Money** and interest due to **You** after a successful claim under this section, **We** must agree that reasonable prospects exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in costs and expenses is the value of the likely award.

### What We will not pay

- (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

For advice and to make a claim call **0117 934 0570**.

## What is covered

(please refer to our agreement)

### 1. Employment disputes

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

### 2. Contract disputes

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

- (a) buying or hiring 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 £250.

## What is not covered

(please also refer to Section Exclusions)

A claim relating to the following :

- (a) employer's disciplinary hearings or internal grievance procedures
- (b) any claim relating solely to personal injury
- (c) a compromise agreement while **You** are still employed.

A claim relating to the following:

- (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- (b) 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)
- (c) a dispute arising from a loan, Mortgage, pension, investment or borrowing
- (d) 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 advisor in connection with these matters
- (e) a motor vehicle owned by or hired or leased to **You**.



For advice and to make a claim call **0117 934 0570**.

### **What is covered**

(please refer to our agreement)

#### **3. Personal injury**

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

#### **4. 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**

(please also refer to Section Exclusions)

A claim relating to the following :

- (a) illness or bodily injury that happens gradually
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **You**
- (c) defending **Your** legal rights, but **We** will cover defending a counter-claim
- (d) clinical negligence.

A claim relating to the following:

- (a) the failure or alleged failure to correctly diagnose **Your** condition
- (b) psychological injury or mental illness that is not associated with **You** having suffered physical bodily injury.



For advice and to make a claim call **0117 934 0570**.

### What is covered

(please refer to our agreement)

#### 5. Personal injury

A civil dispute relating to **Your** principal home 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 £250
- (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.*

### What is not covered

(please also refer to Section Exclusions)

- (a) A claim relating to the following:
  - (i) a contract **You** have entered into
  - (ii) any building or land except **Your** main home
  - (iii) someone legally taking **Your** property from **You**, whether **You** are offered **Money** or not, or restrictions or controls placed on **Your** property by any government or public or local authority
  - (iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
  - (v) mining **Subsidence**
  - (vi) 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)
  - (vii) the enforcement of a covenant by or against **You**.
- (b) Defending a claim relating to an event that causes physical damage to property, but **We** will cover defending a counter claim.
- (c) The first £250 of any claim for legal nuisance or trespass. This is payable by **You** as soon as **We** accept the claim.



For advice and to make a claim call **0117 934 0570**.

### What is covered

(please refer to our agreement)

#### 6. 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.

#### 7. 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
- (c) to carry out activities specified in **Your** identity theft action plan under Insured incident 9 Identity theft.

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**.

#### 8. 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.

### What is not covered

(please also refer to Section Exclusions)

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

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

Any claim relating to **You** driving a motor vehicle.



For advice and to make a claim call **0117 934 0570**.

### What is covered

(please refer to our agreement)

#### 9. Identity theft protection

- (1) Following a call to the identity theft helpline service **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **Your** identity.
- (2) If **You** become a victim of identity theft, **We** will pay the costs **You** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **Your** identity and credit status.
- (3) Following **Your** identity theft **We** will pay:
  - (a) costs and expenses to reinstate **Your** identity including costs and expenses for the signing of statutory declarations or similar documents
  - (b) legal costs to defend **Your** legal rights in a dispute with debt collectors or any party taking legal action against **You** arising from or relating to identity theft

### What is not covered

(please also refer to Section Exclusions)

A claim relating to the following:

- (a) fraud committed by anyone entitled to make a claim under this section
- (b) losses arising from **Your** business activities.



For advice and to make a claim call **0117 934 0570**.

#### **What is covered**

(please refer to our agreement)

- (c) loan-rejection fees and any re-application administration fee for a loan when **Your** original application has been rejected.

#### **Please note that:**

- (i) **You** must notify **Your** bank or building society as soon as possible
- (ii) **You** must tell **Us** if **You** have previously suffered identity theft, and
- (iii) **You** must take all reasonable action to prevent continued unauthorised use of **Your** identity.

#### **What is not covered**

(please also refer to Section Exclusions)



## Exclusions applicable to this section of the policy

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. Group Litigation Order**

Any claim where **You** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.

**6. Defamation**

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

**7. A dispute with DAS**

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

**8. Judicial review**

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

**9. 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
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.



## Conditions applicable to this section of the policy

### 1. Your legal representation

- (a) On receiving a claim, if legal representation is necessary, **We** will appoint a preferred law firm or in-house lawyer 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 or **Our** in-house lawyer cannot negotiate settlement of **Our** 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.
- (d) The appointed representative must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

### 2. Your responsibilities

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

### 3. Offers to settle a claim

- (a) **You** must tell **Us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **Our** written consent.
- (b) If **You** do not accept a reasonable offer to settle a claim, **We** may refuse to pay further costs and expenses.
- (c) **We** may decide to pay **You** the reasonable value of **Your** claim, instead of starting or continuing legal action. In these circumstances **You** must allow **Us** to take over and pursue or settle any claim in **Your** name. **You** must also allow **Us** to pursue at **Our** own expense and for **Our** own benefit, any claim for compensation against any other person and **You** must give **Us** all the information and help **We** need to do so.
- (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 costs and expenses taxed, assessed or audited if **We** ask for this.
- (b) You must take every step to recover costs and expenses and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

#### 5. Cancelling an appointed representative's appointment

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

#### 6. Withdrawing cover

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

#### 7. Expert opinion

**We** may require **You** to get, at **Your** own expense, an opinion from an expert that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this, **We** will pay the cost of getting the opinion if the expert's opinion indicates that 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 **Us** and **You**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.

#### 9. Keeping to the terms of this section of the policy.

**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 section of the policy.

**You** can cancel this section of this 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 (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 section of the policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

#### 12. Claims under this section by a third party

Apart from **Us**, **You** are the only person who may enforce all or any part of this section 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 the section in relation to any third-party rights or interest.

#### 13. Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this section 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 section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.



## Helpline Services

You can contact Our UK-based call centres 24 hours a day, seven days a week. However, We may need to arrange to call You back depending on Your enquiry.

To help Us check and improve Our service standards, We record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference TS3/3685436. Please do not phone Us to report a general insurance claim.

### Legal advice service

Call 0117 934 0570

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

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

### Tax advice service

Call 0117 934 0570

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

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

### Health and medical information service

Call 0117 934 0570

We will give You information over the phone on general health issues and advice on a wide variety of medical matters. We can give You information on all health services including hospital waiting lists.

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

### Counselling service

Call 0117 934 2121

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

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



**Identity theft service**

Call **0344 848 7071**

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

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

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



## Section 7

# Home Assistance

This insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

Your **Schedule** tells **You** if this Section is in force.

Reference Number: TS3/4147340

### Important information

#### 24 hour Emergency Assistance

This is **Your Home Assistance** wording - it includes everything **You** need to know about the emergency cover available under this section.

This policy is designed to offer 24 hour assistance within **Your Home** for emergencies associated with:

- **Plumbing and Drainage**
- **the Main Heating System**
- **your Domestic Power Supply**
- **the Toilet Unit**
- **Home Security**
- **Lost Keys**

**Act quickly in the event of an emergency and call the assistance helpline on 0800 783 1246**

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

#### How We can help

Once **You** have given **Us** details of **Your** claim and **We** have accepted it, **We** will arrange for one of **Our** approved contractors to assist **You** as quickly as possible.



To make a claim under this section, please telephone Us on 0800 783 1246 straight away and provide the following information:

- Your name and the Home address including postcode;
- the nature of the Home emergency.

We will tell You what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this section.

It is important that You contact Our assistance operation centre as soon as possible after the Home emergency and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to Us are monitored and recorded as part of Our training and quality assurance programmes. By using this service You are agreeing to Us recording Your call.

#### **When We cannot help**

We cannot help in any major emergency which could result in serious risk to You or substantial damage to Your Home. In this situation, You should immediately contact the Emergency Services and any company that supplied the service.

We will not pay any claim unless We have given Our agreement, or if there is no one at Home when Our approved contractor arrives.

#### **Problems**

We will always try to give You a quality service. If You think We have let You down, please write to Our Customer Relations Department at Our Head Office address shown below. Or You can phone Us on 0117 934 0066 or email Us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of Our internal complaint handling procedures are available on request.

#### **Our Head and Registered Office is:**

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

Registered in England and Wales. Company number: 103274.

Website: [www.das.co.uk](http://www.das.co.uk)

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



If **You** are still not happy, **You** can contact the Insurance Division of the Financial Ombudsman Service at:  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9GE  
Tel: 0800 023 4567 (free from landlines) or  
Tel: 0300 123 9123 (free from most mobile phones)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



# 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 person who lives in or is staying at **Your Home**.
4. **Home**  
**Your** principal **Home** situated within the **United Kingdom** of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
5. **Home emergency**  
A sudden unforeseen event which requires immediate corrective action to:
  - a) prevent damage or further damage to **Your Home**; or
  - b) to make **Your Home** safe or secure; or
  - c) alleviate unreasonable discomfort, risk or difficulty to any insured person.
6. **Period of cover**  
The period for which **We** have agreed to cover **You**.
7. **Main heating system**  
The main hot water or central heating system in **Your Home**. This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.
8. **Plumbing and drainage**  
The cold water supply and drainage system within the boundary of **Your Home** and for which **You** are legally responsible. This does not include pipes:
  - a) which connect components of the heating system; or
  - b) for which **Your** water supply or sewerage company are responsible.



## Cover

1. This section only covers **You** if **You** have paid **Your** premium. **We** agree to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as the **Home** emergency happens during the period of cover.
2. If the service **You** need is not provided under these terms, **We** will try (if **You** wish) to arrange it at **Your** expense. The terms of such service are a matter for **You** and **Your** supplier.
3. **We** will pay up to £500 (including VAT) for the call out charge, labour, parts and materials in providing assistance for a **Home** emergency which arises from an insured incident.

## Insured Incidents

(a) **Plumbing and drainage**

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **Your Home**.

(b) **Main Heating System**

The sudden failure to function of the **main heating system** in **Your Home**.

(c) **Domestic power supply**

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

(d) **Toilet unit**

Impact damage to, or mechanical failure of, the toilet bowl or cistern in **Your Home** which results in complete loss of function.

(e) **Home security**

Damage to, or the failure of, external doors, windows or locks which compromises the security of **Your Home**.

(f) **Lost keys**

The loss of the only available set of keys to **Your Home** if **You** cannot replace them, or gain normal access.



## What is Not Covered by This Section

1. Any claim following an insured incident which happens during the first 48 hours from the start of **Your** period of cover if **You** take out this section at a different time from the main policy of which this section is a part.
2. Any incident or matter arising before the start of this section.
3. Any normal day-to-day **Home** maintenance which an insured person should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention.
4. The cost of redecorating, or cosmetic repairs to parts or equipment in **Your Home**.
5. Any claim where **Your Home** has been left **Unoccupied** for 30 consecutive days.
6. Any claim arising from an insured person's failure to comply with **Our** instructions in respect of the assistance being provided.
7. Any costs incurred before an insured person has notified **Us** of a **Home** emergency.
8. Any costs incurred where **Our** approved contractor has not been used.
9. Claims arising from any wilful or negligent act or omission by an insured person.
10. Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
11. Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
12. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
13. The malfunction or blockage of septic tanks, cesspits or fuel tanks.
14. Damage incurred in gaining necessary access to, or in reinstating the fabric of, **Your Home**.
15. Any claims arising out of subsidence, landslip or heave.
16. Any properties that **You** own that are not **Your** main residence or that **You** rent or let.
17. Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
18. Any claim related to an insured person's failure to purchase or provide sufficient gas, electricity or other fuel source.



19. Any costs incurred where **Our** approved contractor has attended but **Your Home** was Unoccupied.
20. **Home** emergencies caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
  - pollution or contamination of any kind.
21. Apart from **Us**, the insured person is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

## Conditions

1. Claims must be reported to **Us** as soon as possible and no later than 48 hours after **You** first become aware of the **Home** emergency.
2. An insured person must:
  - a) keep to the terms and conditions of this section;
  - b) maintain the **Home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **Home**;
  - c) try to prevent anything happening that may cause a claim;
  - d) take reasonable steps to keep any amount **We** have to pay as low as possible.
3. **We** can cancel this section at any time as long as **We** tell **You** at least 21 days beforehand. **You** can cancel this section at any time as long as **You** tell **Us** at least 21 days beforehand.
4. **We** will make every effort to provide the service at all times, but **We** will not be responsible for any liability arising from a breakdown of the service for reasons **We** cannot control.
5. **We** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, **We** will not pay to replace a carpet damaged by a leak or for time taken off work because of a **Home** emergency.
6. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
7. This section will be governed by English law.



# Exclusions Applying to Sections 1 - 5

This policy does not cover:

- A. Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

## 1. WAR RISKS AND TERRORISM

### A) War

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

### B) Terrorism

harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

- a) the use or threat of force and/or violence

and/or

- b) harm or damage to life or to property (or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

- C) any action taken in controlling preventing suppressing or in any way relating to (A) or (B) above.

## 2. SONIC BANGS

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 3. RADIOACTIVE CONTAMINATION

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.



#### 4. LOSS IN VALUE

Loss in value of any property following repair or replacement.

#### 5. POLLUTION

a) Pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring, and

b) All loss, damage or injury directly or indirectly caused by such pollution or contamination.

B. Any loss (including loss of value) of, or damage to the **Land** or any part of the **Land**

#### C. YEAR 2000 NON COMPLIANCE

(Not applicable to Section 3 - Property Owners Liability and Section 4 – Occupiers and Personal Liability)

Any claim, loss, liability or expense caused by or arising from directly or indirectly or in any way relating to any **Computer System** not being **Year 2000 Compliant**.

This exclusion shall not exclude subsequent loss or damage caused by a **Computer System** not being **Year 2000 Compliant** if such loss or damage is itself covered under this policy.

#### 6. ELECTRONIC DATA EXCLUSION

We will not cover

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:

i) computer viruses, erasure or corruption of electronic data;

ii) the failure of any equipment to correctly recognise the date or change of date.

#### 7. BIOLOGICAL AND CHEMICAL CONTAMINATION

We will not cover

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;

- (i) terrorism; and/or
- (ii) 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:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) 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.

## Conditions Applying to Sections 1-5

### 1. DUTY OF CARE

**You** must take all steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

### 2. CANCELLATION

**We** may cancel this Policy by sending 14 days notice by recorded delivery to **You** or **Your** last known address.

Where a claim has been made during the current **Period of Insurance** no refund or credit of premium will be due.

**You** have the right to cancel **Your** policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your** policy documentation.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the policy.



### 3. INSTALMENTS/DIRECT DEBIT

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current **Period of Insurance** the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

### 4. OTHER INSURANCES

If any accidental loss or damage covered by this Policy is insured elsewhere **We** will only pay **Our** rateable proportion of any claim.

### 5. FRAUD

All benefit under this Policy will be forfeited if any claim is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy.

### 6. NOTIFICATION OF CLAIMS

#### a) Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property.
- ii) advise **Us** as soon as reasonably possible and at **Your** expense provide full details and proofs as requested by **Us**.
- iii) take all steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- iv) within seven days of loss or damage by riot, civil commotion, strikes, labour disturbances or malicious persons, deliver to **Us** at **Your** own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurance covering such injury, loss or damage.

#### b) Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must

- i) advise **Us** immediately and as soon as possible provide full details and assistance as requested by **Us**.
- ii) immediately send to **Us** any letter, writ, summons, or other legal document issued against **You** or **Your** Family without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.



## 7. CONDUCT OF CLAIMS

### a) Our Rights

In the event of a claim **We** may

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- iii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

### b) Recovery of Lost or Stolen property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

## 8. GOVERNING LAW

**You** and **We** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

## 9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

## 10. DATA PROTECTION ACT 1998

**You** should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

## 11. SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.



In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## 11. MISREPRESENTATION

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

If there are any changes to your details during the **Period of Insurance** cover, please contact **Your** Insurance Adviser as soon as possible.

**Towergate Underwriting and Towergate Underwriting Household**  
are trading names of Towergate Underwriting Group Limited  
Towergate House, St Edward's Court, London Road, Romford, Essex RM7 9QD  
Tel: **01708 777710** Fax: **0344 892 1509**  
[www.towergate.co.uk](http://www.towergate.co.uk)  
Registered in England No. 4043759  
Authorised and regulated by the Financial Conduct Authority

