



KC Crystal. Your home insurance policy wording

Household Claims Helpline
Open 24 hours a day, 365 days a year

0845 122 3019

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Important Notice

Useful hints and tips to help you to protect your home

Please read this notice carefully as the advice it contains could help to prevent damage to your home. We are committed to supporting you with practical solutions to help you avoid some of the most common causes of damage.



Freeze and Escape of Water

- 1 If you leave your home unattended, leave the heating on low (around 15°C).
- 2 Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency.
- 3 Lag pipes in the loft and check that the header and water tanks are insulated.
- 4 Lag outside water taps to prevent them freezing and pipes bursting.
- 5 In severe cold weather open the loft hatch to warm the void.
- 6 Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest hint of water.
- 7 If you are going to be away for an extended period, consider draining down your plumbing and heating system, but please do so with professional advice.



Storm

- 1 Regularly check the condition of all roofs. In particular check garage, shed and flat roofs for signs of wear and tear, as this is of particular importance in heavy snow with the unexpected additional weight.
- 2 Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- 3 A blocked downpipe with trapped rainwater may crack or shatter in freezing conditions.
- 4 Consider cutting back low hanging tree branches which could cause damage in high winds.

Please note: Buildings in sound condition will be able to cope with most weather conditions. Please remember insurance is not a maintenance contract and you are responsible for maintaining your property in a good state of repair.



Theft

- 1 Burglar Alarms; the sirenbox will act as a visual deterrent to some extent and dummy sirens can be purchased cheaply. Choose a system that lets off an alarm or one that dials a programmed number such as your mobile phone.
- 2 It is highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors.
- 3 Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letter box.



Fire

- 1 A properly functioning smoke detector will alert you in the early stages of a fire giving as much time as possible to make an escape. Test your detector regularly.
- 2 Avoid leaving candles left unattended or in a place likely to be knocked over.
- 3 It is advisable to have extinguishers in the home.
- 4 Do not fill a chip pan with more than one third of fat or oil. Do not place food in the pan if the fat or oil is giving off smoke.
- 5 Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every 3 years and contain a current safety mark.

Important notices

Please note that this **home** insurance policy is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from **vermin**.

You should keep **your** property in good repair, and take reasonable steps to avoid loss or damage.

No claims discount

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include any available discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, at renewal any available discount will be reduced or removed. This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal.

Protection against fraud

Insurance fraud has an impact on both **us** and **our** customers, so **we** take certain measures to prevent it.

Fraud, misrepresentation and non-disclosure

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim;
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

How we deal with fraud to protect us and our customers

If **we** find that fraud has been committed **we** will have the right to:

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by **us**, including investigation and legal costs
- recover the cost of any previously paid claims

In addition, **we** may:

- inform the police, which could result in prosecution
- inform other organisations as well as anti-fraud databases

Household claims

24 hour claims helpline

The claims helpline is open 24 hours a day, 365 days a year a day,

0845 122 3019

Words written in **bold** have special meanings. These meanings are explained in the policy definitions section of **your** policy booklet on pages 7, 8, 9 and 41.

The Household Claims Helpline is a response service with operators who can immediately confirm whether **your** policy covers **you** for the **incident**.

We may record or monitor calls for training purposes or to improve the quality of **our** service.

We will not accept responsibility if any helpline service fails for reasons **we** cannot control.

When phoning, please have **your** policy number ready.

The Household Claims Helpline repair and replacement service

(This is available if **you** have a valid claim under this insurance.)

Repairs

- If it is an emergency, **we** will arrange for one of **our** approved repairers to contact **you** within two hours;
- If it is not an emergency, **we** will arrange for an approved repairer to contact **you** within 24 hours.
- **We** will pay the bill for any repairs if they are covered by this insurance. All **you** need do is pay any policy **excess** to **our** repairer.

Replacements

- **We** can arrange to replace any lost, damaged and stolen items directly to **you**.

For claims under section 3 – Personal legal protection

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the Personal legal protection insurance under **your** policy.

To make a potential claim under this policy, phone **us** on 0845 120 8415 and **we** will give **you** a reference number.

Ageas Legal Guard Assistance

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 tell **us** **your** policy number and the name of the insurance provider who sold **you** this policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

Legal Advice Service call 0845 120 8415

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.

Identity Theft Service call 0844 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of identity theft. **This helpline is open 8am-8pm, seven days a week.**

Counselling service call 0844 893 9012

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

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

Health and Medical information service call 0845 120 8415

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

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

Childcare Assistance call 0845 120 8415

DAS will arrange help following an emergency (such as illness or injury to an insured person) if a regular childminder cannot attend or **you** have to leave children at home unexpectedly.

Domestic Assistance Service call 0845 120 8415

If **you** have an emergency in **your** home that needs immediate attention **DAS** can arrange help from a contractor. **You** must pay the contractor's costs, including any call-out charges. However, if the damage is covered by **your** policy, **you** should phone the 24 hour claims helpline straight away.

Veterinary Assistance Service call 0845 120 8415

If **your** pet is injured, **DAS** can help to find a vet who can offer treatment.

Tax Advice Service call 0845 120 8415

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.**

KC Crystal Policy

This is **your** insurance policy. It is a contract of insurance between **you** and **us**, and is made up of this booklet and **your schedule**. It is based on the statements and information **you** gave **us** or the information that was given on **your** behalf when **you** applied for the insurance. **We** used that information to assess the cover **we** would provide for **you** and to set the premium and policy conditions **we** need for that cover.

If **you** filled in a **proposal form**, **we** will send **you** a copy of it if **you** ask **us** to. If **you** did not fill in a **proposal form**, **you** should already have a copy of all the information **you** gave **us**. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave **us** is wrong.

You should read this policy booklet and **your schedule** together. Please check them carefully to make sure they give **you** the cover **you** want. **You** have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium, less an administration charge of £25 (subject to Insurance Premium Tax where applicable). If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due.

If **your** needs change or any of the information given on **your proposal form** or on a **statement of insurance** changes, **we** might need to alter the **schedule**. Under the policy conditions, **you** must tell **us** about any changes. **We** will update the contract every time **we** agree to an alteration. **We** will give **you** a new **schedule** each time **we** renew the contract or make an alteration. If **you** ask **us** to, **we** will send **you** a new policy booklet when **you** renew **your** policy.

We agree to insure **you** under the terms and conditions set out in this policy booklet and the sections shown in the **schedule** for loss, damage, injury or liability that happens during the **period of insurance**.

Claims under section 3 - Personal legal protection covers claims that are made during the **period of insurance**.

Your schedule tells **you** which sections of this policy booklet apply. Opposite each heading of cover on those pages **you** will find some exceptions that tell **you** what is not insured under that heading. There are also some general exclusions on page 14 that apply to all of the contract of insurance.

You agree to pay the premium and to keep to the conditions of the policy.

Thank **you** for choosing the KC Crystal home insurance policy.

Signed



François-Xavier Boisseau - CEO, Insurance Ageas Insurance Limited

Definitions

All through this policy there are certain words printed in **bold**. These words have special meanings which are shown below and on pages 8 and 9.

Accidental damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

A room used as or originally built to be a **bedroom**, even if it is now used for something else.

Buildings

The **home** and fixtures and fittings, garden walls, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or jacuzzis, hard tennis courts and any **outbuildings** but not **garden items**.

Business equipment

Desktop and laptop computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture, **you** or **your family** own.

Computer viruses

A corrupting instruction from an unauthorised source that introduces itself through a computer system, network or software.

Contents

Household goods, **high-risk property**, **business equipment**, pedal cycles, **money**, **credit cards** and **personal belongings you** or **your family** own or are legally responsible for, but not:

- (a) items held or used for business purposes (either totally or partly) other than **business equipment**;
- (b) **motor vehicles**, aircraft, caravans, trailers, boats, or any of their parts and accessories;
- (c) animals, birds, fish or any living thing; and
- (d) interior decorations.

Credit cards

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

Domestic employees

A person employed to carry out domestic duties associated with **your home** and not employed by **you** in connection with any business, trade, profession or employment.

European area

Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean, but not countries of the Russian Federation or former USSR.

Excess

The amount **you** must pay towards each claim.

Family

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers or any other paying guests.

Garage

A structure originally built for storing a **motor vehicle** or **motor vehicles**.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Garden items

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your home**.

High-risk property

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals. **We** treat pairs or sets of items as one item.

Home

The property shown at the address in the **schedule**, landlord's fixtures and fittings that **you** are responsible for, and the property's **garages** and **outbuildings**, all at the same address and all used by **you** for domestic purposes only. If there are no business visitors to the property and no employees, one room may be used as an office. Unless **we** indicate otherwise in the **schedule**, the main building of **your** property must be made of brick, stone or concrete, and have a slate, tile, metal or concrete roof.

Definitions continued

Incident

Any event that might lead to a claim.

Landslip

Downward movement of sloping ground.

Maximum claim limit

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **maximum claim limit** for section 1 – **Buildings** is shown in **your schedule**.
- The **maximum claim limit** for Section 2 – **Contents** is shown in **your schedule**.
- The most **we** will pay for any one claim for **high-risk property** is shown in **your schedule**.

The limit shown in the **schedule** for **high-risk property** applies within (not in addition to) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**.

If the limits shown in **your schedule** are not enough, please contact **your** insurance adviser.

- The **maximum claim limit** for section 3 – Personal legal protection is £50,000 for all **incidents** that arise from the same original cause.

Money

Cash, cheques, gift cards, postal and money orders, National Savings Stamps and Certificates, unused current postage stamps, gas, electricity, television licence or other service payment stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers, but not items used for business purposes.

Motor vehicles

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not). This does not include:

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles an hour;
- golf trolleys which are controlled by someone on foot.

Outbuildings

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages**;
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

Period of insurance

The period of time covered by this policy, as shown in **your schedule** or until cancelled. Each renewal represents the start of a new **period of insurance**.

Personal belongings

Items worn, used or carried by **you** or **your family** in daily life, but not **money**, **credit cards** or items held or used for business purposes.

Proposal form and statement of insurance

The **proposal form you** signed or the **statement of insurance** that contains information **you** gave **us** and any other information **you** gave **us**. This includes information given on **your** behalf.

Schedule

The document that shows:

- **your** name and address;
- the **period of insurance**;
- the sections of this policy booklet that apply;
- the **excess**;
- the premium **you** must pay;
- the property that is insured;
- the **maximum claim limit**, and
- details of any extensions or endorsements.

We issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change the policy cover.

Definitions continued

Secured

- Outside doors are fitted with five-lever locks.
- The windows can be locked with keys.
- Up-and-over doors can be locked with keys.
- Double doors can be locked with keys, and mortise bolts are fitted at the top and bottom of one of the doors.
- **You** maintain the locks and bolts in full working order.
- **You** use the locks and bolts at night, when nobody is in the **home** and when the **home** is **unoccupied**.
- **Outbuilding** doors are fitted with a padlock or other key-operated security device; **outbuilding** windows are closed or sealed.
- **Garage** doors are fitted with a padlock or other key-operated security device; **garage** windows are closed or sealed.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Specified items

Specified items are items that have been individually identified to **us** and are shown in **your schedule**.

Storm

We consider **storm** to be strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow.

Heavy or persistent rain or snow alone does not constitute **storm** unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

Extreme rain or snow is:

- 25mm/1 inch or more of rain over a 1 hour period, or a proportionate amount over a shorter time; and
- 30cm/12 inches or more of snow within a 24 hour period (or less).

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Unfurnished

A **home** with not enough furniture for someone to live in it.

Unoccupied

A **home** not lived in or not intended to be lived in for more than 30 days in a row. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

We, our, us

Ageas Insurance Limited. Registered office address:

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

Registered in England and Wales No 354568.

You, your

The person or people shown in the **schedule** as 'the insured'.

Policy conditions

1 Your contract of insurance

Your policy is based on the **statement of insurance**, or the **proposal form** and declaration, this policy booklet and the **schedule**.

When **you** arranged this insurance:

- **you** gave **us** information which is shown on the **statement of insurance**; or
- **you** signed a declaration on the **proposal form** to say that the information on the form and any other information **you** have given **us** is true and accurate as far as **you** know.

The insurance will not be valid if:

- any information **you** have given **us** is not true and accurate; or
- **you** do not keep to the conditions of the policy.

You cannot make a claim if the insurance is not valid.

2 The law that applies

Unless **we** have agreed differently with **you** in writing, this contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

3 Rights of third parties

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

4 Changes

Your policy is based on the answers on the **statement of insurance** (or given on **your proposal form**). **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid.

In particular, **you** must tell **us**:

- if **you** change **your** address;
- if **you**, or any person named in **your schedule**, change job;
- if **you** or **your family** receive a county court judgement or conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- about any changes to **your buildings** that will increase the rebuilding costs;
- if **you** or **your family** have been declared bankrupt or been subject to bankruptcy proceedings;
- about any increase in the value of **your contents** or **personal belongings**;
- if someone other than a member of **your family** comes to live with **you**; and
- if **your home** will be **unoccupied** for more than 30 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make. These changes may result in a change to **your** premium and/or **excess**. **We** will not request from **you** or refund to **you**, any difference in premium following a change being made to **your** policy during the **period of insurance** if it is less than £10.

5 Precautions

You must take reasonable care to:

- keep **your home** in a good state of repair; and
- avoid or limit any loss, damage or injury.

6 Security

If **you** live in certain areas, **we** may insist that **you** have high-security locks and, in some cases, an alarm system fitted. To reduce **your** premium, **you** may have told **us** that **you** have these locks or an approved alarm.

We will print an endorsement on **your schedule** showing the security measures **you** have told **us** are fitted, when **you** must use them and the cover that is excluded if **you** do not use them. If **we** have insisted that **you** have this security, but it is not fitted or **you** do not keep it in good working order, the cover under the policy will not be valid for theft, attempted theft or malicious damage.

7 Cancelling the policy and the cooling-off period

An administration charge of £25 (subject to Insurance Premium Tax) applies to all cancellations. **You** have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, we will refund **your** full premium, less the administration charge. If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due.

You may cancel **your** policy at anytime after the cooling-off period by telephoning or writing to us. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy, less the administration charge. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

We or anyone **we** authorise have the right to cancel this policy at any time by sending **you** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Changes to the information detailed on **your proposal form** or on a **statement of insurance** or **schedule** which may result in the risk no longer being acceptable to **us**.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover.

Policy conditions continued

As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy, less the administration charge. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. For cancellation of Section 3 – Personal Legal Protection, please see page 38 of your policy.

8 Other insurances

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

9 Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

10 Data Protection Notice

Please refer to the Data Protection Notice on page 46, which contains important information about **our** use of **your** personal details.

Please make sure that **you** read the Data Protection Notice carefully.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information in this way. As the terms of the Data Protection Notice will also apply to anyone else insured under **your** policy, **you** should also show the Data Protection Notice to anyone else whose name **you** give to **us** in connection with **your** policy.

11 How to make a claim

If **you** are aware of an **incident** that might give rise to a claim or **you** need to make a claim, **you** must do the following as soon as possible.

Buildings and/or Contents

Call **our** claims helpline on **0845 122 3019** to report the **incident**.

- Tell the police as soon as reasonably possible if something is lost or if **you** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- If **we** have asked **you** to fill in a claim form, send this back to **us**, with everything **we** have asked for, within 30 days of **us** sending it to **you**.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Take reasonable action to protect the property from further loss or damage.

You must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any **incident**; or
- negotiate or settle any claims made against **you** by anyone else, unless **we** agree in writing that **you** can.

We can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can also take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this policy.

Personal legal protection

If **you** or **your family** are claiming for legal protection, please phone 0845 120 8415 between the hours of 9.00am and 5.00pm, Monday to Friday.

Under no circumstances should **you** or **your family** instruct a solicitor as **we** will not pay their costs and it could stop the claim from being covered.

- **We** will take details over the phone and send out a claim form which should be completed and returned.
- On receipt of the fully completed claim form **we** will assess the circumstances and make sure that the claim is covered. **We** cannot help if it is more likely than not that the dispute would be lost in court since it will not be possible to achieve the remedy being sought if that is the case.
- On acceptance of a claim **we** will arrange for a solicitor to quickly contact **you** or **your family** to progress the case. The solicitor will try to resolve the dispute without delay however matters cannot always be resolved quickly if the other side is slow to co-operate or a legal time table is decided by the courts.

12 How we will settle your claim

When settling **your** claim **we** have the following options available to **us** and **we** will decide which is most appropriate:

- Repair
- Replace
- Rebuild
- Payment

We may offer to repair, replace or rebuild any loss or damage through one of **our** approved suppliers, however, should **you** prefer to use **your** own supplier **you** may, providing **you** agree this with **us** beforehand. Should **you** use **your** own supplier, any payment made would not normally exceed the discounted amount **we** would have paid **our** approved supplier. All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace **your buildings** and/or **contents**, **we** will send **you** a payment representing:

- the amount by which the **buildings** and/or **contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild **your buildings** and/or **contents**;

whichever is the lowest.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay a cash settlement, then payment will not exceed the discounted replacement price **we** would normally pay.

If **you** make a claim, **we** may ask for evidence that **you** own the item **you** are claiming for.

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings**,

Policy conditions continued

contents or personal possessions sections, **we** will only take off one **excess**.

This will be the highest **excess** shown in **your schedule** for the sections concerned.

Important

You must make sure that the **maximum claim limit** is accurate.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your home**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents** of **your home** with new items of the same or nearest equivalent quality and type.
- For **specified items** of **personal belongings**, **high-risk property** or any other **specified** item, the amount shown on the **schedule** must be enough to replace the item as new.

When an **incident** happens:

- if the **maximum claim limit** under any section is less than the current cost of replacing, repairing or rebuilding the property as new; or
- if any amount shown in the **schedule** for **personal belongings**, **high-risk property**, pedal cycles or any other **specified** item is less than the current cost of replacing the item as new;

we may apply the following:

- **Buildings**
If, at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim.

- **Contents**
If, at the time of any loss or damage, the **contents** sum insured is not enough to replace the entire **contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what your premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay your claim.

Matching pairs or sets

We treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. **We** will only pay for lost or damaged items. **We** will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves.

This loss of value is not covered by the policy.

Matching carpets

If **you** have a matching carpet or other floor covering in more than one room or area, **we** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

Buildings section

If **you** keep **your buildings** in good repair, **we** will pay the cost of repairing, replacing or rebuilding the **buildings**, but **we** will take off an amount (if appropriate) for wear and tear if **you** claim for:

- flat or felt roofs; or
- gates or fences damaged by falling trees.

Protecting sums insured

The **maximum claim limit** under the **buildings** and **contents** sections will not be reduced if **you** make a claim.

13 Your policy

Your policy is based on the answers that **you** gave about yourself which allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover.

If any of the answers were incorrect or have changed, and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim. If **you** are in any doubt as to whether a piece of information is relevant, please ask **us**. **We** will be happy to give advice.

As a guide, here are a few examples. The list does not cover all possible changes.

Example a

The contract of insurance covers **you** if **your home** is **unoccupied** for up to 30 days in a row. **You** have told **us** that **your home** will not be left **unoccupied** for more than 30 days in a row. If this changes and **your home** will be left **unoccupied** for longer than 30 days in a row, **you** must tell **us**. If the **home** is left **unoccupied** for more than 30 days, the chances of a loss arising increase and any damage is likely to be greater than it would be if the property was occupied. So, **our** assessment of the risk would be different for an **unoccupied** property.

Policy conditions continued

Example b

The property covered by this policy is shown in **your schedule** of insurance. If **you** change **your** address, this may influence the premium or the cover **we** are prepared to provide. **You** may need to have a higher level of security, for example, special locks are a condition for cover in some areas of the country. So, a change of address is a fact **you** should report to **us** before **you** move.

14 Index-linking

If **you** have requested a specific sum insured amount for **buildings** or **contents** cover on which to base **your** premium, **we** will change the **maximum claim limit** each month. **We** will assess it each year on the renewal date. The change will be in line with the published Consumer Durables Index for **contents** cover and the House Rebuilding Cost Index for **buildings**.

The amended **maximum claim limit** and the renewal premium will be shown in **your** renewal notice. **We** will not reduce these limits if an index value reduces unless **you** ask **us** to do so. Index-linking the **buildings maximum claim limit** will continue during replacement or repair following a loss or damage as long as the replacement or repair is carried out without unnecessary delay.

If **you** have not requested a specific sum insured amount for **buildings** or **contents** index linking will not apply.

15 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

16 Lapsed policy warning

In some situations (for example, if **you** live in an area likely to flood) if **you** decide not to renew **your** policy with **us**, **you** may find it difficult to arrange alternative cover or start a new policy with **us** at a later date. To avoid any breaks in **your** cover, **you** should make sure **your** new insurance application has been accepted before **your** current policy expires.

Policy exclusions

The policy does not cover the following.

- Any loss or damage (including related cost or expense) caused by any act of terrorism no matter whether any other cause or event contributes at the same time or in any other order to the loss.

For the purpose of this exclusion, an act of terrorism means using or threatening to use:

- force or violence (or both); or
- biological, chemical or nuclear force.

The act must be carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear.

However, losses caused by or resulting from riot, strike, civil commotion and malicious damage are not excluded.

- Any action taken to control or prevent terrorism.
- Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
 - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
 - riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;
 - property being confiscated or detained by customs or other officials;
 - pressure waves caused by aircraft and other flying objects travelling at any speed;
 - ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
 - war, invasion, revolution or any similar event.
- Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the pollution or contamination:
 - did not happen suddenly;
 - was the result of an intentional act;
 - was expected or should have been expected;
 - happened before the policy started; or
 - is not reported to **us** as soon as possible and within 30 days of the end of the **period of insurance** in which it happened.

- Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:
 - loss of earnings, travel costs, loss assessor fees, the cost of preparing a claim, compensation for stress and/or inconvenience.
- Property more specifically covered by another policy of insurance.
- Any criminal or deliberate act by **you** or **your family**.
- Any reduction in the market value of any property following its repair or reinstatement.
- Any loss, damage, injury or accident that commenced before this policy came into force.

Your policy does not cover claims arising from wear and tear or gradual deterioration. It is your responsibility to keep your home in a good condition.

Section 1 - Buildings (This section applies only if shown in the schedule)

What is insured

Your buildings are covered under this section.

The most we will pay

The most **we** will pay for loss of or damage to the **buildings** is the **maximum claim limit** shown in the **schedule**.

The causes covered

The **buildings** identified in the **schedule** are covered for loss or damage caused by any of the following;

- 1 Fire, smoke, explosion, lightning or earthquake.
- 2 Riot, civil commotion and labour or political disturbances and strikes.
- 3 Malicious damage.
- 4 The **buildings** being hit by:
 - aircraft or other flying objects or anything dropped from them;
 - fireworks;
 - vehicles, trains or trams;
 - falling aerials, masts or satellite dishes;
 - falling trees or branches;
 - animals or birds; or
 - lamp posts or telegraph poles.
- 5 **Storm** or flood.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
- 2 Loss or damage that is not reported to the police within seven days.
- 3 Malicious damage caused:
 - by **you** or **your family**;
 - by a person lawfully allowed to be in **your home**;
 - or
 - when **your home** is **unoccupied** or **unfurnished**.
- 4 Loss or damage
 - caused by domestic animals, birds or pets;
 - to aerials, aerial fittings, satellite dishes or masts;
 - arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged **your buildings**; or
 - to hedges, gates and fences.
- 5 Loss or damage
 - to gates, fences or swimming-pool, Jacuzzi and hot tub covers;
 - caused by frost;
 - caused by **subsidence**, ground **heave** or **landslip** (this damage is covered under cause 6);
 - that happens gradually over a period of time;
 - that does not arise from one identifiable event which directly and immediately caused the loss or damage; or
 - to cellars and basements as result of a rise in the water table.

Section 1 - Buildings continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 6 **Subsidence** or ground **heave** of the site the **buildings** stand on, or **landslip**.

- 7 Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet.

We will also reimburse reasonable costs **you** have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings. **You** must get **our** agreement before work starts in order to receive this benefit. **We** will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak.

This cover is provided within (not in addition to) the **maximum claim limit** for **buildings**.

- 8 Theft or attempted theft.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 6 Loss or damage:
- to the **buildings** or their foundations because the materials they are built from shrink or expand;
 - caused by the compaction of infill;
 - to the **buildings** or their foundations by **settlement**; unless the **settlement** is caused by **subsidence** of the site on which the **buildings** stand;
 - caused by the sea or river wearing away the land;
 - caused by defective materials, faulty design or faulty workmanship;
 - caused by foundations which do not meet the Building Regulations at the time of construction;
 - caused by foundations that do not meet the NHBC guidelines at the time of construction;
 - caused by demolishing, structurally altering or repairing the **buildings**;
 - to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause;
 - to walls, gates, hedges, **outbuildings**, fences, paths, drives, patios, terraces, service tanks, swimming pools, ornamental pools or tennis courts, unless the main building is damaged at the same time and by the same cause; or
 - for which compensation is provided by contract or legislation.

Damage that started before this policy came into force.

Loss of market value after repairs.

- 7 Loss or damage:
- when **your home** is **unoccupied** or **unfurnished**;
 - that has been happening gradually over a period of time;
 - that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or
 - caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.

Subsidence, heave or **landslip** of the site the **buildings** stand on caused by escape of water (this damage is insured under cause 6 and the corresponding exclusions and **excess** apply).

Repairs to the pipework or other parts of the water or heating system unless caused by freezing.

Costs **we** have not agreed to.

- 8 Theft or attempted theft:
- by **you** or any member of **your family, domestic employees**, lodgers, paying guests or tenants; or
 - when **your home** is **unoccupied** or **unfurnished**.

Section 1 - Buildings continued (This section applies only if shown in the schedule)

What is insured

The causes covered

9 Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system. **We** will also reimburse reasonable costs **you** have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings. **You** must get **our** agreement before work starts in order to receive this benefit. **We** will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak. This cover is provided within (not in addition to) the **maximum claim limit** for **buildings**.

10 Property owner's liability
We will pay all amounts **you** or a member of **your family** legally have to pay for causing;

- death, bodily injury, illness or disease; and
- loss of or damage to property;

which is caused by an accident happening in or around the **buildings** during the **period of insurance** and which arise:

- from **you** owning but not occupying the **buildings**;
- or
- from faulty work on any private home (within the United Kingdom, the Isle of Man or the Channel Islands) which **you** sold or moved out of before the injury or damage happened (this insurance will continue for seven years from the date **your** policy ends or is cancelled, but will not apply if the policy is invalid or **your** liability is covered by a more recent policy).

The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **schedule**.
 If **you** die, **we** will indemnify (protect) **your** legal representative against **your** or **your family's** liability.

11 Professional fees and costs
 Necessary and reasonable expenses for rebuilding or repairing the **buildings** as a result of damage insured under this section, including:

- architects', surveyors' and legal fees;
- the cost of clearing debris from the site, clearing drains and demolishing or shoring up the **buildings**; and
- other costs necessary to keep to government or local authority requirements, unless **you** had received notice to meet the requirements before the damage happened.

What is not insured

The **excess** shown in the **schedule** for every incident.

9 Loss or damage:

- when **your home** is **unoccupied** or **unfurnished**;
- that has been happening gradually over a period of time; or
- that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.

Repairs to the pipework or other parts of the heating system.
 Costs **we** have not agreed to.

10 Any amount for death, bodily injury, illness or disease to **you**, **your family** or any **domestic employee**.
 Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to **you**.
 Liability arising directly or indirectly from:

- any lift (other than a stairlift) **you** own or **you** are responsible for maintaining;
- any deliberate or malicious act;
- occupation of any land or building;
- using the **home** for any business, trade, profession or employment; and
- any agreement unless **you** would have had that liability without the agreement.

Any claim where **you** would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.
 Any amount above the amount shown in the **schedule**.

11 The cost of preparing a claim.

Section 1 - Buildings continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 12 Underground pipes, drains and cables
The cost of repairing accidental breakage to the fabric of cables, underground pipes, drains and tanks (and their inspection covers) serving **your home** and for which **you** are responsible.
- 13 Glass and sanitaryware
Accidental breakage to:
- fixed glass and ceramic hobs built into cookers that are permanent fixtures in **your home**;
 - sanitary fixtures and fittings in **your home**; and
 - solar panels.
- 14 Rent and alternative accommodation
Rent **you** would have received or are responsible for paying while the **buildings** cannot be lived in because of damage insured by this section. **We** will also pay the reasonable costs of necessary alternative accommodation for **you**, **your family** and **your** domestic pets if the **buildings** cannot be lived in because of damage insured by this section.
The most **we** will pay in any one **period of insurance** is shown in the **schedule**.
This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **buildings**.
- 15 Buyer's cover
If **you** have exchanged contracts to sell **your home**, **we** will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.
- 16 If **you sell your home**
If **you** have exchanged contracts to sell **your home**, **we** will continue to provide cover until the sale goes through as long as:
- this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of "conclusion of missives"); and
 - **you** have already insured **your new home** under this policy.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 12 Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.
Natural failure, wear and tear of drains.
Deterioration of materials, faulty design and drainage which did not meet the Building Regulations at the time of construction.
Damage to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.
- 13 Loss or damage caused by scratching or denting.
Damage caused when **your home** is **unoccupied or unfurnished**.
The cost of replacing undamaged items.
Damage to window or door frames.
- 14 Any amount above the amount shown in the **schedule**.
- 15 Any amount above the amount shown in the **schedule**.

Section 1 - Buildings continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 17 Protection against damage caused by emergency services
We will pay for damage to **your buildings** caused by the emergency services if they cause damage while getting into **your home** to deal with an emergency. **We** will also pay for damage to **your garden items** (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at **your home**.
- 18 Protection against squatters
 If squatters live in **your home**, **we** will pay up to the **maximum claim limit** shown in the **schedule** towards **your** legal costs for removing them. **You** must get **our** agreement in writing before **you** start proceedings to receive this benefit.
 The most **we** will pay in any one **period of insurance** is shown in the **schedule**.
 This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **buildings**.
- 19 Replacement locks and keys
We will pay the cost of replacing and installing locks on outside doors if:
 - **your** keys are lost outside the **home** or are stolen; or
 - they are damaged inside the **home** by an event insured under this section.
 If **you** insure both **your buildings** and **contents** under this policy and make a claim for replacement locks and keys, **we** will make one claims payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same **incident**.
 The most **we** will pay for any one claim is the amount shown in the **schedule**.
 This cover is provided within the **maximum claim limit** for **buildings**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 18 Legal costs for removing the squatters while **your home** or any part of it is:
 - lent, let or sublet to or occupied by someone who is not a member of **your family**; or
 - **unoccupied** or **unfurnished**.
 Costs **we** have not agreed to in writing.
 Any amount above the amount shown in the **schedule**.
- 19 Any amount above the amount shown in the **schedule**.

Section 1 - Buildings continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 20 Compulsory evacuation alternative accommodation
We will pay the reasonable cost of necessary alternative accommodation for **you, your family, your** domestic pets and horses if the **buildings** cannot be lived in because a local authority prohibits **you** from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of compulsory evacuation.
 If **you** insure both **your buildings** and **contents** under this policy and make a claim for compulsory evacuation, **we** will make one claims payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same **incident**.
 The most **we** will pay in any one **period of insurance** is shown in the **schedule**.
 This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **buildings**.
- 21 Newly acquired fixtures
We will cover **your** newly acquired fixtures for loss or damage covered under this section for a period of 60 days from the date that **you** purchase them if **your buildings maximum claim limit** is exceeded.
We reserve the right not to insure any newly acquired fixtures after the 60th day. For this cover to apply **you** must agree to increase the **buildings maximum claim limit** and pay any additional premium that is due.
 The most that **we** will pay for any one claim is the amount shown in the **schedule**.
 This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **buildings**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 20 Any amount above the amount shown in the **schedule**.
- 21 Any amount above the amount shown in the **schedule**.

Section 1 - Buildings optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

What is insured

Your buildings are covered under this section.

The most we will pay

The most **we** will pay for loss of or damage to the **buildings** is the **maximum claim limit** shown in the **schedule**.

The causes covered

22 Accidental damage

What is not insured

The **excess** shown in the **schedule** for every **incident**.

22 Loss or damage:

- by any cause or event already covered under Section 1 **Buildings**;
- caused by wear and tear, loss of value or lack of maintenance;
- caused by movement of the land the **buildings** are on;
- caused by any part of the **buildings** moving, settling or shrinking; demolishing or structurally altering or repairing the **buildings**;
- caused by insects, moths, **vermin**, parasites, wet rot, dry rot, fungus, atmospheric conditions, light or other gradual causes;
- happening gradually over a period of time;
- caused by altering, washing, cleaning, restoring, maintaining, repairing, dismantling or misusing the **building**;
- caused by frost;
- caused by faulty workmanship, design or materials;
- caused by chewing, scratching, tearing or fouling by domestic animals and pets;
- caused by the effects of chemicals;
- caused by electrical or mechanical breakdown.
- caused by a person **your home** or any part of it is lent, let or sublet to;
- caused by **storm** damage to fences, gates, hedges and swimming pool covers;
- caused maliciously by **you** or **your family** or by a person lawfully allowed to be in **your home**;
- arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged **your buildings**;
- that does not arise from one identifiable event which directly and immediately caused the loss or damage;
- that would not have arisen if there had not been a failure to deal with existing damage which should have been noticed and where there has been an unnecessary delay in starting repairs;
- caused by rain or water entering the **home**, as a result of faulty workmanship, poor maintenance or wear and tear;
- when **your home** is **unoccupied** or **unfurnished**;
- damage to hot tubs and Jacuzzis;
- to drainage which did not meet the Building Regulations at the time of construction; and

Section 1 - Buildings optional cover - Accidental damage extension continued

(This section applies only if shown in the schedule)

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.

Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.

The cost of maintenance or routine redecoration.

Section 2 - Contents (This section applies only if shown in the schedule)

What is insured

Your and your family's contents are covered when they are:

- in the **buildings** of the **home**; and
- in the open but within the boundary of the **home**.

The most we will pay

The **contents** are covered up to the **maximum claim limit** shown in the **schedule** when in the main **building of your home**. However, the following limits apply.

High-risk property

- The most **we** will pay for any one claim is the **maximum claim limit** for **high-risk property** shown in the **schedule**.
- The most **we** will pay for any one item is the **maximum claim limit** shown in the **schedule**.

Business equipment

- The most **we** will pay for any one claim is the **maximum claim limit** for **business equipment** shown in the **schedule**.
- The most **we** will pay for any one item of **business equipment** is the **maximum claim limit** shown in the **schedule**.

Contents in the open (but within the boundary of **your home**)

- The most **we** will pay for any one claim is the **maximum claim limit** for **contents** in the open shown in the **schedule**.

Money

- The most **we** will pay for any one claim is the **maximum claim limit** for **money** shown in the **schedule**.

Credit cards

- The most **we** will pay for any one claim is the **maximum claim limit** for **credit cards** shown in the **schedule**.

Deeds and document

- The most **we** will pay for any one claim is the **maximum claim limit** for deeds and documents shown in the **schedule**.

Metered oil or water

- The most **we** will pay for any one claim is the **maximum claim limit** for metered oil or water shown in the **schedule**.

What is not insured

The **excess** shown in the **schedule** for every **incident**. Anything more specifically insured in another part of this policy.

Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

The **contents** are covered for loss or damage caused by the following.

- 1 Fire or smoke, explosion, lightning or earthquake.
- 2 Riot, civil commotion and labour or political disturbances and strikes.
- 3 Malicious damage.
- 4 **Your home** being hit by:
 - aircraft or other flying objects, or anything dropped from them;
 - vehicles, trains or trams;
 - fireworks;
 - falling aerials, masts or satellite dishes;
 - falling trees or branches;
 - animals or birds; or
 - lamp posts or telegraph poles.
- 5 **Storm** or flood.
- 6 **Subsidence** or ground **heave** of the site **your home** stands on, or **landslip**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
- 2 Loss or damage that is not reported to the police within seven days.
- 3 Malicious damage caused:
 - by **you** or **your family**;
 - by a person lawfully allowed to be in **your home**;
 - when **your home** is **unoccupied** or **unfurnished**;
 - or
 - by **computer viruses**.
- 4 Loss or damage caused by domestic animals, birds or pets.
The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged **your contents**.
Damage caused by cutting down all or part of a tree.
- 5 **Storm** or flood damage to property away from **your home** and not in a building.
Loss or damage that happens gradually over a period of time.
Loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.
- 6 Loss or damage caused by:
 - the sea or river wearing away the land;
 - faulty design or construction of the **buildings** or their foundations;
 - demolishing, altering or repairing the **buildings**; or
 - the foundations of the building or the materials from which they are built shrinking or expanding.
 Loss or damage for which compensation is provided by contract or legislation.
Damage that started before this policy came into force.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 7 Escaping water
Water leaking from any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.
- 8 Theft or attempted theft
The most **we** will pay for any one claim for theft of **contents** from an **outbuilding** or **garage** is the **maximum claim limit** for theft of **contents** in an **outbuilding** or **garage** shown in the **schedule**.
The most **we** will pay for any one claim for theft of **contents** from a **secured outbuilding** or **garage** built of brick, stone or concrete and kept in good repair is the **maximum claim limit** for theft of **contents** in a **secured outbuilding** or **garage** shown in the **schedule**.
The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £10,000 unless stolen from a fixed, locked safe.
- 9 Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 7 Loss or damage:
- to the fixed domestic water or heating system itself;
 - when the main building of **your home** is **unoccupied** or **unfurnished**;
 - that has been happening gradually over a period of time;
 - that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or
 - caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.
- 8 Theft or attempted theft:
- by deception, unless entry only is gained by deception;
 - by **you** or any member of **your family**, **domestic employees**, lodgers, paying guests or tenants;
 - when **your home** is **unoccupied** or **unfurnished**;
 - when **your home** or any part of it is lent, let or sublet to or occupied by someone who is not a member of **your family**, unless force causing damage to the main building of the **home** was used to get in or out of the building; or
 - of **money**, unless force causing damage to the main building of the **home** was used to get into or out of the building.
- 9 Loss or damage to the fixed domestic oil-fired heating system itself.
Loss or damage that has been happening gradually over a period of time.
Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 10 Accidental breakage to television sets (and their aerials), satellite receivers or decoders, radios, audio equipment, video-recording equipment, DVD players and games consoles capable of playing DVDs or desk-top personal computers.
- 11 Accidental breakage in **your home** to:
- fixed glass in furniture (but not glass in pictures or clocks);
 - glass shelves;
 - glass tops to furniture;
 - fixed glass in mirrors; or
 - ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.
- 12 Accidental loss of metered water or oil in domestic heating systems.
The most **we** will pay is the **maximum claim limit** shown in the **schedule**.
This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.
- 13 Damage to food in any refrigerator or deep freezer caused by:
- a rise or fall in temperature; or
 - contamination by refrigerant or refrigerant fumes.
- The most **we** will pay is the **maximum claim limit** shown in the **schedule**.
This cover is provided within (not in addition to) the **maximum claim limit** for **contents**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 10 Damage:
- to items designed or intended to be hand-held, carried or portable including e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite navigation systems and laptop computers;
 - to musical instruments;
 - to television sets, caused whilst using electronic gaming equipment;
 - to records, compact discs, computer disks, cassettes, tapes, DVDs or other data storage devices;
 - caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item;
 - caused by wear and tear or deterioration;
 - caused by electrical or mechanical breakdown;
 - from light, or atmospheric or climatic conditions;
 - caused by scratching or denting;
 - caused by **computer viruses**; or
 - when **your home** is **unfurnished** or **unoccupied**.
- Loss, destruction or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time.
Loss of data or information arising as a result of any computer data-processing equipment or similar equipment failing to correctly recognise any date or time.
- 11 Loss or damage caused by scratching or denting.
- 12 Any amount above the amount shown in the **schedule**.
Loss while the **home** is **unoccupied** or **unfurnished**.
- 13 Loss or damage caused by:
- **your** power supply being cut off by the supplier; or
 - a strike, a lockout or an industrial dispute.
- Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

14 Public and personal liability

We will pay all amounts **you** or a member of **your family** legally have to pay for causing:

- death, bodily injury, illness or disease; or
- loss of or damage to property;

which is caused by an accident happening during the **period of insurance** and arising;

- from **your** occupation (but not ownership) of the **buildings**;
- in a private role not connected with owning the **buildings**; or
- from the employment by **you** or **your family** of **domestic employees**.

The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **schedule** plus any costs and expenses **we** agree in writing.

If **you** die, **we** will indemnify (protect) **your** legal representative against **your** or **your family's** liability.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

14 Death, bodily injury, illness or disease suffered by **you**, **your family** or a **domestic employee**.

Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to **you** or **your family**.

Liability arising out of owning, using or possessing any:

- mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour;
- aircraft, except model aircraft that have a wing span of less than 10 feet;
- gliders, hang-gliders and microlights;
- hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian-controlled models or toys and hand or foot-propelled boats;
- caravans, horse boxes, trailers or trailer tents;
- firearms, except legally held sporting guns used for sporting purposes;
- animals - however, you are insured for domestic dogs, except those specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or
- lift (other than a stairlift) **you** own or **you** are responsible for maintaining.

Injury or damage arising from:

- a direct or indirect result of an assault or alleged assault;
- any deliberate or malicious act;
- hunting or racing of any kind, except on foot; or
- **your** business, trade, profession or employment.

Any claim where you would be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.

Liability arising from any disease or virus that **you** pass on to another person.

Any liability **you** have under a contract, unless **you** would have had that liability without the contract.

Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.

Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

15 Liability for **domestic employees**

We insure **you** against **your** legal liability for all amounts **you** have to pay for accidental bodily injury which happens to any of **your domestic employees** during the course of their work or which is caused by **you** during the **period of insurance**.

Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.

The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **schedule** plus any costs and expenses **we** agree in writing.

16 Tenant's liability

We insure **you** against **your** legal liability as a tenant of **your home** for all amounts **you** have to pay for:

- damage to the structure of **your home**, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy;
- the cost of repairing **accidental damage** to the cables, underground pipes and drains (and their inspection covers) which serve **your home**;
- accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and
- accidental breakage to fixed sanitary fittings and bathroom fittings.

The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **schedule** plus any costs and expenses **we** agree in writing.

If **you** make a claim **you** will need to provide evidence that **you** are legally liable for the damage.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

15 Any amount above the amount shown in the **schedule**.

16 Any amount above the amount shown in the **schedule**.

Damage to the structure of **your home**, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy, while **your home** is **unoccupied** or **unfurnished**.

Loss or damage excluded under any of the causes 1 to 9 of section 2 - **Contents**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

17 Unpaid damages

We will pay the unpaid amount of any award made in **your** favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.

We will pay the amount if:

- (a) **you** have not received full payment within three months of the date of the award;
- (b) the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands;
- (c) **you** would have had a valid claim under cause 14 of this policy if the award had been made against **you**; and
- (d) there is not going to be an appeal.

After **we** have made a payment, **we** may enforce **your** rights against the person who should have made the payment. (In this case, **we** will keep any amounts **we** get back.)

The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **schedule** plus any costs and expenses **we** agree in writing.

18 **Contents** temporarily removed

Your contents are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from **your home** but within the United Kingdom, the Isle of Man or the Channel Islands.

However, for theft of **your contents** (excluding **money**), the theft must be from:

- any bank or safe deposit, or while **you** or any member of **your family** are taking the items to or from the bank or safe deposit;
- a **home** or a building **you** or **your family** are working or living in temporarily; or
- any other building if there are visible signs that force or violent means were used to get into or out of the building.

Money is covered away from **your home** only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.

The most **we** will pay for any one claim is the amount shown in the **schedule**.

This cover is provided within (not in addition to) the **maximum claim limit** for **contents**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

17 Any amount above the amount shown in the **schedule**.

18 Loss or damage:

- to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- by **storm**, flood or malicious damage to items not in a building;
- in halls of residence or student accommodation;
- to any item taken out of **your home** to sell, display or exhibit;
- during removals; or
- from a caravan, mobile home or motor home.

Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 19 Rent and alternative accommodation
If **you** cannot live in **your home** because of damage insured under this section:
- **we** will pay the reasonable cost of necessary alternative accommodation for **you, your family** and **your** domestic pets until **you** can live in **your home** again; and
 - if **you** are a tenant, **we** will also pay any rent **you** have to pay while **you** are not living in **your home**.
- The most **we** will pay in any one **period of insurance** is shown in the **schedule**.
This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.

- 20 Replacement locks and keys
We will pay the cost of replacing and installing locks on outside doors if:
- **your** keys are lost outside the **home** or are stolen; or
 - they are damaged inside the **home** by an event insured under this section.
- If **you** insure both **your buildings** and **contents** under this policy and make a claim for replacement locks and keys, **we** will make one claims payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same **incident**.
The most **we** will pay for any one claim is the amount shown in the **schedule**.
This cover is provided within (not in addition to) the **maximum claim limit** for **contents**.

- 21 Household removal
If **your contents** are professionally packed and carried, **we** will insure **you** against loss or damage to the **contents** while they are:
- being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between **your** old address and **your** new address;
 - on their way to or from a furniture depository; and
 - being loaded or unloaded.

- 22 Fatal injury
If **you** or any member of **your family** have a fatal injury:
- caused by a fire in **your home**; or
 - as a result of an assault in **your home**;
- we** will pay the amount shown in the **schedule** for the person who dies, but only if they die within 12 months of the fire or assault.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 19 Any amount above the amount shown in the **schedule**.

- 20 Any amount above the amount shown in the **schedule**.

- 21 Loss of or damage to:
- glass or other fragile items; or
 - property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions.)

- 22 Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the **schedule**)

What is insured

The causes covered

23 Wedding and Civil Partnership Ceremony Insurance.
 The **maximum claim limit** under this section is increased by the amount shown in the **schedule** for 30 days before and 30 days after **your** or any member of **your family's** wedding day or civil partnership ceremony, to cover wedding and civil partnership ceremony gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, **we** will insure the gifts against loss or damage when they are:

- in **your home**;
- in the building where the wedding or civil partnership ceremony reception is held; or
- being transported between **your home** and the reception.

This increase will only affect the **maximum claim limit** and does not increase any other limits shown in the policy or **schedule**.

24 Birthday increase
 The **maximum claim limit** under this section is increased by the amount shown in the **schedule** 30 days before any member of **your family's** birthday, to cover birthday gifts purchased for members of **your family**.
 This increase will only affect the **maximum claim limit** and does not increase any other limits shown in the policy or **schedule**.

25 Religious festival increase
 The **maximum claim limit** under this section is increased by the amount shown in the **schedule** during the month of **your** religious festival to cover gifts and extra food and drink bought for the religious festival.
 This increase will only affect the **maximum claim limit** and does not increase any other limits shown in the policy or **schedule**.

26 Guests' **personal belongings**
We will cover **your** guests' and visitors' **personal belongings** while in **your home** for the causes insured 1 to 9 listed on the previous pages if they are not insured under any other policy.
 The most **we** will pay is the amount shown in the **schedule**.
 This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

23 Any amount above the amount shown in the **schedule**.

24 Any amount above the amount shown in the **schedule**.

25 Any amount above the amount shown in the **schedule**.

26 Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages.
 Loss or damage if any item is insured under any other policy.
 Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 27 Shopping in transit
Loss of or damage to food and other items while **you** are bringing them to **your home** from the shop or shops where **you** bought them.
The most **we** will pay is the amount shown in the **schedule**.
This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.

- 28 Tenant's **home** improvements
If **you** are a tenant of **your home**, **we** will pay for loss of or damage to interior decorations and any **home** improvements **you** have paid for, as long as this loss or damage is as a result of any of the causes covered in this section.
The most **we** will pay in any one **period of insurance** is the **maximum claim limit** shown in the **schedule**.
This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.

- 29 Counselling fees
If **you** or members of **your family** suffer emotional stress as a result of a cause insured under this section, **we** will pay **you** the cost of any professional counselling provided:
- **we** have approved the counselling;
 - counselling has been recommended by a qualified medical practitioner.
- The most **we** will pay is the amount shown in the **schedule**.
This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.

- 30 Dual **contents** cover
We will cover **your contents** up to the **maximum claim limit** shown in **your schedule** while they are in a new **home** that **you** have exchanged, but not completed contracts on, one week before **you** move into the new **home**.
The most **we** will pay is the amount shown in the **schedule**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 27 Loss or damage caused by theft or attempted theft from an unattended **motor vehicle** or where a **motor vehicle** is stolen, unless:
- the item is kept in a locked covered boot or glove compartment;
 - all access points to the vehicle are closed and locked;
 - any extra security systems are activated; or
 - there is evidence that forcible and violent entry took place.
- Any amount above the amount shown in the **schedule**.

- 28 Any amount above the amount shown in the **schedule**.

- 29 Any amount above the amount shown in the **schedule**.

- 30 Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

31 Garden cover

We will pay for loss or damage caused to hedges, lawns and plants that **you** own, which are outside the **building** but within the boundaries of the **home**, by any of the following.

- Theft
- Fire, lightning or explosion
- **Storm** or flood
- Malicious damage
- **Accidental damage** caused by any person other than **you** or **your family**
- Wild animals
- Television aerials, satellite dishes and masonry falling from the **building**
- Branches falling from trees

We will also pay for loss or damage to trees and shrubs caused by theft.

The most **we** will pay is the amount shown in the **schedule**.

This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.

32 Compulsory evacuation alternative accommodation

We will pay the reasonable cost of necessary alternative accommodation for **you**, **your family**, **your** domestic pets and horses if the **buildings** cannot be lived in because a local authority prohibits **you** from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of compulsory evacuation.

If **you** insure both **your buildings** and **contents** under this policy and make a claim for compulsory evacuation, **we** will make one claims payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same **incident**.

The most **we** will pay in any one **period of insurance** is shown in the **schedule**.

This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

31 Malicious damage caused by:

- **you** or **your family**; or
- a person lawfully allowed to be in **your home**.

Loss or damage:

- caused by wear and tear or deterioration;
- caused by natural ageing;
- caused by domestic animals, birds or pets;
- caused by frost;
- caused by **subsidence**, **landslip** or **heave**;
- caused by smoke or bonfires;
- from light or atmospheric or climatic conditions; or
- caused by insects, **vermin**, rot, mildew, fungus or poisoning;

Loss or damage caused in connection with **your** trade, business or profession.

Any amount above the amount shown on the **schedule**.

32 Any amount above the amount shown in the **schedule**.

Section 2 - Contents continued (This section applies only if shown in the schedule)

What is insured

The causes covered

- 33 Loss or damage to downloaded data
We will pay for loss or damage covered under this section to non-recoverable electronic data that **you** or a member of **your family** have legally downloaded. If **you** make a claim for downloaded data **we** will ask **you** for proof that **you** downloaded this data. The most **we** will pay in any one **period of insurance** is the amount shown in the **schedule**. This cover is provided within (not in addition to) the **maximum claim limit** for **contents**.
- 34 Newly acquired **contents**
We will cover **your** newly acquired **contents** for loss or damage covered under this section for a period of 60 days from the date that **you** purchase them if **your contents maximum claim limit** is exceeded. **We** reserve the right not to insure any newly acquired **contents** after the 60th day. For this cover to apply **you** must agree to increase the **contents maximum claim limit** and pay any additional premium that is due. The most **we** will pay for any one claim is the amount shown in the **schedule**. This cover is a separate benefit provided in addition to (not within) the **maximum claim limit** for **contents**.
- 35 Student belongings
We will pay for loss or damage as a result of causes 1 to 9 of this section, to **contents** belonging to or the responsibility of **you** or a member of **your family** when they are in halls of residence or any other term time student accommodation where **you** or a member of **your family** are living whilst attending boarding school, college or university. The most **we** will pay for any one claim is the amount shown in the **schedule**. The most **we** will pay for any one item is the amount shown in the **schedule**. This additional cover is only available within the United Kingdom, the Channel Islands or the Isle of Man. This cover is provided within (not in addition to) the **maximum claim limit** for **contents**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- 33 Any amount above the amount shown in the **schedule**.
- 34 Any amount above the amount shown in the **schedule**.
- 35 Loss of **money**.
 Loss or damage caused by theft or attempted theft unless there is evidence that forcible and violent entry took place.
 Any amount above the amount shown in the **schedule**.

Section 2 - Contents optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

What is insured

Your contents are covered under this section.

The causes covered

36 Accidental damage

What is not insured

The **excess** shown in the **schedule** for every **incident**.

36 Loss or damage:

- by any cause or event already covered under Section 2 **Contents**;
- to clothing, including furs;
- to documents or securities such as share or bond certificates;
- to **money**;
- to food and drink;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to dentures while being used for eating;
- to contact or corneal lenses;
- to crowns, caps or fillings in teeth; and
- to pedal cycle tyres caused by cuts, bursts or punctures;
- caused by wear and tear or loss in value;
- caused by insects, moths, **vermin**, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- happening gradually over a period of time;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- when **your home** is **unfurnished** or **unoccupied**;
- when **your home** or any part of it is lent, let, sublet or lived in only by someone who is not a member of **your family**;
- caused maliciously by **you** or **your family** or by a person lawfully allowed to be in **your home**;
- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- caused by electrical or mechanical breakdown;
- caused by **computer viruses**;
- caused by faulty workmanship or design;
- that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs;
- of data or information arising as a result of any computer data-processing equipment or similar device failing to correctly recognise any date or time;

Section 2 - Contents optional cover - Accidental damage extension continued

(This section applies only if shown in the schedule)

What is not insured

The **excess** shown in the **schedule** for every **incident**.

- to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time;
- arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged **your contents**;
- that does not arise from one identifiable event which directly and immediately caused the loss or damage;
- caused by **your** power supply being cut off by the supplier;
- caused by a strike, a lockout or an industrial dispute; or
- caused by rain or water entering the **home**, as a result of faulty workmanship, poor maintenance or wear and tear.

Any amount over £500, unless **we** have agreed a higher amount in writing, for damage to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material while they are being handled.

Section 2 - Contents optional cover - Unspecified personal belongings extension

(This section applies only if shown in the schedule)

What is insured

Your or your family's pedal cycles, **personal belongings, money and credit cards** are covered in the **European area**. Cover is also provided anywhere else in the world for up to 60 days in any **period of insurance**.

We treat a pair or set of items as a single item. **We** treat a bag of golf clubs, whether or not by the same manufacturer, as a set.

The causes covered

- Loss of or damage to pedal cycles, **personal belongings, money and credit cards**.
- Financial loss if **your credit card** is lost or stolen and someone else uses it.

We will provide this cover only if **you**:

- report the loss or theft to the local police within 24 hours of discovering the loss or theft;
- immediately report the loss or theft of any **credit card** to the **credit card** company; and
- keep to the conditions of the **credit card**.

The most we will pay

- For **personal belongings**, the most **we** will pay for any one claim is the **maximum claim limit** shown in the **schedule**. The most **we** will pay for any one item is the **maximum claim limit** shown in the **schedule**.
- For **money**, the most **we** will pay for any one claim is the **maximum claim limit** shown in the **schedule**.
- For **credit cards**, the most **we** will pay for any one claim is the **maximum claim limit** shown in the **schedule**.
- For records, compact discs, minidiscs, DVDs, cassettes, computer discs and tapes, the most **we** will pay for any one claim is the **maximum claim limit** shown in the **schedule**.
- For mobile phones, the most **we** will pay for any one claim is the **maximum claim limit** shown in the **schedule**.
- For pedal cycles the most **we** will pay for any one claim is the **maximum claim limit** shown in the **schedule**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

Loss happening within the **home** to items which are not **high-risk property**.

Items used for business and professional purposes unless it is a laptop computer and shown in the **schedule**.

Any amount above the amount shown in the **schedule**.

Loss or damage:

- as a result of causes 1-9 of section 2-Contents;
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- from wear and tear or loss of value;
- caused by moths, **vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to camping equipment;
- to documents and securities such as share or bond certificates;
- to portable televisions, car audio or car audio-visual equipment and car phones;
- to china or glass (except spectacles);
- to contact or corneal lenses;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- to furniture or household goods;
- to trees, shrubs or plants growing in the garden;
- to animals;
- to **motor vehicles**, trailers, caravans, boats or the accessories or associated equipment belonging to any of these;

Section 2 - Contents optional cover - Unspecified personal belongings extension continued

(This section applies only if shown in the schedule)

What is not insured

- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;
- to pedal cycles **you** do not keep in **your home** when not in use;
- to accessories or removable parts of pedal cycles unless they are lost or damaged at the same time and by the same **incident** as the pedal cycle; or
- to pedal cycle tyres caused by cuts, bursts or punctures.

Loss or damage caused by theft or attempted theft from an unattended **motor vehicle** or where a **motor vehicle** is stolen, unless:

- the item is kept in a locked covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forcible and violent entry took place.

Theft or attempted theft of an unattended pedal cycle away from the **home** unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.
Electrical or mechanical breakdown.

Section 2 - Contents optional cover - Specified personal belongings extension

(This section applies only if shown in the schedule)

What is insured

Your and your family's specified personal belongings and high-risk property (that are individually listed in the **schedule**) are covered in the **European area**. Cover is also provided anywhere else in the world for up to 60 days in any **period of insurance**.

The causes covered

Loss or damage, but **we** will pay a claim for loss or theft only if **you** report the loss or theft to the local police within 24 hours of discovering it.

The most we will pay

The most **we** will pay for any **specified** item is the **maximum claim limit** shown in the **schedule** next to each item.

If **you** make a claim, **you** will need to give **us** evidence that **you** own the item **you** are claiming for.

For any **specified** item **you** may need to provide a valuation; this will be indicated in **your schedule**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

Loss or damage:

- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- from wear and tear or loss of value;
- caused by moths, **vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; or
- caused by chewing, scratching, tearing or fouling by domestic animals or pets.

Loss or damage caused by theft or attempted theft from an unattended **motor vehicle** or where a **motor vehicle** is stolen, unless:

- the item is kept in a locked covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forced and violent entry took place.

Loss or damage to portable computers caused by theft or attempted theft from a **motor vehicle** between 7pm and 7am.

Items used for business and professional purposes unless it is a laptop computer and shown in the **schedule**.

Electrical or mechanical breakdown.

Section 2 - Contents optional cover - Pedal cycles extension

(This section applies only if shown in the schedule)

What is insured

Your and **your family's** pedal cycles (listed in the **schedule**) are covered in the **European area**. Cover is also provided anywhere else in the world for up to 60 days in any one **period of insurance**.

The causes covered

Loss or damage.

The most we will pay

The most **we** will pay for pedal cycles is the amount shown against each cycle in the **schedule**.

What is not insured

The **excess** shown in the **schedule** for every **incident**.

Theft or attempted theft of an unattended pedal cycle away from the **home** unless the pedal cycle is either:

- in a locked building; or
- secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.

Loss or damage:

- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;
- to pedal cycles **you** do not keep at **home** when not in use;
- to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time and by the same **incident** as the pedal cycle;
- from wear and tear or loss of value;
- caused by moths, **vermin**, parasites, insects, atmospheric conditions, light or other gradual causes;
- caused by scratching or denting; or
- caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle.

Mechanical breakdown.

Cuts, bursts or punctures to tyres.

Section 3 - Personal legal protection (This section applies only if shown in the schedule)

Welcome to DAS

Thank **you** for purchasing this **DAS** family classic policy. **You** are now protected by Europe's leading legal expenses insurer. **DAS** Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

Online law guide and document drafting

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

Helping you with your legal problems

If **you** wish to speak to our legal teams about a legal problem, please phone **us** on **0845 120 8415**. **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 policy, phone **us** on **0845 120 8415** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether you are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

All through this section there are certain words printed in **bold**. These words have special meanings that are shown as definitions below and the policy definitions section of this policy booklet on pages 8, 9 and 10.

Definitions

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, 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

The date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an **insured incident** occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to **us** during or within 30 days after the expiry of the same **period of insurance**.

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 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 policy must have the policyholder's agreement to claim.

Our Agreement

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

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an **insured incident** occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to **us** during or within 30 days after the expiry of the same **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**.

Section 3 - Personal legal protection continued (This section applies only if shown in the schedule)

Conditions

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 **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- 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 legal costs.
- c **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- d Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4 Assessing and recovering costs

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

5 Cancelling an appointed representative's appointment

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

6 Withdrawing cover

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

7 Expert opinion

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

8 Arbitration

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

9 Keeping to the policy terms

You must:

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

10 Cancelling the policy

You can cancel this 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 policy at any time as long as **we** tell **you** at least 14 days beforehand.

11 Fraudulent claims

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

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

12 Claims under this policy by a third party

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

13 Other insurances

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

14 Law that applies

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

Section 3 - Personal legal protection continued (This section applies only if shown in the schedule)

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 policy, **we** must agree that **reasonable prospects** exist, and
- e where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What is insured

Incidents that are insured

1 Employment disputes

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

2 Contract disputes

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

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

Please note that:

- i **you** must have entered into the agreement or alleged agreement during the **period of insurance**, and
- ii the amount in dispute must be more than £250, including VAT.

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.

What is not insured

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 settlement 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 any 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 adviser in connection with these matters
- e a motor vehicle owned by or hired or leased to **you**.

Section 3 - Personal legal protection continued (This section applies only if shown in the schedule)

3 Property protection

A civil dispute relating to **your** principal home, or personal possessions, that **you** own, or are responsible for, following:

- a an event which causes physical damage to such property but the amount in dispute must be more than £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.

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.

4 Personal injury

A specific or sudden accident that causes **your** death or bodily injury to **you**.

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.

5 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.

- 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.

6 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.

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

Section 3 - Personal legal protection continued (This section applies only if shown in the schedule)

7 Identity theft protection

Following an **insured person's identity theft**:

- 1 **we** will pay legal costs to reinstate the **insured person's** identity including costs for the signing of statutory declarations or similar documents;
- 2 **we** will negotiate for the **insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **insured person** arising from or relating to **identity theft**;
- 3 **we** will pay loan rejection fees and any re-application administration fee for a loan when the **insured person's** original application has been rejected;
- 4 **we** will pay an **insured person's attendance expenses**.

Provided that

- i the **insured person** files a police report and notifies banks and building societies as soon as possible; and
- ii the **insured person** tells **us** if they have previously been subjected to **identity theft**; and
- iii the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.

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

A claim relating to the following:

- a fraud committed by anyone entitled to make a claim under this policy
- b losses arising from **your** business activities.

Policy exclusions relating to this section

We will not pay for the following:

1 Late reported claims

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

2 Costs we have not agreed

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

3 Court awards and fines

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

4 Legal action we have not agreed

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

5 Defamation

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

6 A dispute with DAS

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

7 Judicial review

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

8 Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- d pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9 Litigant in person

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

10 Inappropriate Conduct

Any claim relating to an act of, or alleged act of abuse, sexual misconduct, including offences relating to obscene material.

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, insurance companies, appointed service providers or members of the DAS UK Group. 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** DAS Head Office address.

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

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.

DAS Law Limited Head and Registered Office:

DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL
Registered in England and Wales, number 5417859.
Website: www.daslaw.co.uk

DAS Law Limited is authorized and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information you give **us** about anyone else. **You** should show this notice to anyone else insured or proposed to be insured under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy. Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use your personal information to assess **your** insurance application and provide information to credit reference agencies.

We may have to share **your** personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **your** personal information with others:

- if **we** need to do this to manage your policy with us including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime

We may use your personal information to prevent crime. In order to prevent crime we may:

- check **your** personal information against **our** own databases;

- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share your relevant personal information with them. The information **we** share may be used by those companies when making decisions about you. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on your behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

Marketing

We may use your personal information and information about **your** use of our products and services to carry out research and analysis.

We will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving **your** name, address and insurance policy number. We may charge **you** a small fee for this.

If **we** change the way that **we** use **your** personal information, **we** will write to you to let you know. If **you** do not agree to that change in use, you must let **us** know as soon as possible.

What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If **your** complaint is about the way **your** policy was sold to **you**, please contact your insurance agent to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation. Alternatively, **you** can write to **us** at the address shown below or email **us** through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

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

Unless **your** complaint relates to **Section 3 - Personal Legal Protection**

In which case please write to **DAS** Customer Relations Department at **our DAS** Head Office address

DAS House
Quay Side
Temple Back, Bristol
BS1 6NH

Or you can phone us on **0844 893 9013** or email **us** at customerrelations@das.co.uk

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

Service Standards

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- Tell you what we have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

Financial Ombudsman Service

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS).

You can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** final response, or if **we** have not issued our final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you've** tried to resolve it with **us**.

South Quay Plaza,
183 Marsh Wall
London
E14 9SR

Using this complaints procedure will not affect **your** legal rights.

Personal Legal Protection

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

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

Financial Services Compensation Scheme

We are covered by the Financial Services compensation Scheme (FSCS). If **we** cannot meet our obligations **you** may be entitled to compensation under the scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit.

For further information see www.fscs.org.uk or telephone **020 7741 4100**



Agent Details

Underwritten by Ageas Insurance Limited
Registered office address: Ageas House, Hampshire Corporate
Park, Templars Way, Eastleigh, Hampshire SO53 3YA

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Ageas Insurance Limited is authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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Key Choice Insurance Marketing Limited is authorised and regulated by the Financial Conduct Authority
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