



# Optima Home/Beds Policy



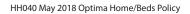
Please add this number to your mobile phone in case you need to claim:

0345 122 3019



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### Welcome

Thanks for buying home insurance with Ageas. We're one of the UK's largest insurers, protecting millions of people and businesses across the country, so you can have peace of mind that you're in safe hands.

This policy document, along with your policy schedule and statement of insurance or proposal form, make up your agreement with us. The agreement is based on the information that you provided when you applied for the policy and so it's important that this is correct.

If there are any changes to your circumstances, do let us know as soon as possible, as they could affect your cover. You can see a list of the kind of things we need to hear about on page 51.

This document tells you what is and isn't covered by your home insurance policy. We've tried to make it as clear as possible when your policy will cover you and when it won't. But if anything's not clear to you, please call the adviser who sold you your policy.

Hopefully, you'll never need us, but if you do make a claim we promise to deal with it as quickly as possible, leaving you one less thing to worry about.

Thanks again for choosing Ageas.

**François-Xavier Boisseau** CEO, Insurance

# Your policy in a nutshell

We've designed our home insurance policy to cover you against the unexpected. However, like all insurance policies, there are limits to what we'll cover and what we won't.

Here's a brief overview of the main things that your policy will pay out for. You'll find the full details later in this document.

#### **Buildings insurance**



Some of the main reasons customers make a claim on their buildings insurance include:

- Their property has been damaged by a storm, a fire or leaking water.
- The fixtures and fittings in the property, such as bathrooms, kitchens and windows, have been damaged.

Some of the main reasons customers make a claim on their

• Their home has been burgled.

contents insurance include:

• Their carpets, electrical goods or freezer food have been accidentally damaged.

Some of the main reasons we won't pay a claim are:

- The damage was due to general wear and tear, poor design or workmanship.
- The claim was for accidental damage to a vase, but the customer hadn't bought the additional accidental damage cover.
- The claim was for personal belongings that were lost, stolen or damaged away from home, but the customer hadn't bought the additional personal belongings cover.
- The maximum claim limits shown in the policy schedule were not enough to replace their property and belongings as new.

#### Wear & tear

Almost everything in your home will suffer from general wear and tear over time. You can extend the lifetime of your property and the possessions inside it by taking care of them and maintaining them. So, for example, from time to time it would be worth having your roof checked for missing or cracked tiles, and making sure any exposed pipework is insulated to protect against freezing.

If you look after your property and something unexpected happens, that's when your insurance should be there to help. However, if for example, your roof leaks because you haven't looked after it, that's when we may not be able to pay a claim.

# Making sense of your policy

We've tried to make this document as easy to use and understand as possible. However, there are still a handful of words and phrases that you may not be familiar with. We've explained these where we use them in the document.

Some words also have a technical meaning, so while they may sound straight forward, they have a very specific meaning when we mention them in your policy. We've defined all those words below, and these definitions apply wherever we use those words in the rest of the document.

**Buildings** – When we use the word buildings, we mean the structure of your home, including any fixtures and fittings, as well as any garages and outbuildings, such as sheds or greenhouses. We also mean garden walls, gates and fences, paths, drives and patios, permanent swimming pools (made of brick, stone or concrete), hard tennis courts, solar panels, and fixed hot tubs. Buildings doesn't include any structure that's not designed to be permanent, such as tents and gazebos. It doesn't include land or things in your garden such as flowerbeds, hedges, lawns, plants, shrubs or trees. Finally, it doesn't include anything used for trade or business purposes.

Contents – When we use the word contents we mean any items that you or your family own or are responsible for. This doesn't include motor vehicles, aircraft, gliders, hang gliders, microlights and specifically drones that are not designed to be used as a toy, caravans, motor or sail boats or any parts or accessories, except motorbike clothing and helmets. It also doesn't include animals, birds, fish or any interior decorations in your home. Finally, it doesn't include any business equipment apart from home office equipment. By home office equipment we mean office equipment and furniture related to any administrative and clerical activities undertaken at your home.

**Family** – When we mention the word family, we mean anyone who permanently lives with you but isn't a lodger or other paying guest.

**Home** – When we use the word home, we mean the property, including any garages and outbuildings, at the address which you've insured.

**Money** - When we use the word money, we don't just mean cash. We also mean cheques, charge, credit, debit, gift and cash cards, vouchers, traveller's cheques, travel tickets, postal orders, unused postage stamps, as well as any kind of payment stamp for a utility provider, such as a gas or electricity supplier. We won't cover any of these items if they're used for business purposes.

Policy schedule – This is a document that you will have been given when you set up your policy. It contains all the specific details of your policy, such as the maximum claim limits and the dates when the policy starts and ends. It will also include the address of the property that is insured along with details of the excesses and whether any of the optional elements of cover are included or not. We'll issue you a new policy schedule each time you renew, or if we change your policy.

**Unoccupied** – By unoccupied, we mean that your home hasn't been or won't be lived in for more than 60 days in a row, or doesn't contain enough furniture to be lived in. Regular visits to the home, or occasional overnight stays would not count as a break in this period. If you're planning on being away for more than 60 days in a row, please let us know. Certain parts of your cover won't be valid, even if the damage or loss you're claiming for takes place in the first 60 days while you're away.

Just to be clear, if we use the words 'Ageas', 'we', 'our' or 'us' – then we're talking about Ageas Insurance Limited, except in the Legal Expenses Cover section, where we're talking about our partner DAS.

Finally, where we use the word 'you' or 'your' – we're talking about the people named on the policy schedule.

# Guide to making a claim on your buildings or contents insurance

#### 1 Before you call us

If something's been stolen, or your property has been damaged by a riot or vandalism, you must start by calling the Police. And please make sure you get a crime reference number. Try and make every effort to get something back if it's been lost, for example, by calling lost property at the place where it was left.

It's really important that you don't throw away any damaged items until we say so.

Unless in the case of emergency, please do not carry out any repairs or replace any items without us agreeing to this first.

Finally, don't negotiate or settle any claims made against you, unless we've written to you to say you can.

#### 2 Call our 24 hour claims helpline on **0345 122 3019**

Our helpline is open 365 days a year, 24 hours a day, so someone will always be here to get your claim started whenever you call us.

If you're making a claim on your Legal Expenses Insurance, please call DAS on **0345 120 8415**.

### 3 How we'll handle your claim

If your claim is an emergency, and something needs urgently repairing, we'll arrange for one of our approved partners to contact you within two hours. For non-emergencies, we'll still make sure a repairer calls within 24 hours.

For any claim that is made you will need to be able to prove or substantiate that an actual insured incident covered by this policy has occurred. This could be a police report, photographic or actual evidence of the loss or damage you have suffered.

You'll need to provide details of everything that's been lost, stolen or damaged, and we may ask for receipts or proof of purchase in some cases.

If we approve your claim, we'll ask you to pay the excess. We'll then repair or replace your damaged, lost or stolen items, or rebuild your property, depending on the type of claim. Alternatively, we may make you a cash offer. We'll decide which way of paying your claim is most appropriate.

If we suggest a repair, rebuild or replacement, we may offer to use one of our own partners. However, if you wish to use someone else, you're free to do so, but if this is more expensive than the rate we can get from one of our partners, we won't pay for the extra cost.

If we decide not to repair, rebuild or replace the buildings or contents that you're claiming for, we'll offer to make you a cash payment. We work out the offer by calculating the loss in value of your buildings or contents, as well as the estimated cost of repairing or replacing them. We'll then offer you the lower of these two amounts.

You'll need to let us negotiate, defend or settle any disputes or claims on your behalf. You'll also need to let us take legal action in your name to get back any payment we've made under this policy.

# What is the excess and how does it work?

The excess is the amount that you'll have to pay towards any claim you make. Your excess amount will be deducted after any claim limit as shown on your policy schedule has been applied. For example, if you make a claim for £1,000 and have an excess of £100 on your policy, we'd only pay you £900.

There are different excesses for different parts of your home insurance policy. You'll find the details of these in the policy schedule, which was sent to you when you bought your policy. In some cases, we don't apply an excess. We'll tell you where that's the case at the relevant part in the policy.

If you need to claim on more than one part of your buildings or contents policy for the same event, we'll only make you pay one excess. This will be the highest excess that applies to the parts of your policy that you're claiming under.

# Guide to making a claim on your buildings or contents insurance (continued)

#### Matching sets & suites

We treat each separate item of a matching pair, set or suite of furniture, soft furnishings, bathroom suite or other fixtures and fittings as a single item. If an item that's part of a matching set or suite is damaged, we'll aim to repair it or provide an identical replacement. However, if it's not possible to provide a suitable repair or replacement, we'll only pay for the damaged item. Just to be clear, we'll not make any contribution for undamaged items that are part of a set or suite.

If an item in a matching set or suite is lost or damaged, the undamaged matching items may lose some value even if they haven't been lost or damaged themselves. This loss of value is not covered by your policy.

#### **Matching carpets**

If you've got a matching carpet or other floor covering in more than one room or area of your home, and this is separated by a break, then we'll treat each room or area as separate. By break we mean something that was originally designed to separate a room, for instance carpet dividing floor strips, doorways, archways and where the remains of previous partitions are still intruding the room. We'll only pay for the damage to the carpet or floor covering in the room or area where the damage happened and we won't pay for matching carpets in other rooms.

#### Matching sets of jewellery & other items

We treat pairs or sets of anything apart from bathroom, kitchen and furniture suites, as one item. So, for example, if your bag of golf clubs was stolen, we'd treat these as one item, and would only pay up to the maximum claim limit for a single item to replace the entire set. Similarly, if you lost a pair of earrings, we'd treat the pair as one single item.

# **Claim limits on your policy**

The maximum your policy will pay depends on the type of claim you're making.

When you buy your policy, you'll agree the overall amount of cover with your insurance adviser. However, some types of claims fall outside this limit. For example, claims for temporary accommodation won't count towards the overall claim limit that was agreed when you bought the policy.

However, each of these additional parts of cover have their own separate limit, and you can find out what these are by checking your policy schedule.

It's really important that you've got the right amount of cover in place for your needs. If you've not taken out enough cover to replace your property and possessions as new, this may have an effect on how much we pay for a claim.

To help work out the rebuild cost of your house, visit the Building Cost Information Service at **www.bcis.co.uk**, provided by the Royal Institute of Chartered Surveyors, where you'll find a free to use calculator.

To work out the value of your contents, make a list of all your belongings and calculate what it would cost to replace them as new.

If you make a claim and we discover that you didn't have enough cover, there are a number of different ways that we can handle your case.

If our team decide that we wouldn't have offered you insurance if you'd given us more accurate information when you bought your policy, we won't be able to pay any of your claim.

In most cases, however, we'll pay some of your claim. To work out how much we'll pay, we'll calculate what we'd have charged to offer you the level of cover that you would have needed to insure your buildings or contents as new in full. We then work out what percentage of this new premium you actually paid, and this will be the percentage of your claim that we pay.

So, for example, if you bought £50,000 of cover for your contents, and we calculate that they're actually worth £100,000, we'll calculate how much you would have had to pay us to cover you for the full amount.

If you were paying £300 a year for your cover, and we calculate that you would need to have paid £500 a year

for the level of cover you needed, we'd calculate that £300 is 60% of £500. As a result, we'd only pay 60% of any claim you make on your contents policy. This would apply even if you were making a claim which was below your policy's maximum claim limit.

So if you made a claim for £50,000, we'd only pay £30,000 in this example.

For this reason, it's really important you tell us about any changes to your property, or any increase in value of your belongings.

#### Keeping up with inflation

If you've requested a specific value for the rebuild cost of your house, or for the value of all your contents, we'll review this every year if you renew your policy with us. However, it's still your responsibility to make sure the cover limits are enough to replace your property and possessions as new. For the contents policy, any changes we make to our cover limits will be based on the Consumer Durables Index provided by the Office for National Statistics. For the buildings policy, we'll base any change on the House Rebuilding Cost index. We'll only reduce your cover if you ask us to.

#### Your valuables

The maximum we'll pay for claims relating to your valuable items is different to the maximum we'll pay for other claims. By valuables, we mean jewellery, works of art, collectors' items, ornaments, precious stones and anything made from precious metals such as gold. We also mean clocks, watches, musical instruments, photographic equipment, binoculars, telescopes, furs and guns.

If you have any valuable items worth more than £2,500, you need to tell us about them so they can be listed on the policy. We won't pay more than £2,500 for any valuable item that you've not told us about.

We strongly recommend that you regularly review the value of any valuable item that's worth close to or more than £2,500. If the value of any valuable item that you've told us about has changed, then you must let us know.

# Claim limits on your policy (continued)

### Always tell the truth

It's really important that you're honest with us when you're buying a policy or making a claim. Providing wrong or misleading information that you know could either help you gain financially, or us suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

If we do find that you've defrauded us, we may void the policy, which means we'd treat you as though the policy had never been issued, and we wouldn't give you a refund.

We might also refuse to pay a claim, or make you repay any money we've already paid out in claims where fraud has occurred. This is explained again in the section Things we won't pay out for on page 12.

We'll also tell other insurers and anti-fraud databases, which could affect your ability to get access to insurance and other financial services in the future. We may also let the Police know, who may choose to bring charges against you that could ultimately result in a prosecution. So please do make sure that you're always honest with us. This way we can pay any claims you make and keep the cost of our insurance down for all our customers.



The Insurance Fraud Bureau's Cheatline is independent to us and is a free and confidential way for anyone to report insurance fraud.

Each month, around 500 reports are received via either the free-phone number, which is powered by Crimestoppers, or through the online form.

Information submitted to the Cheatline complements the wide array of data from the insurance industry and other agencies, giving us a unique insight into organised insurance fraud in the UK. Together, this information helps us identify fraudsters and work with others to bring them to justice, as well as help insurers avoid having to pay out fraudulent claims.

0800 422 0421

insurancefraudbureau.org/cheatline

# Our telephone advice lines

As part of your policy, we offer a number of telephone advice lines, which are provided by our partner DAS.

To help us improve our service standards, we may record all inbound and outbound calls, except those to the counselling service.

# Legal Advice Service 0345 120 8415

Open 24 hours a day

We'll provide confidential advice on any personal legal issue under the laws of any country in the European Economic Area. This line is open 24 hours a day, but if your query relates to the law of a country other than the UK, we'll only be able to deal with this during normal office hours (9am-5pm Monday to Friday).

# Health & Medical information service

0345 120 8415

Open Monday to Friday, 9am to 5pm

We can give you information on general health issues, and advice on a wide variety of medical matters.

We can also provide details on which health services are available in your area.

# Identity Theft Service 0344 848 7071

Open 7 days a week, 8am-8pm

If you're a resident in the UK, our experts can provide you with detailed advice on what to do if you become a victim of identity theft.

### tity Theft Service Counselling Service

0344 893 9012

Open 24 hours a day

We'll provide you with a confidential counselling service over the phone if you are aged 18 or over. This includes, where appropriate, referral to relevant voluntary or professional services. You'll pay any costs for using the services to which we refer you.

# **Tax Advice Service 0345 120 8415**

Open Monday to Friday, 9am to 5pm

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.

# What your policy does & doesn't cover

#### Things we won't pay out for

There are some circumstances in which your policy won't pay out. In the tables that start on page 13, you'll see a detailed list of what is and isn't covered depending on the reason you make a claim.

But there are a few things we won't pay out for regardless of the circumstances. We've laid these out below.

Just to be clear, if you've bought the optional Legal Expenses Cover, provided by our partner DAS, then these conditions also apply to that section of the policy as well. So when we say 'we' on this page, we mean both Ageas and DAS.

- We won't pay for claims that are a result of wear and tear or anything that happens gradually. This includes damage to electrical appliances and other items caused by them breaking down.
- We also won't pay claims for repairs that wouldn't have been made if you'd dealt with existing problems to your property. It's your responsibility to look after your buildings and contents, and your policy is designed to only cover you for things that you couldn't have reasonably prevented. You must also deal with a problem as soon as you become aware of it.
- We won't pay claims caused by frost, rot, mildew, fungus or poisoning.
- We won't pay for accidental damage caused by insects, parasites, wild animals and birds.
- We also won't pay for any damage caused by repairing, cleaning, demolishing or making alterations to your buildings or contents. This exclusion doesn't apply to Buildings Section A -Homeowners' Legal Responsibilities cover and Contents Section B - Your Public & Personal Legal Responsibilities.
- We won't pay for any claims caused by a person or people acting alone or in association or government, using biological, chemical or nuclear force or contamination.
- We won't pay for claims caused by contamination from nuclear fuel or nuclear waste.

- We won't pay for any loss, damage, injury or for any money you're legally obliged to pay if the claim was caused by something being taken from you by customs or other officials.
- We won't pay for any loss which is a side effect, or happens as a result of the event for which you're making a valid claim. For example, we won't pay for any reduction in the market value of your property, loss of earnings, travel costs or compensation for stress or inconvenience. We also won't cover the fees of any company you engage to help you in relation to your claim.
- We won't pay for legal costs, damage, losses, as well as any money you're legally obliged to pay to other people, if you are insured under any other liability policy (including more specific policies such as your pet or travel insurance) until the limit of indemnity under that policy has been exhausted.
- We won't cover claims caused by any criminal or deliberate act by you or your family.
- We won't pay claims made without the permission of the policyholder named on the policy schedule.
- We won't pay for any claim that is found to be fraudulent. We may also choose to either void or cancel your policy if a fraudulent claim or policy application is made. We'll also look to recover from you any investigation fees, legal costs or payments that might have already been made to you if we later find that any element of your claim was fraudulent.
- We won't pay for, or make a contribution towards any claim for undamaged items that are part of a set or a suite. (Please see page 8 for more information).

# **Section A: Buildings insurance**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance.

### 1 Fire & earthquakes

What's covered	What's not covered
We'll pay claims where your buildings are damaged by fire, smoke, explosion, lightning or by an earthquake.	We won't pay claims caused by scorching, singeing or melting.

#### 2 Riots

What's covered	What's not covered
We'll pay claims where your buildings are damaged by a riot.	
You need to report the damage to the police within seven days.	

### 3 Vandalism

What's covered	What's not covered
We'll pay claims for vandalism to your buildings.	We won't pay for claims which are the result of vandalism caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.  We also won't pay claims which are the result of vandalism if your home is unoccupied.

## 4 Damage to your property caused by moving objects

What's covered	What's not covered
We'll pay claims where your buildings are hit by moving or falling objects.	We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to
For example, we'd cover you if your buildings were hit by an aircraft, car or falling tree.	your buildings.  We won't pay for damage caused by all or part of a tree being cut down.
	We also won't pay for damage to hedges, gates and fences.
	We won't pay for damage caused by household pets.
	Finally, we won't pay for damage to television and radio aerials, satellite dishes, masts, or their fittings.

### 5 Storm

What's covered	What's not covered
We'll cover you for damage to your buildings caused by a storm.  By a storm, we mean strong winds of over 55mph, or damage by extreme rain or snow. Rainfall is extreme if more than an inch falls in an hour. Snowfall is extreme if 12 inches or more falls in a 24-hour period.	We won't cover you for damage to gates and fences.  We also won't cover damage to swimming pool and hot tub covers.  We won't pay for rain or water damage to the inside of your buildings if the water gets into your house as a result of poor workmanship, bad design or wear and tear.  Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the storm part of the policy. These claims must be dealt with under the subsidence part of the policy. A higher excess applies to all subsidence claims.

### 6 Flood

What's covered	What's not covered
We'll cover you for damage to your buildings caused by a flood.  By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.	We won't cover you for damage to gates and fences.  We also won't cover damage to swimming pool and hot tub covers.  Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the subsidence part of the policy. A higher excess applies to all subsidence claims.

#### 7 Subsidence

#### What's covered

We'll cover you for damage to your buildings as a result of subsidence, ground heave or landslip.

**Subsidence** is the downward movement of the ground underneath your buildings.

**Ground heave** is the upward or sideways movement of the ground underneath your buildings, which can happen as a result of the soil expanding.

**Landslip** means the downward movement of sloping land underneath your property. For example, if you lived on a hill and the ground below your property moved, causing damage to your main building.

#### What's not covered

Your policy won't pay out for damage to your buildings if the materials that they're built from shrink or expand.

We also won't pay for damage to the buildings or their foundations caused by something known as settlement.

Settlement is the downward movement of the buildings caused by the soil underneath them becoming compressed by the weight of the buildings. It's different to subsidence, because it's caused by the weight of the property, rather than the soil changing underneath your property. It tends to happen in the early years after a building or extension has been built.

We won't pay for any damage that's been caused by the sea or a river eroding the land underneath or around your buildings.

We also won't pay for damage to any part of your buildings, except your garage, unless the main building is also damaged at the same time and by the same cause.

That means we won't pay for damage to things such as outbuildings, sheds, greenhouses, swimming pools, tennis courts, walls (including retaining walls), gates, patios, fences, septic tanks, paths and driveways unless your main building is damaged at the same time and by the same cause.

Similarly, we won't pay claims for damage to solid floors unless the foundations underneath the outside walls are damaged at the same time and by the same cause.

We won't pay for damage caused by faulty materials, poor design or poor workmanship. This includes any work on your buildings that didn't meet building control regulations when the work was completed.

Finally, we won't pay claims where you're entitled to compensation from another person or organisation.

### 8 Leaking or freezing water & leaking oil

#### What's covered What's not covered We'll pay for any damage caused by water or oil We won't pay for damage caused by leaking or leaking from your tank, pipes, drains or oil-fired freezing water or oil when your home is unoccupied. heating system. We'll also pay for damage caused by We won't pay damage caused by the failure, wear and water freezing within any of these. tear or lack of grouting or sealant. We'll also pay for damage caused by water leaking We won't pay for repairs to the pipework or other parts from or freezing in your home appliances, fish tank, of the water or heating system unless they're caused and even your water-bed. by freezing. If they're damaged for any other reason, Sometimes it's not easy to find where water or oil is this part of the policy won't cover you. leaking from. So we'll cover any reasonable costs you This part of your policy also won't pay claims for have to pay to find the leak, and that includes the cost damage caused by water overflowing sinks, bidets, of repairs to walls, floors or ceilings. showers and baths, as a result of taps being left on. But you must get our agreement before work starts, Finally, you can't make a claim for damage caused so we can decide whether finding the leak is the most by subsidence, ground heave or landslip under the practical and cost-effective solution to the problem. 'Leaking or freezing water & leaking oil' part of the For example, it may cost less to install new pipework policy. These claims must be dealt with under the than knocking holes in walls or floors to find the subsidence part of the policy on page 15. A higher original leak.

#### 9 Theft

What's covered	What's not covered
We'll cover you for any damage to your buildings as a result of theft or an attempted theft.  We'll cover you if any fixtures or fittings, such as copper pipes, are stolen.	We won't pay claims for theft or any attempted theft by you, your family, or anyone who you employ permanently in or around your home, such as a nanny, cleaner or gardener.  We also won't pay for theft or attempted theft by lodgers, paying guests or tenants.  We won't pay claims if your home is unoccupied.

excess applies to all subsidence claims.

### 10 Homeowners' legal responsibilities

#### What's covered

You may be asked to pay damages to an individual or company if an accident happens in or around your home.

In the event that an accident on your property leads to someone's death or injury, or leads to them contracting an illness or disease, we'll cover any damages that you're legally obliged to pay.

We'll also pay for any damage to another individual or company's property, as a result of an accident.

If you sell a property, you could still be asked to pay for an accident on your old property if the incident was caused by faulty workmanship.

When this happens we'll also cover you for seven years after this policy ends or is cancelled, as long as the damage happened after you'd sold or moved out of your old property.

If you make a claim under this part of your policy, we won't ask you to pay an excess.

Finally, if you insure both your buildings and contents under this policy and you make a claim for Homeowners' legal responsibilities and Public & personal legal responsibilities, we'll only make one claim payment under either your buildings or contents section. To be clear, you can't claim on both your buildings and contents cover for the same incident.

#### What's not covered

We do not cover your own injury or death under this section. We also do not cover injury or death to someone in your family or to anyone you employ permanently in or around your home, for instance a nanny, cleaner or gardener.

We also won't cover you if any of these people become ill or catch a disease in your home.

We won't cover you for any damage to property that you own or has been given to you by someone else to look after. And we also won't cover you for any damage to property that's been leased or rented to you.

We won't cover you for any damages if they're a result of an accident involving a lift that you own or are responsible for maintaining, unless it's a stairlift.

We won't cover you for damages if they arise as a result of something you or your family did deliberately or maliciously.

We also won't cover you for damages that arise from using your home for business or employment.

We won't cover legal responsibilities relating to you occupying your home, or any other land or property. These claims will usually be covered by your contents policy.

We won't pay claims just because you've made an agreement with another person.

Finally, we won't pay more than the amount shown in the policy schedule.

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### 11 Professional fees & costs

What's covered	What's not covered
If your buildings are damaged, we'll cover you for any necessary and reasonable costs that you need to pay as part of the repair or rebuild, as long as the damage would have been covered elsewhere in this buildings policy.	
This means we'll pay for legal fees, as well as fees for architects and surveyors. It also includes the cost of clearing debris from your property, as well as clearing drains and demolishing or stabilising your buildings.	
Finally, we'll also cover other costs necessary to meet government or local authority requirements.	

### 12 Underground pipes, drains & cables

What's covered	What's not covered
We'll cover you for the cost of repairing the fabric of cables, underground pipes, drains and tanks serving your home, if they're accidentally broken.	We won't pay for clearing blocked drains, unless the blockage is caused by structural damage to the drain itself.
	We won't pay for damage to drains serving your home which are not your responsibility.

## 13 Glass, toilets & other fittings

What's covered	What's not covered
We'll pay for the cost of repairing or replacing any fixed panes of glass, ceramic hobs built into kitchen	We won't pay for damage caused by scratching or denting.
worktops and glass oven doors if they're accidentally broken, as long as these are permanent fixtures in your home.	We also won't pay for things that are accidentally broken when your home is unoccupied.
We'll also pay to repair or replace solar panels and sanitary fixtures, such as baths and toilets, which are accidentally broken.	Finally, we won't pay for the cost of repairing or replacing window or door frames that are accidentally broken.

### 14 Rent & alternative accommodation

What's covered	What's not covered
If your home can't be lived in due to damage caused by something which would be covered under this buildings policy, we'll pay for similar alternative accommodation for you, your family and your household pets.	If we reject a claim for damage to your buildings under another part of this policy, then you won't be able to claim for rent or alternative accommodation.
We'll also pay for any rent you would have received while the buildings can't be lived in.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much it is.	

### 15 Protection when you sell your property

What's covered	What's not covered
If you've exchanged contracts to sell your home, we'll give the buyer the benefit of this insurance policy until the sale is completed, unless the buyer has insurance elsewhere.	
We'll also continue to provide cover until the sale goes through as long as completion is not more than 60 days from the date of exchanging contracts (or in Scotland, more than 60 days from the date of what is known as the 'conclusion of missives').	

### 16 Damage caused by emergency services

What's covered	What's not covered
We'll cover the cost of damage to your home or garden items caused by the emergency services while they're getting into your home to deal with an emergency.	
By garden items, we mean flowerbeds, hedges, lawns, potted plants, shrubs or trees outside your buildings but within the boundaries of your home.	

### 17 Replacement locks & keys

What's covered	What's not covered
We'll pay for the cost of replacing and installing locks on outside doors if your keys are stolen or lost outside your home.	If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either
We'll also pay for the cost of replacing and repairing locks on outside doors, if your keys are damaged inside the home by an event covered elsewhere in this buildings insurance policy.	your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents cover for the same incident.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 18 Being forced to leave your home

What's covered	What's not covered
We'll pay the equivalent cost of similar alternative accommodation for you, your family, your household pets and horses if a local authority won't allow you to live in your buildings because of damage to a nearby property.	
But we'll only cover these costs for a maximum of up to 30 days from the date you're forced to leave your home.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much it is.	

### 19 Home improvements

What's covered	What's not covered
If you buy new fixtures for your house, such as a new bathroom suite, we'll cover these for damage for up to 60 days after you buy them, even if they take you past the maximum claim limits on your policy.	
If you want them to be permanently covered, you will need to contact us and ask us to raise the level of cover on your policy. We might ask you to pay an extra premium.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much it is.	

# Optional add-ons to your buildings insurance policy

# **Section B: Accidental damage to your buildings**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance.

What's covered	What's not covered
This optional section of your policy covers you for accidental damage to your buildings.	We won't pay for accidental damage caused by someone that you lend or rent all or part of your home to.
Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which	We also won't pay for damage caused by chewing, scratching, tearing or fouling by pets.
is not deliberate.	We won't pay for accidental damage if the property is unoccupied.
	And we won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings.
	We won't pay for accidental damage to hot tubs and we won't pay for any storm damage to gates, fences, hedges and swimming pool covers.
	We won't pay to put right poor workmanship or bad design. This includes any work which didn't meet building control regulations when it was completed.
	Claims relating to subsidence or drainage must be made under the buildings section of this policy. If we refuse to pay all or part of your claim, you can't try and make a further claim on this accidental damage section of the policy.
	Finally, we won't pay claims under this section of the policy if they're covered elsewhere in your buildings policy, because the excess may differ.

# **Section C: Contents insurance**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance.

This section of your policy only covers your contents when they're at your home unless we specifically say otherwise.

### 1 Fire & earthquakes

What's covered	What's not covered
We'll pay claims where your contents are damaged by fire or smoke, explosion, lightning or by an earthquake.	We won't pay claims caused by scorching, singeing or melting.

#### 2 Riots

What's covered	What's not covered
We'll pay claims where your contents are damaged by a riot.	
You need to report the damage to the police within seven days.	

#### 3 Vandalism

What's covered	What's not covered
We'll pay claims for vandalism to your contents.	We won't pay for claims which are the result of vandalism caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.  We also won't pay claims which are the result of vandalism if your home is unoccupied.

### 4 Damage to your property caused by moving objects

What's covered	What's not covered
We'll pay claims where your home is hit by moving or falling objects, and your contents are damaged as a result.	We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents.
For example, we'd cover you if your home was hit by an aircraft, car or falling tree.	We won't pay for damage caused by all or part of a tree being cut down.
	We also won't pay for damage to hedges, gates and fences.
	Finally, we won't pay for damage caused by household pets.

### 5 Storm

What's covered	What's not covered
We'll cover you for damage to your contents caused by a storm.  By a storm, we mean strong winds of over 55mph, or damage by extreme rain or snow. Rainfall is extreme if more than an inch falls in an hour. Snowfall is extreme if 12 inches or more falls in a 24-hour period.	We won't pay for rain or water damage to the inside of your buildings if the water gets into your house as a result of poor workmanship, bad design or wear and tear.  Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the storm part of the policy. These claims must be dealt with under the subsidence part of the policy below.  A higher excess applies to all subsidence claims.

### 6 Flood

What's covered	What's not covered
We'll cover you for damage to your contents caused by a flood.  By flood, we mean water that comes suddenly into your buildings from outside, and which enters at the ground floor or below.	We won't cover you for damage to gates and fences.  We also won't cover damage to swimming pool and hot tub covers.  Finally, you can't make a claim for damage caused by subsidence, ground heave or landslip under the flood part of the policy. These claims must be dealt with under the subsidence part of the policy below.  A higher excess applies to all subsidence claims.

### 7 Subsidence

What's covered	What's not covered
We'll cover you for damage to the contents of your buildings as a result of subsidence, ground heave or landslip.	We won't cover you for any damage to your contents if it happens as a result of your buildings' foundations shrinking or expanding.
<b>Subsidence</b> is the downward movement of the ground underneath your buildings. <b>Ground heave</b> is the upward or sideways movement	We also won't pay claims if your contents are damaged as a result of the sea or a river eroding the land around your buildings.
of the ground underneath the buildings, which can happen as a result of the soil expanding.	We won't pay for claims which are caused by faulty materials, poor design or poor workmanship. This includes any work on your buildings which didn't meet building control regulations when the work was completed.
	We won't pay for any damage that started before this policy came into force.

#### 7 Subsidence (continued)

What's covered	What's not covered
<b>Landslip</b> means the downward movement of sloping land underneath your property. For example, if you lived on a hill and the ground below your property moved, causing damage to your main building.	Finally, we won't pay claims where you're entitled to compensation from another person or organisation.

#### 8 Leaking or freezing water & leaking oil

What's covered	What's not covered
We'll pay for any damage to your contents caused by water or oil leaking from your tank, pipes, drains or oil-fired heating system. We'll also pay for damage caused by water freezing within any of these.  We'll pay for damage caused by water leaking from or freezing in your home appliances, fish tank, and even your water-bed.	We won't pay for damage caused by leaking or freezing water or oil when your home is unoccupied.  We won't pay damage caused by the failure, wear and tear or lack of grouting or sealant.  This part of your policy also won't pay claims for damage caused by water overflowing from sinks, bidets, showers and baths, as a result of taps being left on.

#### 9 Theft

#### What's covered What's not covered We'll cover you if your contents are stolen from your We won't pay claims for theft or attempted theft home and we'll also cover you for any damage to your by you, your family, or anyone who you employ contents caused by someone attempting to steal permanently in or around your home, such as a nanny, cleaner or gardener. We also won't pay for theft or them. attempted theft by lodgers, paying guests or tenants. However, there's a maximum amount that we'll pay for jewellery or watches above a certain limit, unless We won't pay claims for theft or attempted theft when they're stolen from a fitted, locked safe. You'll find this your home or any part of it is lent, let or sublet to limit in your policy schedule. someone who is not a member of your family, unless there's damage to the building during the break-in. The maximum we'll pay for items stolen from an outbuilding or garage is lower than the contents We won't pay claims if your home is unoccupied. maximum claim limit. And the most we'll pay will be We won't pay for theft if it's caused by someone lower still if the outbuilding or garage isn't made of deceiving you, except if they deceive you to gain entry brick, stone or concrete and isn't locked. You'll find all to your property. the details of our claims limits in your policy schedule. Finally, we won't pay for theft of money unless your By outbuildings, we mean sheds and greenhouses buildings were damaged when they were broken into. and any structure within the boundaries of your home which is on permanent foundations. This does not include garages or any structure made of non-rigid material.

### 10 Accidental damage to home entertainment equipment

What's covered	What's not covered
We'll cover the cost of accidental damage to home entertainment equipment.	We won't cover scratches or dents unless they prevent you from using the equipment.
By home entertainment equipment, we mean televisions and their aerials, DVD players, games consoles, desktop computers and audio equipment.	We won't cover the cost of damage to items designed to be hand-held or portable, such as MP3 players, sat-navs, tablet and laptop computers and e-readers.
Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and	We also won't cover accidental damage to musical instruments.
unintended, caused by something sudden and which is not deliberate.	We won't pay for the cost of damage to TV sets caused whilst using gaming equipment.
	We also won't pay for accidental damage to things like CDs, DVDs or anything on which music, videos or data is stored.
	And we won't pay for damage caused by computer viruses.
	Finally, we won't pay for accidental damage that happens when the property is unoccupied.

### 11 Broken glass & ceramics

What's covered	What's not covered
We'll pay for the cost of repairing or replacing fitted glass in furniture or mirrors if it's accidentally broken, but not glass in pictures or clocks.	We won't cover scratching or denting of glass or ceramics.
We'll also pay to repair or replace glass shelves, glass tops to furniture, as well as ceramic hobs, tops of free-standing cookers and glass oven doors if they're accidentally broken.	

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### 12 Loss of metered water or oil

What's covered	What's not covered
We'll pay for accidental loss of oil in your property's heating system, or metered water.	We won't pay for any loss while the home is unoccupied.
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much it is.	

### 13 Damage to food

What's covered	What's not covered
We'll pay for damage to food in your fridge or freezer as a result of contamination by the chemicals inside them, or by a rise or fall in temperature.	We won't pay for this damage if it's caused by your power supply being cut off by your energy company.

# 14 Your public & personal legal responsibilities

What's covered	What's not covered
We'll pay any amount that you or your family are legally obliged to pay following an accident that results in someone being ill, injured, or results in someone's death.  We'll also pay amounts that you or your family are	We do not cover your own injury or death under this section. We also do not cover injury or death to someone in your family or to anyone you employ permanently in or around your home, for instance a nanny, cleaner or gardener.
legally obliged to pay if an accident causes damage to someone else's property.	This part of the cover also won't pay claims for any damage to property that you own, or which has been
This cover will only be valid if the accident happened while your policy was in force.	given to you by someone else to look after. It won't cover you for any damage to property that you've leased or rented from someone else.
If you make a claim under this part of your policy, we won't ask you to pay an excess.	We won't pay claims for damages that are a result of your business or employment.
Finally, if you insure both your buildings and contents under this policy and you make a claim for Homeowners' legal responsibilities and Public &	We won't pay claims that involve motor vehicles, including their trailers.
personal legal responsibilities, we'll only make one claim payment under either your buildings or contents section. To be clear, you can't claim on both your	We'll not pay for claims involving disabled persons' buggies unless there's no other insurance you can claim on.
buildings and contents cover for the same incident.	We won't pay for claims involving the use of golf trolleys (controlled by someone on foot) or the use of golf buggies.

### 14 Your public & personal legal responsibilities (continued)

What's covered	What's not covered
	We won't pay claims for injuries that happen as a result of playing any sport or using a bicycle outside the boundary of your home unless there's no other insurance you can claim on.
	We won't pay for claims that arise from you owning or using an electric bicycle.
	We won't pay claims that arise from owning or using an aircraft, including model aircraft, gliders, hang gliders, microlights and drones.
	We also won't pay for claims that arise from owning or using any equipment designed for use in or on water, such as a boat or a surfboard.
	We won't cover any claims that are caused by any animal you own, except domestic pets when inside the boundary of your home. We won't cover any claims caused by dangerous dogs as specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act.
	We won't pay for any claims relating to any lift that you have on your property, or are responsible for maintaining, except stair lifts.
	We won't pay for any costs of damages that you have to pay if you pass a disease or virus onto another person, or if someone becomes ill in your home.
	We also won't pay claims just because you've made an agreement with another person.
	We won't pay claims that are as a result of hunting or racing of any kind, except on foot.
	We won't cover legal responsibilities relating to you owning your home or any land or property. These claims will normally be covered by your buildings policy.
	We won't cover any legal action for damages which are brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.
	Finally, we won't pay more than the amount shown in the policy schedule.

### 15 Your legal responsibility for domestic employees

What's covered	What's not covered
If you employ people permanently to work in or around your home, such as a nanny, cleaner or gardener, we'll cover you for any costs you're legally obliged to pay if they're accidentally injured, die or become ill during the course of their work for you.	
This cover applies anywhere in the world as long as your employees were appointed in the United Kingdom, the Isle of Man or the Channel Islands. So, for example, if you take your nanny with you on holiday, we'll pay a claim if they're injured while they're working for you.	
If you make a claim under this part of your policy, we won't ask you to pay an excess.	

### **16 Protection for tenants**

What's covered	What's not covered
If you rent your home from someone else, this policy will cover you for any damage to the buildings that you're legally required to pay for.	You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of section A Buildings. All of the exclusions that
This includes damage to the structure of the building or accidental damage to cables, pipes and drains.	apply to those parts still apply to any claims made here.
It also includes cover for accidental damage to fixed panes of glass, ceramic hobs built into kitchen worktops and glass oven doors, as long as these are permanent fixtures in your home.	For example, if the buildings you live in are damaged by a storm, we'll only pay your claim if the storm meets our definition on page 23.  We won't pay for damage to the structure of your
It covers accidental damage to solar panels as well as sanitary fixtures and fittings, such as baths and toilets.	home if it's unoccupied.
Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.	
If you make a claim under this part of your policy, we won't ask you to pay an excess.	

# 17 Unpaid damages

What's covered	What's not covered
If a court rules that you're owed compensation for an injury, or damage to your property, we'll pay any amount which does not get paid to you within three months of the court's decision.	We won't pay under this part of the policy if there's going to be an appeal.
The compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands. The injury or damage must have occurred in one of these territories for us to pay a claim under this part of your policy.	
In order for this cover to be provided, the incident for which you're being awarded damages must have been something that would have been covered under the Your public & personal legal responsibilities part of this policy, on page 26, if the roles had been reversed.	
After we have paid you, we may pursue the person who the court ordered to make the payment to you, and if we're successful, we'll keep any money we manage to get back.	
If you make a claim under this part of your policy, we won't ask you to pay an excess.	

### 18 Contents taken away from your home

What's covered	What's not covered
If you take your contents away from your home temporarily, within the UK, Channel Islands or Isle of Man, we'll still cover them if they're lost, stolen or damaged.  By temporarily, we mean they must not have been away from your home for more than 90 days in a row.	You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of our contents policy. All of the exclusions that apply to those parts still apply to any claims made for contents taken away from home temporarily.  For example, if your contents are damaged by a storm while you're staying with a friend, we'll only pay your claim if the storm meets our definition on page 23.  If your contents or money are stolen from somewhere other than your work or a place you're temporarily living, we'll only cover them if the building they were stolen from was damaged when it was broken into.

### 18 Contents taken away from your home (continued)

What's covered	What's not covered
	We won't cover you if your contents are stolen from an unlocked room in a hotel or similar temporary accommodation.
	We won't cover theft or damage that happens in student accommodation under this part of the policy. By student accommodation we mean whilst attending a boarding school, college or university during termtime. But you may be covered under the student belongings part of the policy on page 36.
	We won't cover you if your contents are stolen or damaged while they're being kept by a storage company.
	In the event of your contents being damaged by a storm, flood or vandalism, we'll only cover you if the items were inside a building.
	We won't cover you if anything taken out of your home to sell, display or exhibit is lost or stolen.
	And we won't cover you for if your contents are lost or stolen while they were in a caravan, mobile home or motor home.

### 19 Rent & alternative accommodation

What's covered	What's not covered
If your home can't be lived in due to damage caused by something which would be covered under this contents policy, we'll pay for similar alternative accommodation for you, your family and your household pets.	If we reject a claim for your contents under another part of this policy, then you won't be able to claim for rent or alternative accommodation.
If you're a tenant, we'll also pay for any rent you owe while the home can't be lived in.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much it is.	

## 20 Replacement locks & keys

We'll pay for the cost of replacing and installing locks on outside doors if your keys are lost outside your home or are stolen.  We'll also pay for the cost of replacing and repairing locks on outside doors if your keys are damaged inside the home by an event covered by this contents policy.  If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents under this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents cover for the same incident.	What's covered	What's not covered
Claims under this part of the policy have a separate limit. Check your policy schedule to see how	on outside doors if your keys are lost outside your home or are stolen.  We'll also pay for the cost of replacing and repairing locks on outside doors if your keys are damaged inside the home by an event covered by this contents policy.  Claims under this part of the policy have a separate	this policy and make a claim for replacement locks and keys, we'll only make one claims payment under either your buildings or contents section of cover. To be clear, you can't claim on both your buildings and contents

### 21 Moving home

What's covered	What's not covered
We'll cover you if your contents are lost, stolen or damaged whilst being moved by a professional removals company.  Your belongings must have been packed as well as moved by a professional moving company to qualify for cover under this part of the policy.  If you agree to buy a property, this policy will also cover the contents in your new property for up to one week before you move in, even if you haven't completed the purchase at this point. There's a separate limit if you claim for contents that are stolen or damaged in your new property. Please check your policy schedule to see how much it is.	We won't pay claims for glass or other fragile items that are lost or damaged.  We won't pay claims if any of your belongings are lost, stolen or damaged while they're in storage.  And we won't pay claims if any of your belongings are lost or damaged outside of the UK, Channel Islands or Isle of Man.

### 22 Fatal injury

What's covered	What's not covered
We'll cover you if you or any member of your family suffer a fatal injury caused by either a fire or a physical attack in your home, and die within 12 months.	
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 23 Special events

What's covered	What's not covered
In the 30 days run up to you or your family's wedding, civil partnership ceremony, birthday or religious festival, we'll automatically increase the maximum claim limit of cover on your policy. Please note that this change won't increase the limits to individual sections of this policy or your valuables limit.	
In the event of a religious festival, wedding or civil partnership ceremony, we'll keep the higher limit in place for up to 30 days after the ceremony.	
During this period, we'll cover the gifts if they're lost, stolen or damaged, as long as they're either in your home, at the venue where the event is being held, or being transported between the two.	

## 24 Guests' personal belongings

What's covered	What's not covered
We'll cover any personal belongings of guests while they're in your home.	You can only make a claim under this part of your policy for items that would be covered under parts
By personal belongings, we mean clothes and jewellery or any everyday items carried by your guests.	1-9 of this contents policy. All of the exclusions that apply to those parts still apply to any claims made for your guests' personal belongings.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	For example, if your guests' personal belongings are damaged by a flood, we'll only pay your claim if the flood meets our definition on page 23.

# 25 Taking your shopping home

What's covered	What's not covered
We'll cover you if something is lost, stolen or damaged while you're bringing it to your home from the shops where you bought it.	We won't cover you if your food or other items are stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	Your car or van must also have been locked with any security systems activated and there must have been damage to the car or van during the break in.

### 26 Tenant's home improvements

What's covered	What's not covered
If you rent, rather than own your home, we'll pay for damage to any interior decorations, or any home improvements that you've paid for.	
However, the damage must have been the result of something that this contents policy covers, but not the result of accidental damage.	
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

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### 27 Counselling fees

What's covered	What's not covered
If you or members of your family suffer emotional stress because of an event that is covered under this contents policy, we'll pay you the cost of any professional counselling.	
For us to pay the claim, the counselling must have been recommended by a qualified doctor or nurse and we must have approved the counselling.	
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	

### 28 Garden cover

What's covered	What's not covered
We'll pay for damage to your hedges, lawns and plants that are outdoors but within the boundaries of your home. The damage must be caused by fire, lightning, storm, flood, vandalism or accidental damage. Please note we'll only pay your claim for storm or flood if it meets our definitions on page 23.  We'll also pay if they're damaged by branches falling from trees, or by anything falling from your buildings.  We'll also pay to replace trees or shrubs that are stolen.  Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	We won't pay for damage caused by smoke or bonfires.  We won't pay for damage caused by you or your family or any person allowed within the boundaries of your home.  We won't pay for damage caused as a result of subsidence, ground heave or landslip.

### 29 Being forced to leave your home

What's covered	What's not covered
We'll pay the equivalent cost of similar alternative accommodation for you, your family and your household pets if a local authority won't allow you to live in your buildings because of damage to a nearby property.	
But we'll only cover these costs for up to 30 days from the date you're forced to leave your home.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much it is.	

### 30 Downloads & computer files

What's covered	What's not covered
We'll pay for anything that you or your family have legally downloaded and stored on a computer or other device if it's lost, stolen or damaged.  For example, if your laptop gets damaged in a flood and you lose all the films and music you've downloaded, we'll pay for the cost of replacing them.  Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	We won't cover any software or information used for business purposes.  We won't pay for damage caused by computer viruses.

## 31 Recently purchased contents

What's covered	What's not covered
If you buy or are given new contents, such as a television or computer, we'll cover these if they're lost, stolen or damaged for 60 days after you receive them, even if they take you over the maximum claim limit on your policy.	
If you want them permanently covered, you'll need to contact us and ask us to raise the level of cover on your policy. We might ask you to pay an extra premium.	
Claims under this part of your policy won't count towards your maximum claim limit. Check your policy schedule to see how much it is.	

## 32 Student belongings

What's covered	What's not covered
If you or a member of your family move into student accommodation whilst attending a boarding school, college or university, we'll pay for any contents that are lost, stolen or damaged while you or your family member are living there during term-time.	You can only make a claim under this part of your policy for things that would be covered under parts 1-9 of this contents policy. All of the exclusions that apply to those parts still apply to any claims made under the student belongings part of your policy.
Claims under this part of the policy have a separate limit. Check your policy schedule to see how much it is.	For example, if your belongings are damaged by a flood, while you're in student accommodation, we'll only pay your claim if the flood meets our definition on page 23.
	We won't pay for any loss of money while you or someone in your family is living in student accommodation under this part of the policy.
	We won't cover you if your belongings are stolen, or damaged during an attempted theft, unless the buildings were damaged when they were broken into.
	We won't cover student's belongings if they're accidentally damaged or broken while they're in student accommodation.
	We won't pay claims if you or a member of your family are staying in student accommodation outside of the United Kingdom, Isle of Man or Channel Islands.

# Optional add-ons to your home contents policy

## **Section D: Accidental damage to your contents**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance.

What's covered	What's not covered
This optional section of your policy covers you for accidental damage to any contents within your home.  Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.	We won't pay for accidental damage to documents such as passports or driving licences, money or food and drink.  We also won't pay for accidental damage to teeth or false teeth that happens while chewing something.  We won't pay for accidental damage to clothes.  We won't pay for accidental damage to sports equipment when it's being used.  We won't cover scratches or dents unless they prevent you from using the item.  We won't pay for accidental damage caused deliberately by anyone who you allow to be in your home.  We also won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.  We won't pay for accidental damage if the property is unoccupied.  We won't pay for rain or water damage to your contents if the water gets into your house as a result of poor workmanship, bad design or wear and tear.  We won't pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your contents.  We won't pay for damage if it's caused by your power supply being cut off by your energy company.  We won't pay for accidental damage if it's caused by computer viruses.  We won't pay for accidental damage if it's caused by anyone living in your home who is not a member of your family.

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porcelain, earthenware, stone or other fragile or brittle

We won't pay for accidental damage to any remote controlled toys, such as drones, cars, model airplanes,

Finally, we won't pay claims under this section of the policy if it's covered elsewhere in your contents policy,

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material while they're being handled.

helicopters or boats.

because the excess may differ.

## **Section E: Everyday personal belongings**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance.

	W	hat's	covered
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This section covers you if your bicycle, money or any of your everyday personal belongings are lost, stolen or damaged. They're covered in Europe and up to 60 days anywhere else in the world.

By everyday personal belongings, we mean clothes and jewellery or any item carried by you in daily life.

Check your policy schedule to see what the maximum and individual limits are for this part of your policy and the excesses that apply.

#### What's not covered

We won't pay for any items used for business or professional purposes unless it's a laptop as shown in the policy schedule.

We won't pay a claim if your personal belongings are stolen from an unlocked hotel room or similar temporary accommodation, or if they're damaged as part of an attempted theft.

We won't pay to repair or replace something just because it's scratched or dented unless it prevents you from using the item.

We won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.

We'll only cover you for credit cards if you keep to the conditions of the card.

We won't pay for damage to teeth or false teeth that happens while chewing something.

We won't pay for damage to sports equipment while it's being used.

We won't pay claims if your car keys and key fobs, or documents, such as passports and driving licences are lost or damaged.

We also won't pay claims if your camping equipment is lost or damaged.

# Optional add-ons to your home contents policy (continued)

## Section E: Everyday personal belongings (continued)

What's covered	What's not covered
	We won't cover your things if they're stolen from an unattended car or van, unless they were stored out of sight in a glove box or locked boot. Your car or van must also have been locked with any security systems activated, and there must have been damage to the car during the break-in.
	We won't cover you if your bicycle is stolen if you've left it unattended away from the home. However, we'll cover you if you've kept it in a locked building, or if you've locked it to a post, cycle rack or other immovable object.
	We won't pay for any damage to any form of motorised bicycle.
	We won't pay for any damage if your bicycle is used for any form of racing or pacemaking.
	We'll not pay for any damage to your bicycle accessories or removable parts unless damaged at the same time as the bicycle.
	We won't pay for accidental damage to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats.
	We'll not pay for any cuts, bursts or punctures to the tyres.

# Optional add-ons to your home contents policy (continued)

## **Section F: Higher value personal belongings**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance.

What's covered	What's not covered
This section is designed to cover you for your higher value personal belongings, such as expensive	We won't pay for damage to sports equipment while it's being used.
jewellery. To be covered by this section you must tell us which items you wish to cover and they must be shown on your policy schedule.	We won't pay for damage to teeth or false teeth that happens while chewing something.
We'll then cover those items if they're lost, stolen or damaged anywhere in Europe and for up to 60 days anywhere else in the world.	We won't pay to repair or replace something just because it's scratched or dented unless it prevents you from using the item.
	We won't pay for damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.
	We won't cover your things if they're stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot. Your car or van must also have been locked with any security systems activated, and there must have been damage to the car during the break-in.
	We won't pay for damage to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats.
	We won't pay for any items used for business or professional purposes unless it's a laptop as shown in the policy schedule.

# Optional add-ons to your home contents policy (continued)

## **Section G: Bicycle cover**

You're only covered under this section of the policy if it says so on your policy schedule, which was sent to you when you bought this insurance.

What's covered	What's not covered
This section covers you if your bicycles are lost, stolen or damaged at any time in Europe, or for up to 60 days anywhere else in the world.	We won't cover you if your bicycle is stolen if you've left it unattended away from the home. However, we'll cover you if you've kept it in a locked building,
To be covered by this section you must tell us about the bicycles you wish to cover and they must be	or if you've locked it to a post, cycle rack or other immovable object.
shown on your policy schedule.	We won't pay for any damage to any form of motorised bicycle.
	We won't pay for any damage if your bicycle is used for any form of racing or pacemaking.
	We won't pay for any damage to your bicycle accessories or removable parts unless they're damaged at the same time as the bicycle.
	We won't pay to repair or replace your bicycle just because it's scratched or dented unless it prevents you from using it.
	We won't pay for any cuts, bursts or punctures to the tyres.

# Optional add-ons to your buildings and contents policy

## **Section H: Legal expenses cover**

You're only covered under this Section of the policy if it says so on your 'policy schedule', which was sent to you when you bought this insurance.

Our legal expenses cover is provided by DAS, the UK's leading legal expenses insurer. So when we use the words 'we', 'us' or 'our' in this section, we're talking about DAS Legal Expenses Insurance Limited and not Ageas.

The policy covers you as well as any member of your family who lives with you, including students who live away from home, but anyone who makes a claim must have the permission of the person named on the policy. Just to be clear, when we say 'you' or 'your' in this section of the policy, we mean anyone who is making a claim.

### Your legal expenses cover in a nutshell

This section of the policy is designed to cover your costs if an organisation or person takes legal action against you, or if you need to take legal action against an organisation or person.

It is also designed to provide support if you are the victim of identity theft, or if you have to undergo a full examination by the taxman of all areas of your self assessment tax return.

Like all insurance policies, there are limitations to this cover, which we've laid out in detail over the next few pages.

The main reason that we won't pay a claim is that we don't think there's a reasonable chance of you winning your case. By reasonable chance, we mean that the likelihood of you winning is at least 51%. Essentially, we must think you are more likely to win your case than you are to lose it. This does not apply to legal defence claims.

We won't pay any more than £50,000 worth of costs for any claim or series of claims that were part of the same incident.



#### More support online

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

## How to make a claim on your legal expenses policy

#### 1 Call us for advice on 0345 120 8415

We can help if you have a personal tax problem in the UK, a legal problem under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway, or require counselling.

Your first step should be to call our helpline. It's open 24 hours a day for legal questions, although for problems outside of England and Wales, we'll arrange for someone to call you back in working hours. When calling the helpline, please have your policy number to hand.

Our tax helpline is open 9am to 5pm, Monday to Friday, excluding public and bank holidays. We'll do our best to help resolve your situation without needing to make a claim. To help us improve our service standards, we may record all inbound and outbound calls, except those to the counselling service. We cannot accept responsibility if the helpline services are unavailable for reasons we cannot control.

If you are a resident in the UK or Channel Islands, and you think your identity has been stolen, please call our identity theft helpline on 0344 848 7071. It's open from 8am to 8pm, 7 days a week.

## 2 Register your claim

If we can't resolve your problem with some telephone advice, and it looks as though you'll need us to appoint a lawyer or other expert for you, then you'll need to register a claim with us. We'll give you a reference number and will pass your information onto our claims handling team, who will decide whether your claim can be covered.

Please don't ask for help from a lawyer, accountant or anyone else unless we've agreed to it. If you engage someone without our permission, we won't pay the costs involved, even if we accept your claim.

### 3 How we'll handle your claim

If you're in dispute with an organisation or individual, we will only accept a claim if we believe that there is a reasonable chance of you winning your case. By reasonable chance, we mean that the likelihood of you winning is at least 51%. Essentially, we must think you are more likely to win your case than you are to lose it.

If criminal charges are brought against you, then we will accept your claim regardless of the chances of your success.

If we accept your claim and decide that you need a lawyer or other expert to represent you, we will appoint one for you. This may be from one of our specially selected partners, or one of our own DAS lawyers. They will try to settle your claim without having to go to court.

We may decide to settle your claim, rather than taking legal action, or continuing any legal action that we've begun. In these circumstances you must allow us to take over any claim in your name. And you must allow us to pursue any claim for compensation against any other person if we think we have a reasonable chance of success. If we decide to do this, you must give us all the information and help we need to do so.

#### Choosing your own lawyer

If the lawyer appointed to deal with your claim can't negotiate a settlement and it is necessary to go to court, or if there's any conflict of interest, then you can choose a different law firm to represent you. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.

You and your lawyer must work with us at all times and must keep us up to date with the progress of the claim, including any offers of settlement. You mustn't negotiate or agree to a settlement offer without our written consent. And you must co-operate fully with us so you don't reduce the chances of winning your case.

If you or your lawyer don't accept a reasonable settlement offer from the organisation or individual who you're in dispute with, we may refuse to cover any further costs.

And if you settle or withdraw a claim without our agreement, we may cancel this policy and tell you to repay us any money we've spent so far.

If your lawyer refuses to continue representing you for a good reason, or if you dismiss your lawyer without a good reason, the cover under this insurance policy will end immediately, unless we have agreed to appoint a new lawyer.

## **Second opinion**

If we reject your claim because we believe it doesn't have a reasonable chance of success, you can seek a second opinion from another legal expert. The expert must be approved by us and we must agree to the cost in writing before they are appointed.

If your expert decides that your case does have a reasonable chance of success, then we will pay for the costs of getting this decision. We will then reverse our initial decision and pay your claim.

## Time limits for your claim

You'll only be covered under this section of your insurance policy if a legal claim is made by you, or against you, during the time which your policy is in force.

If the incident that led to the claim happened before this policy was taken out, then you'll still be covered as long as you weren't aware of any potential legal action before you bought the insurance.

In other words, it's not the timing of the incident or accident that matters, but it's whether you had this insurance policy in place at the time the legal claim is made. If a legal claim is made against you shortly before your policy expires, we'll still accept claims that are submitted within 30 days after your cover ends.

# The countries in which you'll be covered

If your claim relates to a contract dispute or a personal injury claim, then you'll be covered for incidents that happened in any country within 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.

If your claim relates to anything else, you will only be covered if the incident that led to the claim took place in the UK, Northern Ireland, Channel Islands or Isle of Man.

We'll only support legal action that takes place in a court, or other body agreed by us, within the countries noted above.

## How much we'll pay

We won't pay any more than £50,000 worth of costs for any claim or series of claims that were part of the same incident.

If you choose your own law firm, we will offer them the chance to act on the same terms as if we'd appointed one of the firms on our panel of partners. If they refuse to act on these terms, we won't pay them any more than we'd have paid a firm that we had selected. The standard amount that we will pay one of our partners is £100 an hour, and this may vary from time to time.

#### What your policy does and doesn't cover

We will pay for a lawyer, accountant or other expert to represent you for any of the types of claim laid out below. If you're in dispute with an organisation or individual, we will only accept a claim if we believe that there is a reasonable chance of you winning your case. By reasonable chance, we mean that the likelihood of you winning is at least 51%. Essentially, we must think you are more likely to win your case than you are to lose it.

If criminal charges are bought against you, then we will accept your claim regardless of the chances of your success.

We'll also cover you if you lose a court case against an organisation or individual and you're ordered to pay your opponent's costs, or we agree to pay them.

If you lose a case and wish to appeal, or win a case and have to defend an appeal, we will cover the costs if we think there's a reasonable chance of you winning.

And if you win a case but are not paid damages or compensation awarded by the court, we will pay the costs of recovering this money, but again, only if we think there's a reasonable chance of being successful.

#### 1 Employment disputes

What's covered	What's not covered
We'll pay for the costs of a dispute relating to a company or organisation that you work for, or used to work for, such as a claim for unfair dismissal.	We won't pay for a lawyer or other expert to represent you at an employer's disciplinary hearing, or during any other internal grievance procedure.
	And we won't pay for support to help you negotiate a settlement whilst you're still employed by an organisation.
	Finally, we won't pay a claim that only relates to you being injured while working for an organisation.

## 2 Contract disputes

What's covered	What's not covered
If you buy, sell or hire something, or pay for using a service, we'll pay for the costs of disputing the agreement that you entered into.	We won't pay claims relating to construction work, or building design where the contract value exceeds £5,000 (including VAT).
The amount in dispute must be more than £100 (including VAT).	We won't pay claims relating to disputes with any financial services provider.
	We won't pay claims relating to a dispute over the sale, purchase, or renting of land or buildings. We also won't pay for disputes relating to the terms of a lease. However, we will cover a dispute with a professional adviser in connection with property matters.
	Finally, we won't pay claims relating to any car or other motor vehicle that you own, or which has been hired or leased to you.

## **3 Property protection**

What's covered	What's not covered
We'll cover the costs of certain disputes relating to your main home or personal possessions.	We won't pay claims under this part of the policy which relate to a contract dispute, but you may be
Specifically, we'll cover disputes that relate to trespassing or legal nuisance (any illegal interference	covered under part 2.  We won't pay claims that relate to any building or land
with your land).	which is not your main home.
We'll also cover any dispute which results from your property being physically damaged.	We won't pay claims that arise from someone legally taking your property from you, or in relation to any restrictions or controls placed on your property by any government or public authority.
	We won't pay any claim relating to work done by, or on behalf of, any government or public authority unless the claim is for accidental physical damage.
	We won't pay claims that arise from subsidence caused by mining around your property. Subsidence is the downward movement of the ground underneath your property.
	We won't pay claims that relate to someone trying to take possession of a building or piece of land from you, or relating to you trying to take possession of a building or piece of land.
	Finally, we won't pay for the costs of defending you if someone takes legal action against you in relation to an event where your property was physically damaged, but we'll cover the costs of defending a counter-claim to legal action that you've taken.

## 4 Personal injury

What's covered	What's not covered
If you die or are injured in a sudden accident, we'll cover the costs of a claim against the person or	We won't pay claims relating to an illness or injury that happens gradually.
organisation that caused the accident.	We won't pay claims relating to psychological injury or mental illness unless the condition follows a sudden accident in which you were physically injured.
	We won't cover claims where someone takes legal action against you in relation to a personal injury claim, unless it's a counter-claim to legal action that you've taken.
	Finally, we won't pay claims relating to clinical negligence by a doctor or other medical worker.

## **5 Medical Disputes**

What's covered	What's not covered
If you are injured or die as a result of poor medical care arising from clinical negligence - we'll cover the costs of taking legal action against the doctor or other medical worker who was responsible.	We won't pay claims if you decide to take legal action because a medical condition wasn't diagnosed correctly.
	We won't pay claims relating to psychological injury or mental illness unless you were physically injured.

## 6 Tax protection

What's covered	What's not covered
We'll pay for your legal costs if you're subject to a full examination by HM Revenue & Customs (HMRC) that considers all areas of your self-assessment tax return.	We won't pay claims under this part of your policy if you're self-employed, a sole trader, or in a business partnership.
	We won't cover claims if you're investigated by HMRC's Specialist Investigations Office, or HMRC's Prosecution Office.

## 7 Legal defence

What's covered	What's not covered
If you are an employee of an organisation, and your work leads to criminal legal action being taken against you, we will cover the costs of defending you in the event of you being prosecuted in a court of criminal jurisdiction.  We will also cover your defence costs if legal action is taken against you under discrimination legislation or under data protection legislation.	We won't pay any claim that relates to you driving a motor vehicle.  We won't pay any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

## 8 Identity theft protection

What's covered	What's not covered
If your identity is stolen, we'll cover the legal costs of ensuring that your identity is reinstated.	We won't pay for any losses that arise from your business activities.
When we talk about identity theft, we mean that someone has assumed your identity without your permission and has used it illegally.	
If legal action is taken against you as a result of an identity theft, or it puts you in dispute with debt collectors, we'll negotiate on your behalf.	
And if you make an application for a loan, which is rejected because of an identity theft, we'll cover any lost application fees or fees for reapplying.	
We'll pay any expenses associated with your identity being stolen, as long as you report the identity theft to the police and notify any banks and building societies that you've accounts with as soon as possible. You must also let us know if you've been a victim of identity theft before, and you must take all reasonable action to prevent someone else continuing to use your identity.	

## 9 Missing work

What's covered	What's not covered
We'll cover your costs if you can't go to work because you need to attend court or a tribunal at the request of your representative, or because you're called up for jury service.	
The maximum we'll pay is your net salary or wages for the time you're absent from work less any amount that the court gives you.	

#### Things we won't pay out for

As well as the list of things that this insurance policy won't pay out for detailed on page 12, we also won't pay claims made under this section in the following circumstances:

- 1 We won't pay for any fines, penalties, compensation or damages that a court or other authority orders you to pay.
- We won't pay for any legal action or any costs or expenses which we haven't agreed to in advance.
- 3 We won't pay any claim relating to written or spoken comments that damage your reputation.
- **4** This policy won't cover you for a dispute with DAS or Ageas.
- 5 We won't pay for any costs and expenses relating to a judicial review, a coroner's inquest or a fatal accident inquiry.
- **6** We won't pay any claim where you're not represented by a law firm, barrister or tax expert.
- 7 We won't pay any claim relating to abuse or sexual misconduct, including offences relating to obscene material.
- Apart from us, only you have the right to make a claim under this cover. This means that a piece of legislation called the Contracts (Rights of Third Parties) Act 1999 does not apply to your cover in relation to any third-party rights or interest.

#### **Data Protection**

To comply with data protection regulations we are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the appointed representative or from the authorised partner who sold you the policy.

#### Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

#### How we will use your information

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, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA if you require a hire car so the service provider can administer this aspect of your claim.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

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

# What is our legal basis for processing your information?

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

# How long will your information be held for?

We will retain your personal data for seven years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish or request that we no longer use your personal data, please contact us at dataprotection@das.co.uk.

#### What are your rights?

You have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you
- You have the right to have inaccuracies corrected for personal data held about you
- You have the right to have personal data held about you erased
- You have the right to object to direct marketing being conducted based upon personal data held about you
- You have the right to restrict the processing for personal data held about you, including automated decision-making
- You have the right to data portability for personal data held about you

Any requests, questions or objections should be made in writing to the Data Protection Officer:

**Data Protection Officer** 

DAS Legal Expenses Insurance Company Limited

DAS House

**Quay Side** 

Temple Back

**Bristol** 

BS16NH

Or via email: dataprotection@das.co.uk

#### How to make a complaint?

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

www.ico.org.uk

Our head office and registered address is:

DAS Legal Expenses Insurance Company Limited

DAS House

**Quay Side** 

**Temple Back** 

Bristol

BS1 6NH

Registered in England and Wales.

Company Number 103274.

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Our legal advice is provided by DAS Law Limited Head and Registered Office:

**DAS Law Limited** 

North Quay

Temple Back

Bristol

BS1 6FL

Registered in England and Wales.

Company Number 5417859.

Website: www.daslaw.co.uk

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

## How to make changes to your policy

It's important you keep us up to date with any changes that may affect your insurance policy. If any of the information that you gave us or your adviser when you took out your policy has changed, you need to get in touch. If you don't, it could mean that your policy is no longer valid.

The kind of things that we need to hear about are:

- A change of address.
- Any significant alterations to your home, such as extensions, that may change the cost of rebuilding the property.
- Any significant increase in the value of your belongings. For example, if you buy a brand new TV.
- Someone other than a member of your family comes to live with you.
- Your home is going to be unoccupied for more than 60 days in a row.
- You or someone who lives in your home receives a county court judgment or criminal conviction (except for motoring offences where a prison sentence has not been served).
- You or someone who lives with you declares bankruptcy.
- You use the home for any business or trade purposes.

Please remember that if you don't tell us about changes, it may affect any claim you make.

If you do tell us something has changed, it could result in an increase or reduction in your premium as well as your excess. If your premium falls as a result of the changes, we'll refund you the difference, as long as it's more than £10.

Similarly, if your premium goes up as a result of the changes, we'll only charge you if the increase is more than £10.

## How to cancel your policy

You're free to cancel your policy at any time. To do so, you need to get in contact with the adviser who sold you the policy. Your adviser may charge you for this, on top of our £7.50 administration charge (plus insurance premium tax where applicable).

How much money you get back will depend on how long you've had the policy for, and whether or not you've made a claim, or may need to make a claim.

### Cancelling within the first 14 days

If you cancel your policy within 14 days of the purchase date, or the date at which you receive your documents, if this is later, we'll refund your full premium, minus our £7.50 administration charge (plus insurance premium tax where applicable). If you've made a claim no refund will be paid.

#### Cancelling after the first 14 days

After the initial 14 days, as long as you've not made a claim or something has happened which could lead to a claim, we'll refund you for the time left on the policy, minus our £7.50 administration charge (plus insurance premium tax where applicable).

We'll work out the cost of your insurance per day, and then refund you for the days that you haven't yet used.

If you've had a claim during the cover period, or something has happened which might lead you to make a claim, then you won't receive any refund. And if you pay for your insurance on a monthly basis, we'll ask you to pay the remainder of the year's premiums.

It's important to be aware that your policy won't be cancelled if you simply stop your direct debit.

## Our right to cancel your policy

Ageas or your adviser have the right to cancel this policy at any time by giving you 14 days' notice in writing. We'll tell you the reason why.

Reasons why we may decide to cancel your policy include, but won't be limited to:

- Changes to the information that you provided us when you purchased the policy, which are shown on your proposal form, statement of fact or policy schedule, that mean we are no longer willing to cover you.
- We suspect fraud on this or another related insurance policy.
- There's been a misrepresentation which means we no longer wish to insure you.
- We're unable to take a payment from your account.
- You, or someone representing you, is abusive to our staff or anyone acting on our behalf.
- You won't give us information that we ask for.

If we discover that you've deliberately withheld information from us, or have given us wrong information because you didn't take care when communicating with us or your adviser, we may void your policy.

This means that we'll treat your policy as though it had never existed. We may also refuse to pay any claim and we may keep any premiums you've paid.

We reserve the right not to invite you to renew your policy.

## How to make a complaint

Should there ever be an occasion where you need to complain, we'll do our best to address this as quickly and fairly as possible.

We'll try to resolve your complaint as quickly as we can. If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter.

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

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

If you've a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at **www.ageas.co.uk/make-a-complaint** (please include your policy number and claim number if appropriate).

#### Our address:

Customer Services Adviser Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

# What to do if you're not happy with our response

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response you've the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman doesn't affect your right to take your dispute to the courts.

You can find out more about how to complain to the Ombudsman online at:

#### www.financial-ombudsman.org.uk.

Alternatively, you can write to the Ombudsman at:

Financial Ombudsman Service Exchange Tower London E14 9SR

By phone: **0800 023 4567** 

#### By email:

#### complaint.info@financial-ombudsman.org.uk

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

If you choose to take a dispute to the courts, this contract is 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).

## How to make a complaint (continued)

# Complaints about your legal expenses cover policy

We always aim to give you a high quality service. If you think we have let you down.

You can contact us by:

- phoning **0344 893 9013**
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within eight weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website www.financial-ombudsman.org.uk Using this service does not affect your right to take legal action.

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

# Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit **www.fscs.org.uk** or telephone **0800 678 1100** or **020 7741 4100**.

## How we look after your personal information

The details provided here are a summary of how we collect, use, share, transfer and store your information. If you'd like to read our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for your personal data and this will be covered in their terms and conditions document, commonly known as a terms of business agreement. Please ask your insurance adviser if you'd like more information about how they use your personal information.

### **Collecting your information**

When you take out a policy with Ageas, we ask you to share lots of information, such as your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). We may also ask you to share special categories of personal information such as information about your health.

We also collect information from a number of different places, for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

## **Using your information**

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with an appropriate insurance quotation, policy and price. We may also need it to manage your policy, such as when we deal with a claim or send your documents to you. When you apply for insurance, our decision to provide you with a quotation may involve an automated process. If you object to this being done, we won't be able to provide you with an insurance quotation.

We'll also use your information where we feel there is a good reason for doing so, for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information about previous insurance policies you may have bought; carrying out research and analysis; and recording and monitoring calls with you.

If you've given us this information about someone else, you must have their permission to do so.

#### **Sharing your information**

We share your information with a number of different organisations. This may include, but is not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we're trialling their products and services which we think may improve our service to you.

Unless required to by law, we'd never share your personal information without the appropriate care and protection in place.

#### **Keeping your information**

We'll only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

# Use and storage of your information overseas

Your personal information may be transferred to, stored and processed outside the European Economic Area (EEA). Where we do this we'll take all reasonable steps to ensure your personal information is adequately protected to the same level as if it has remained in the European Economic Area.

## Your rights

You have a number of rights in relation to the information we hold about you. These include the right to: have a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you've previously provided; and complain to the Information Commissioner's Office at any time if you're not satisfied with our use of your information. A full list of your rights can be found in the full Privacy Policy, already stated earlier in this notice.

There may be times when we won't be able to delete your information. This might be because we need to fulfil our legal and regulatory obligations or if there is a minimum period of time for which we have to keep your information. If we're unable to fulfil a request, we'll always let you know our reasons.





Underwritten by **Ageas Insurance Limited** 

Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

#### ageas.co.uk

Registered in England and Wales Company No 354568

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