



House Guard Tenants Contents

Policy Wording

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To make a claim, call 0345 121 4982
Please add this number to your mobile phone

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Important Notice

Useful hints and tips to help you to protect your home

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



Freeze and Escape of Water

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



Storm

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

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



Theft

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



Fire

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

Important notices

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

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

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

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

No claims discount

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

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

Protection against fraud

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

Fraud, misrepresentation and non-disclosure

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

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

How we deal with fraud to protect us and our customers

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

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

In addition, **we** may:

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

Useful telephone numbers

Words written in **bold** have special meanings. These meanings are explained in the policy definitions section of **your** policy booklet on pages 8-10.

Household claims - 24 hour claims helpline

The claims helpline is open 24 hours a day, 365 days a year
0345 121 4982

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

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

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

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

Household claims repair and replacement service

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

Repairs

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

Replacements

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

For claims under section 2 - Personal legal protection

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

To make a potential claim under this policy, phone us on 0345 120 8415 and **we** will give **you** a reference number.

Ageas Legal Guard Assistance

You can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** **your** policy number and the

name of the insurance provider who sold **you** this policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

Legal Advice Service call 0345 120 8415

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

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

Identity Theft Service call 0344 848 7071

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

Counselling service call 0344 893 9012

We will 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** will pay any costs for using the services to which **we** refer **you**.

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

Health and Medical information service call 0345 120 8415

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

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

Childcare Assistance call 0345 120 8415

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

Household claims – continued

Domestic Assistance Service call 0345 120 8415

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

Veterinary Assistance Service call 0345 120 8415

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

Tax Advice Service call 0345 120 8415

We offer confidential advice over the phone on personal tax matters in the UK. **Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours**

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

Introduction to your policy

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

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

You should read this policy booklet and **your schedule** together. Please check them carefully to make sure they give **you** the cover **you** want. **You** have 14 days from when **you** receive **your** policy documents or the commencement date of your policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium, less an administration charge of £7.50 (subject to Insurance Premium Tax where applicable). If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due.

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

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

Claims under section 2 - Personal legal protection covers claims that are made during the period of insurance.

Your schedule tells **you** which sections of this policy booklet apply. Opposite each heading of cover on those pages **you** will find some exceptions that tell **you** what is not insured under that heading. There are also some general exclusions on page 15 that apply to all of the contract of insurance.

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

Thank **you** for choosing Ageas Insurance.

Signed for and on behalf of
Ageas Insurance Limited



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Policy definitions

All through this policy there are certain words printed in bold. These words have special meanings which are shown below and on pages 9 and 10.

Accidental damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

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

Buildings

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

Business equipment

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

Computer viruses

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

Contents

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

- a items held or used for business purposes (either totally or partly) other than **business equipment**;
- b **motor vehicles**, aircraft, gliders, hang gliders, microlights and specifically drones that are not designed to be used as a toy, caravans, trailers, boats, or any of their parts and accessories;
- c animals, birds, fish or any living thing; and
- d interior decorations.

Credit cards

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

Domestic employees

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

European area

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

Excess

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

Family

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

Garage

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

Garden items

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

Heave

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

High-risk property

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

Home

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

Incident

Any event that might lead to a claim.

Landslip

Downward movement of sloping ground.

Jewellery

Decorative items that are intended to be worn by **you** or **your family**, including rings, precious stones, necklaces, watches, bracelets, chains, earrings, cufflinks, brooches, studs, or ankle chains.

Maximum claim limit

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

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

The limit shown in the **schedule** for **high-risk property** applies within (not in addition to) the **maximum claim limit** for section 1 - **Contents** shown in the **schedule**.

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

- The **maximum claim limit** for section 2 – Personal legal protection is £50,000 for all **incidents** that arise from the same original cause.

Money

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

Motor vehicles

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

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

Outbuildings

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

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

- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

Period of insurance

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

Personal belongings

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

Proposal form and statement of insurance

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

Schedule

The document that shows:

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

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

Secured

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

Settlement

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

Specified items

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

Storm

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

Policy definitions - continued

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

Extreme rain or snow is:

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

Subsidence

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

Tenant

Any person who holds a contractual or an assured shorthold tenancy agreement with the landlord of **your home** or his/her representatives, but not lodgers, exchange students or any other paying guests or **domestic employees**.

Unfurnished

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

Unoccupied

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

Vermin

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

We, our, us

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

Registered in England and Wales No 354568

You, your

The person or people shown in the **schedule** as 'the insured' where at least one such person is also a tenant.

Policy conditions

1 Your contract of insurance

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

When **you** arranged this insurance:

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

The insurance will not be valid if:

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

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

2 The law that applies

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

3 Rights of third parties

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

4 Changes

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

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

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

- if **your home** will be **unoccupied** for more than 30 days in a row.

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

5 Precautions

You must take reasonable care to:

- take steps to keep **your home** and **contents** in a good state of repair; and
- avoid or limit any loss, damage to **your contents** or injury to those living in or visiting **your home**.

6 Security

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

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

7 Cancelling the policy and the cooling-off period

An administration charge of £7.50 (subject to Insurance Premium Tax) applies to all cancellations. **You** have 14 days from when **you** receive **your** policy documents or the commencement date of your policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund your full premium, less the administration charge. If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due.

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

Policy conditions - continued

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

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

As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy, less the administration charge. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

For cancellation of Section 2 – Personal Legal Protection, please see page 30 of **your** policy.

8 Other insurances

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

9 Fraudulent claims

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

10 Privacy Notice

Please refer to the Privacy Notice on page 35, which contains important information about **our** use of **your** personal details. Please make sure that **you** read the Privacy Notice carefully. By taking out this insurance policy, **you** confirm that **we** may use **your** personal information in this way. As the terms of the Privacy Notice will also apply to anyone else insured under **your** policy, **you** should also show the Privacy Notice to anyone else whose name **you** give to **us** in connection with **your** policy.

11 How to make a claim

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

Call **our** claims helpline on **0345 121 4982** to report the **incident**.

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

- Take reasonable action to protect the property from further loss or damage.

You must not:

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

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

It is a condition precedent to the Insurer's liability to pay any claim under this policy that **you** pay the premium. If **you** do not pay the premium, the Insurer will not be liable to pay any claims under this policy.

Personal legal protection

If **you** or **your family** are claiming for legal protection, please phone **0345 120 8415** between the hours of 9am-5pm, Monday to Friday.

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

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

12 How we will settle your claim

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

- Repair
- Replace
- Payment

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

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

- the amount by which the **contents** has gone down in value as a result of the claim; or
- the estimated cost to repair or replace **your contents**; whichever is the lowest.

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

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

We may take any outstanding premium from any payment **we** make.

Important

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

- Under section 1 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents** of **your home** with new items of the same or nearest equivalent quality and type.
- For **specified items** of **personal belongings, high-risk property** or any other **specified item**, the amount shown on the **schedule** must be enough to replace the item as new.

When an incident happens:

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

we may apply the following:

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

Matching pairs or sets

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

Matching carpets

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

Protecting sums insured

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

Your tenancy agreement

In the event of a claim, if **we** ask **you** for it, **you** must provide us with a copy of **your** tenancy agreement with the landlord.

13 Your policy

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

If any of the answers were incorrect or have changed, and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim.

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

Example a

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

Example b

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

14 Index-linking

If **you** have requested a specific sum insured amount for **contents** cover on which to base **your** premium, **we** will change the **maximum claim limit** each month. **We** will assess it each year on the renewal date. The change will be in line with the published Consumer Durables Index for **contents** cover. The amended **maximum claim limit** and the renewal premium will be shown in **your** renewal notice. **We** will not reduce these limits if an index value reduces unless **you** ask **us** to do so. If **you** have not requested a specific sum insured amount for **contents** index-linking will not apply.

Policy conditions - continued

15 Language

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

16 Lapsed policy warning

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

General policy exclusions

The policy does not cover the following general policy exclusions.

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

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

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

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

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

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

- Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured).

This includes but is not limited to the following:

- loss of earnings, travel costs, loss assessor fees, the cost of preparing a claim, compensation for stress and/or inconvenience.
- Property more specifically covered by another policy of insurance.
- Any criminal or deliberate act by **you** or **your family**.
- Any reduction in the market value of any property following its repair or reinstatement.
- Any loss, damage, injury or accident that commenced before this policy came into force.
- **Your** policy does not cover claims arising from wear and tear or gradual deterioration. It is **your** responsibility to keep **your home** in a good condition.

Section 1 – Contents

What is insured	What is not insured
<p>Your and your family's contents are covered when they are:</p> <ul style="list-style-type: none">• in the buildings of the home; and• in the open but within the boundary of the home. <p>The most we will pay The contents are covered up to the maximum claim limit shown in the schedule when in the main building of your home. However, the following limits apply.</p> <p>High-risk property</p> <ul style="list-style-type: none">• The most we will pay for any one claim is the maximum claim limit for high-risk property shown in the schedule.• The most we will pay for any one item is the maximum claim limit shown in the schedule. <p>Business equipment</p> <ul style="list-style-type: none">• The most we will pay for any one claim is the maximum claim limit for business equipment shown in the schedule.• The most we will pay for any one item of business equipment is the maximum claim limit shown in the schedule. <p>Contents in the open (but within the boundary of your home)</p> <ul style="list-style-type: none">• The most we will pay for any one claim is the maximum claim limit for contents in the open shown in the schedule. <p>Money</p> <ul style="list-style-type: none">• The most we will pay for any one claim is the maximum claim limit for money shown in the schedule. <p>Credit cards</p> <ul style="list-style-type: none">• The most we will pay for any one claim is the maximum claim limit for credit cards shown in the schedule. <p>Deeds and document</p> <ul style="list-style-type: none">• The most we will pay for any one claim is the maximum claim limit for deeds and documents shown in the schedule. <p>Metered oil or water</p> <ul style="list-style-type: none">• The most we will pay for any one claim is the maximum claim limit for metered oil or water shown in the schedule.	<p>The excess shown in the schedule for every incident. Anything more specifically insured in another part of this policy.</p> <p>Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
<p>The causes covered</p> <p>The contents are covered for loss or damage caused by the following.</p>	<p>The excess shown in the schedule for every incident.</p>
<p>1 Fire or smoke, explosion, lightning or earthquake.</p>	<p>1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</p>
<p>2 Riot, civil commotion and labour or political disturbances and strikes.</p>	<p>2 Loss or damage that is not reported to the police within seven days.</p>
<p>3 Malicious damage.</p>	<p>3 Malicious damage caused:</p> <ul style="list-style-type: none"> • by you or your family; • by a person lawfully allowed to be in your home; • when your home is unoccupied or unfurnished; or • by computer viruses.
<p>4 The buildings being hit by:</p> <ul style="list-style-type: none"> • aircraft or other flying objects or anything dropped from them; • fireworks; • vehicles, trains or trams; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles. 	<p>4 Loss or damage caused by domestic animals, birds or pets.</p> <p>The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your contents.</p> <p>Damage caused by cutting down all or part of a tree.</p>
<p>5 Storm or flood.</p>	<p>5 Storm or flood damage to property away from your home and not in a building.</p> <p>Loss or damage that happens gradually over a period of time.</p> <p>Loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.</p>
<p>6 Subsidence or ground heave of the site your home stands on, or landslip.</p>	<p>6 Loss or damage caused by:</p> <ul style="list-style-type: none"> • the sea or river wearing away the land; • faulty design or construction of the buildings or their foundations; • demolishing, altering or repairing the buildings; or • the foundations of the building or the materials from which they are built shrinking or expanding. <p>Loss or damage for which compensation is provided by contract or legislation.</p> <p>Damage that started before this policy came into force.</p>
<p>7 Escaping water</p> <p>Water leaking from any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.</p>	<p>7 Loss or damage:</p> <ul style="list-style-type: none"> • to the fixed domestic water or heating system itself; • when the main building of your home is unoccupied or unfurnished; • that has been happening gradually over a period of time while you and/or your family have been living in your home; or • caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.

Section 1 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>8 Theft or attempted theft. The most we will pay for any one claim for theft of contents from an outbuilding or garage is the maximum claim limit for theft of contents in an outbuilding or garage shown in the schedule. The most we will pay for any one claim for theft of contents from a secured outbuilding or garage built of brick, stone or concrete and kept in good repair is the maximum claim limit for theft of contents in a secured outbuilding or garage shown in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>8 Theft or attempted theft:</p> <ul style="list-style-type: none"> • by deception, unless entry only is gained by deception; • by you or any member of your family, domestic employees, lodgers, paying guests or tenants; • when your home is unoccupied or unfurnished; • when your home or any part of it is sublet to or occupied by someone who is not a member of your family, unless force causing damage to the main building of the home was used to get in or out of the building. • of money, unless force causing damage to the main building of the home was used to get into or out of the building. or • if the total value of all jewellery in your home exceeds £5,000, unless the jewellery and watches are kept in a locked safe when not being worn or carried by you or your family. • Any amount above the amount shown in the schedule.
<p>9 Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p>	<p>9 Loss or damage to the fixed domestic oil-fired heating system itself. Loss or damage that has been happening gradually over a period of time while you and/or your family have been living in your home.</p>
<p>10 Accidental loss of metered water or oil in domestic heating systems. The most we will pay is the maximum claim limit shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>10 Loss while the home is unoccupied or unfurnished. Any amount above the amount shown in the schedule.</p>
<p>11 Public and personal liability We will pay all amounts you or a member of your family legally have to pay for causing:</p> <ul style="list-style-type: none"> • death, bodily injury, illness or disease; or • loss of or damage to property; <p>which is caused by an accident happening during the period of insurance and arising;</p> <ul style="list-style-type: none"> • from your occupation (but not ownership) of the buildings; • in a private role not connected with owning the buildings; or • from the employment by you or your family of domestic staff. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing. If you die, we will indemnify (protect) your legal representative against your or your family's liability.</p>	<p>11 Death, bodily injury, illness or disease suffered by you, your family or a domestic employee. Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family. Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> • mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour; • aircraft, except model aircraft that have a wing span of less than 10 feet; • gliders, hang-gliders and microlights; • hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian-controlled models or toys and hand or foot-propelled boats; • caravans, horse boxes, trailers or trailer tents; • firearms, except legally held sporting guns used for sporting purposes; • animals - however, you are insured for domestic dogs, except those specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or

What is insured	What is not insured
<p>The causes covered</p>	<p>The excess shown in the schedule for every incident.</p> <ul style="list-style-type: none"> lift (other than a stairlift) you own or you are responsible for maintaining. <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> a direct or indirect result of an assault or alleged assault; any deliberate or malicious act; hunting or racing of any kind, except on foot; or your business, trade, profession or employment. <p>We won't pay for claims that arise from you owning or using an electric bicycle.</p> <p>Any claim where you would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.</p> <p>Liability arising from any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>12 Liability for domestic employees</p> <p>We insure you against your legal liability for all amounts you have to pay for accidental bodily injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.</p> <p>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>12 Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.</p> <p>Natural failure, wear and tear of drains.</p> <p>Deterioration of materials, faulty design and drainage which did not meet the Building Regulations at the time of construction.</p> <p>Damage to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.</p>
<p>13 Tenant's liability</p> <p>We insure you against your legal liability as a tenant of your home for all amounts you have to pay for:</p> <ul style="list-style-type: none"> damage to the structure of your home, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 1 of this policy; the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home; accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and accidental breakage to fixed sanitary fittings and bathroom fittings. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p> <p>If you make a claim you will need to provide evidence that you are legally liable for the damage.</p>	<p>13 Damage to the structure of your home, or to the landlord's fixtures, fixings and interior decorations, caused by the causes 1 to 9 under section 1 of this policy, while your home is unoccupied or unfurnished.</p> <p>Loss or damage excluded under any of the causes 1 to 9 of section 1 - Contents.</p> <p>Any amount above the amount shown in the schedule.</p>

Section 1 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>14 Unpaid damages</p> <p>We will pay the unpaid amount of any award made in your favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>We will pay the amount if:</p> <ol style="list-style-type: none"> you have not received full payment within three months of the date of the award; the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands; you would have had a valid claim under cause 12 of this policy if the award had been made against you; and there is not going to be an appeal. <p>After we have made a payment, we may enforce your rights against the person who should have made the payment. (In this case, we will keep any amounts we get back.)</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>The excess shown in the schedule for every incident.</p> <p>14 Any amount above the amount shown in the schedule.</p>
<p>15 Contents temporarily removed</p> <p>Your contents are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from your home but within the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>However, for theft of your contents (excluding money), the theft must be from:</p> <ul style="list-style-type: none"> any bank or safe deposit, or while you or any member of your family are taking the items to or from the bank or safe deposit; a home or a building you or your family are working or living in temporarily; or any other building if there are visible signs that force or violent means were used to get into or out of the building. <p>Money is covered away from your home only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building. The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>15 Loss or damage:</p> <ul style="list-style-type: none"> to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions); caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; by storm, flood or malicious damage to items not in a building; in halls of residence or student accommodation; to any item taken out of your home to sell, display or exhibit; during removals; or from a caravan, mobile home or motor home. <p>Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
<p>The causes covered</p> <p>16 Rent and alternative accommodation If you cannot live in your home because of damage insured under this section:</p> <ul style="list-style-type: none"> • we will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets until you can live in your home again; and • we will also pay any rent you are liable to pay under your tenancy agreement while you are not living in your home. <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>The excess shown in the schedule for every incident.</p> <p>16 Any amount above the amount shown in the schedule.</p>
<p>17 Replacement locks and keys We will pay the cost of replacing and installing locks on outside doors following the theft of your keys if you are responsible for the replacement of the locks under your tenancy agreement.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>17 Any amount above the amount shown in the schedule.</p>
<p>18 Household removal If your contents are professionally packed and carried, we will insure you against loss or damage to the contents while they are:</p> <ul style="list-style-type: none"> • being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between your old address and your new address; • on their way to or from a furniture depository; and • being loaded or unloaded. 	<p>18 Loss of or damage to:</p> <ul style="list-style-type: none"> • glass or other fragile items; or • property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions.)
<p>19 Fatal injury If you or any member of your family have a fatal injury:</p> <ul style="list-style-type: none"> • caused by a fire in your home; or • as a result of an assault in your home; <p>we will pay the amount shown in the schedule for the person who dies, but only if they die within 12 months of the fire or assault.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>19 Any amount above the amount shown in the schedule.</p>
<p>20 Shopping in transit Loss of or damage to food and other items while you are bringing them to your home from the shop or shops where you bought them.</p> <p>The most we will pay is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>20 Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> • the item is kept in a locked covered boot or glove compartment; • all access points to the vehicle are closed and locked; • any extra security systems are activated; or • there is evidence that forcible and violent entry took place. <p>Any amount above the amount shown in the schedule.</p>

Section 1 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>21 Tenant's home improvements We will pay for loss of or damage to interior decorations and any home improvements you have paid for, as long as this loss or damage is as a result of any of the causes covered in this section and you are responsible for the damage under the terms of your tenancy agreement. The most we will pay in any one period of insurance is the maximum claim limit shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>The excess shown in the schedule for every incident.</p> <p>21 Any amount above the amount shown in the schedule.</p>
<p>22 Compulsory evacuation alternative accommodation We will pay the reasonable cost of necessary alternative accommodation for you, your family, your domestic pets and horses if your home cannot be lived in because a local authority prohibits you from living in your home following loss or damage to a neighbouring property and the landlord or his/her representatives fail to offer alternative accommodation themselves. This cover will operate for a period of 30 days from the date of compulsory evacuation. The most we will pay in any one period of insurance is shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>22 Any amount above the amount shown in the schedule.</p>
<p>23 Loss or damage to downloaded data We will pay for loss or damage covered under this section to non-recoverable electronic data that you or a member of your family have legally downloaded. If you make a claim for downloaded data we will ask you for proof that you downloaded this data. The most we will pay in any one period of insurance is the amount shown in the schedule. This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>23 Any amount above the amount shown in the schedule.</p>

Section 1 Contents optional cover – Accidental damage extension

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>The contents are covered under this section.</p> <p>The causes covered</p> <p>24 Accidental damage</p>	<p>The excess shown in the schedule for every incident.</p> <p>24 Loss or damage:</p> <ul style="list-style-type: none"> • by any cause or event already covered under Section 1 Contents; • to clothing, including furs; • to documents or securities such as share or bond certificates; • to money; • to food and drink; • to sports equipment when it is being used; • to reeds, strings or drum skins of musical instruments; • to dentures while being used for eating; • to contact or corneal lenses; • to crowns, caps or fillings in teeth; • to pedal cycle tyres caused by cuts, bursts or punctures; • caused by wear and tear or loss in value; • caused by insects, moths, vermin, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; • happening gradually over a period of time; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; • when your home is unfurnished or unoccupied; • when your home or any part of it is sublet or lived in only by someone who is not a member of your family; • caused maliciously by you or your family or by a person lawfully allowed to be in your home; • caused by chewing, scratching, tearing or fouling by domestic animals or pets; • caused by electrical or mechanical breakdown; • caused by computer viruses; • to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats; • caused by faulty workmanship or design; • of data or information arising as a result of any computer data-processing equipment or similar device failing to correctly recognise any date or time; • to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time; • arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your contents; • that does not arise from one identifiable event which directly and immediately caused the loss or damage. • caused by your power supply being cut off by the supplier or as a result of an action by the landlord or his/her representatives; • caused by a strike, a lockout or an industrial dispute; or • caused by rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear. <p>Any amount over £500, unless we have agreed a higher amount in writing, for damage to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material while they are being handled.</p>

Section 1 Contents optional cover – Accidental damage extension continued

What is insured	What is not insured
<p>The causes covered</p> <p>25 Accidental damage to televisions sets (and their aerials), satellite receivers or decoders, radios, audio equipment, video recording equipment, DVD players and games consoles capable of playing DVDs or desk-top personal computers</p>	<p>The excess shown in the schedule for every incident.</p> <p>25 Damage:</p> <ul style="list-style-type: none"> to items designed or intended to be hand-held, carried or portable; including e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite navigation systems and laptop computers; to musical instruments; to television sets, caused whilst using electronic gaming equipment; to records, compact discs, computer disks, cassette tapes, DVDs or other data storage devices; caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item; caused by wear and tear or deterioration; caused by electrical or mechanical breakdown; from light, or atmospheric or climatic conditions; caused by scratching or denting; caused by computer viruses; or when your home is unoccupied or unfurnished.
<p>26 Accidental damage in your home to:</p> <ul style="list-style-type: none"> Fixed glass in furniture (but not glass in pictures or clocks); glass shelves; glass tops to furniture; fixed glass in mirrors; or ceramic hobs in free standing cookers and ceramic tops in free standing cookers. 	<p>26 Loss or damage caused by scratching or denting. When your home is unoccupied or unfurnished.</p>
<p>27 Damage to food in any refrigerator or deep freezer caused by;</p> <ul style="list-style-type: none"> a rise in temperature; or contamination by refrigerant or refrigerant fumes. <p>The most we will pay is the maximum claim limit shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>27 Loss or damage caused by:</p> <ul style="list-style-type: none"> your power supply being cut off by the supplier; or a strike, a lockout or an industrial dispute. <p>Any amount above the amount shown in the schedule.</p>

Section 1 Contents optional cover – Unspecified personal belongings extension

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your or your family's pedal cycles, personal belongings, money and credit cards are covered in the European area. Cover is also provided anywhere else in the world for up to 60 days in any period of insurance.</p> <p>We treat a pair or set of items as a single item. We treat a bag of golf clubs, whether or not by the same manufacturer, as a set.</p> <p>The causes covered</p> <ul style="list-style-type: none"> Loss of or damage to pedal cycles, personal belongings, money and credit cards. Financial loss if your credit card is lost or stolen and someone else uses it. 	<p>The excess shown in the schedule for every incident.</p> <p>Loss happening within the home to items which are not high-risk property.</p> <p>Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.</p> <p>Any amount above the amount shown in the schedule.</p>

What is insured

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

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

The most we will pay

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

What is not insured

Loss or damage:

- as a result of causes 1-9 of section 2-Contents
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- from wear and tear or loss of value;
- caused by moths, **vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to camping equipment;
- to documents and securities such as share or bond certificates;
- to portable televisions, car audio or car audio-visual equipment and car phones;
- to china or glass (except spectacles);
- to contact or corneal lenses;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- to furniture or household goods;
- to trees, shrubs or plants growing in the garden;
- to animals;
- to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats;
- to **motor vehicles**, trailers, caravans, boats or the accessories or associated equipment belonging to any of these;
- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;
- to pedal cycles **you** do not keep in **your home** when not in use;
- to accessories or removable parts of pedal cycles unless they are lost or damaged at the same time and by the same **incident** as the pedal cycle; or
- to pedal cycle tyres caused by cuts, bursts or punctures.

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

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

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

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

Electrical or mechanical breakdown.

Section 1 Contents optional cover – Specified personal belongings extension

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your and your family’s specified personal belongings and high-risk property (that are individually listed in the schedule) are covered in the European area. Cover is also provided anywhere else in the world for up to 60 days in any period of insurance.</p> <p>The causes covered</p> <p>Loss or damage, but we will pay a claim for loss or theft only if you report the loss or theft to the local police within 24 hours of discovering it.</p> <p>The most we will pay</p> <p>The most we will pay for any specified item is the maximum claim limit shown in the schedule next to each item. If you make a claim, you will need to give us evidence that you own the item you are claiming for. For any specified item you may need to provide a valuation; this will be indicated in your schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">• to sports equipment when it is being used;• to reeds, strings or drum skins of musical instruments;• to dentures while being used for eating;• to crowns, caps or fillings in teeth;• from wear and tear or loss of value;• to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats;• caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;• caused by scratching or denting;• caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; or• caused by chewing, scratching, tearing or fouling by domestic animals or pets. <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none">• the item is kept in a locked covered boot or glove compartment;• all access points to the vehicle are closed and locked;• any extra security systems are turned on; or• there is evidence that forced and violent entry took place. <p>Loss or damage to portable computers caused by theft or attempted theft from a motor vehicle between 7pm and 7am. Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.</p> <p>Electrical or mechanical breakdown.</p>

Section 1 Contents optional cover – Pedal cycles extension

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your and your family's pedal cycles (listed in the schedule) are covered in the European area. Cover is also provided anywhere else in the world for up to 60 days in any one period of insurance.</p> <p>The causes covered</p> <p>Loss or damage.</p> <p>The most we will pay</p> <p>The most we will pay for pedal cycles is the amount shown against each cycle in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>Theft or attempted theft of an unattended pedal cycle unless the pedal cycle is either:</p> <ul style="list-style-type: none">• in a locked building; or• secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object. <p>Loss or damage:</p> <ul style="list-style-type: none">• to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;• to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;• to pedal cycles you do not keep at home when not in use;• to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time and by the same incident as the pedal cycle;• from wear and tear or loss of value;• caused by moths, vermin, parasites, insects, atmospheric conditions, light or other gradual causes;• caused by scratching or denting; or• caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle. <p>Mechanical breakdown.</p> <p>Cuts, bursts or punctures to tyres.</p>

Section 2 – Personal legal protection

(This section applies only if shown in the **schedule**)

Welcome to DAS

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

Online law guide and document drafting

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

Helping you with your legal problems

If **you** wish to speak to our legal teams about a legal problem, please phone **us** on **0345 120 8415**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice. Please refer to page 5 for information on our helpline services.

When you need to make a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0345 120 8415** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether you are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next. Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim. All through this section there are certain words printed in **bold**. These words have special meanings that are shown as definitions below which are only applicable to this section.

Definitions

Appointed representative

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

costs and expenses

- a All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.

- b The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

countries covered

- a For insured incidents 2 Contract disputes and 3 Personal injury:
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- b For all other insured incidents:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

date of occurrence

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

identity theft

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

period of insurance

The period for which **we** have agreed to cover **you**.

preferred law firm

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

reasonable prospects

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

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners.

Anyone claiming under this policy must have the policyholder's agreement to claim.

Our Agreement

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

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an **insured incident** occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to us during or within 30 days after the expiry of the same **period of insurance**.
- 3 any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 4 the insured incident happens within the **countries covered**.

Conditions

1 Your legal representation

- a On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2 Your responsibilities

- a **You** must co-operate fully with **us** and the **appointed representative**.
- b **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3 Offers to settle a claim

- a **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- b If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- c **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- d Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4 Assessing and recovering costs

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

5 Cancelling an appointed representative's appointment

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

6 Withdrawing cover

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

7 Expert opinion

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

Section 2 Personal Legal Protection - continued

(This section applies only if shown in the **schedule**)

8 Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through our internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.

9 Keeping to the policy terms

You must:

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

10 Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. We can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium. It is important to note that charges may apply to any

refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11 Fraudulent claims

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

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

12 Claims under this policy by a third party

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

13 Other insurances

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

14 Law that applies

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

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- a the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- b The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a preferred law firm. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- c in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- d for an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
- e where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

- a In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**
- b The first £250 of any claim for legal nuisance or trespass. **You** must pay this as soon as **we** accept the claim. If **you** are using a preferred law firm, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

What is insured	What is not insured
<p>Incidents that are insured</p> <p>1 Employment disputes A dispute relating to your contract of employment.</p> <p>Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a any claim relating solely to personal injury b a settlement agreement while you are still employed.
<p>2 Contract disputes A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:</p> <ul style="list-style-type: none"> a buying or hiring in goods or services b selling goods. c renting your principle home as a tenant <p>Please note that:</p> <ul style="list-style-type: none"> i you must have entered into the agreement or alleged agreement during the period of insurance, and ii the amount in dispute must be more than £250. including VAT. 	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT) b the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim) c a dispute arising from any loan, mortgage, pension, investment or borrowing d a motor vehicle owned by or hired or leased to you. e a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from you buying or selling your principal home or you renting your principal home as a tenant). However, we will cover a dispute with a professional adviser in connection with these matters.
<p>3 Property protection A civil dispute relating to your principal home, or personal possessions, that you own, or are responsible for, following:</p> <ul style="list-style-type: none"> a an event which causes physical damage to such property but the amount in dispute must be more than £100 b a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it) c a trespass. <p>Please note you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> i a contract you have entered into ii any building or land except your main home iii someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority iv work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage v mining subsidence vi adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession) vii the enforcement of a covenant by or against you.
<p>4 Personal injury A specific or sudden accident that causes your death or bodily injury to you.</p> <p>Please note that we will not defend your legal rights but we will cover defending a counter-claim.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a illness or bodily injury that happens gradually b psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you c clinical negligence (please refer to insured incident 5 Clinical Negligence).
<p>5 Clinical Negligence An identified negligent act of surgery or identified negligent clinical or medical procedure which causes death or bodily injury to you.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a the failure or alleged failure to correctly diagnose your condition b psychological injury or mental illness that is not associated with you having suffered physical bodily injury.

What is insured	What is not insured
<p>6 Tax protection A comprehensive examination by HM Revenue & Customs that considers all areas of your self-assessment tax return, but not enquiries limited to one or more specific area.</p>	<p>a Any claim if you are self-employed, or a sole trader, or in a business partnership. b An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.</p>
<p>7 Legal defence Costs and expenses to defend your legal rights if an event arising from your work as an employee leads to a you being prosecuted in a court of criminal jurisdiction b civil action being taken against you under: • discrimination legislation.</p>	<p>a Any claim relating to you driving a motor vehicle. b Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data</p>
<p>8 Missing Work Your absence from work: a to attend any court or tribunal at the request of the appointed representative b to perform jury service c to carry out activities specified in your identity theft action plan under insured incident identity theft</p>	<p>Any claim if you are unable to prove your loss.</p>
<p>9 Identity theft legal protection Following an insured person's identity theft: 1 we will pay legal costs to reinstate the insured person's identity including costs for the signing of statutory declarations or similar documents; 2 we will negotiate for the insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft; 3 we will pay loan rejection fees and any re-application administration fee for a loan when the insured person's original application has been rejected; 4 we will pay an insured person's attendance expenses. Provided that i the insured person files a police report and notifies banks and building societies as soon as possible; and ii the insured person tells us if they have previously been subjected to identity theft; and iii the insured person takes all reasonable action to prevent continued unauthorised use of their identity.</p>	<p>A claim relating to the following: a fraud committed by anyone entitled to make a claim under this policy b losses arising from your business activities.</p>

Policy exclusions relating to this section

We will not pay for the following: **We** will not pay for the following:

1 Late reported claims

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

2 Costs we have not agreed

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

3 Court awards and fines

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

4 Legal action we have not agreed

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

5 Defamation

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

6 A dispute with DAS

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

7 Judicial review

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

8 Nuclear, war and terrorism risks

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

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

9 Litigant in person

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

10 Inappropriate Conduct

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

Data Protection

To 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 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 7 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 to cancel **your** policy or request that we no longer use **your** personal data, please contact **us** at dataprotection@das.co.uk.

Section 2 Personal Legal Protection - continued

(This section applies only if shown in the **schedule**)

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
BS1 6NH
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 above. 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

Our Head and Registered Office

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, 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

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:

DAS LawAssist is a trading name of DAS Legal Expenses Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, 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.daslawassist.co.uk

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **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. Please ask **your insurance adviser** if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** including **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). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters 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 the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are 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** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will 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 information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

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).

Complaints about your Section 2 – personal legal protection policy

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address below.

Or you can phone us on **0344 893 9013** or email us at customerrelations@das.co.uk. Details of our internal complaint-handling procedures are available on request.

Or you can write to DAS at:
DAS Customer Relations Department
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

If you're unhappy with your response from DAS, you may find your dispute is more suitably handled by the Legal Ombudsman Service. Details of how to complain to the Legal Ombudsman online can be found on its website at www.legalombudsman.org.uk.

You can also call them on 0300 555 0333.

Or you can write to them at:
Legal Ombudsman Service
PO Box 6806
Wolverhampton
WV1 9WJ

Taking a complaint to the Ombudsman won't affect your legal rights.

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**.

To make a claim, call 0345 121 4982
Please add this number to your mobile phone

Ageas Insurance Limited

Registered address

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

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039

