House Guard Extra
Policy Wording

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To make a claim, call 0845 122 3019
Please add this number to your mobile phone
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## Useful telephone numbers

Household claims **0845 122 3019**

The Household claims helpline is open 24 hours a day, 365 days a year. Calls charged at local rates.
Important Notice
Useful hints and tips to help you to protect your home

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

**Freeze and Escape of Water**

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

**Storm**

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

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

**Theft**

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

**Fire**

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

Please note that this home insurance policy is designed to insure your property against loss or damage. It does not cover the maintenance of your home. That means we will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance. We also do not cover damage that happens over time such as damp, rot or damage from vermin. You should keep your property in good repair, and take reasonable steps to avoid loss or damage.

No claims discount
As long as a claim has not been made during the period of insurance immediately before your renewal, we will include any available discount in your renewal premium. You may not transfer this discount to any other person. If a claim is made during the period of insurance, at renewal any available discount will be reduced or removed. This means that you may have to pay a higher renewal premium. In addition we may increase your excess from renewal.

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

Fraud, misrepresentation and non-disclosure
A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:
• Provide answers to our questions which are dishonest, inaccurate or misleadingly incomplete
• Mislead us in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence us to accept a claim
• Make a fraudulent or false claim in full or in part:
  − by providing false information in order to influence us to accept a claim;
  − by exaggerating the amount of the claim; or
  − by supplying false or invalid documents in support of a claim.

How we deal with fraud to protect us and our customers
If we find that fraud has been committed we will have the right to:
• void the policy and may not refund any premium
• refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
• recover any costs incurred by us, including investigation and legal costs
• recover the cost of any previously paid claims
In addition, we may:
• inform the police, which could result in prosecution
• inform other organisations as well as anti-fraud databases
Household Claims – 24 hour claims helpline

Words written in bold have special meanings. These meanings are explained in the policy definitions section of your policy booklet on pages 8, 9, 10, 38 and 39.

Household Claims – 24 hour claims helpline

The claims helpline is open 24 hours a day, 365 days a year 0845 122 3019

The Household Claims Helpline is a response service with operators who can immediately confirm whether your policy covers you for the incident. We may record or monitor calls for training purposes or to improve the quality of our service. We will not accept responsibility if any helpline service fails for reasons we cannot control. When phoning, please have your policy number ready.

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 3 – Personal legal protection

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

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

Ageas Legal Guard Assistance

You can contact our UK-based call centres 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on your enquiry. To help us check and improve our service standards, we record all inbound and outbound calls, except those to the counselling service. When phoning, please tell us your policy number and the name of the insurance provider who sold you this policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

Legal Advice Service call 0845 120 8415

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

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

Identity Theft Service call 0844 848 7071

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

Counselling service call 0844 893 9012

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

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

Health and Medical information service call 0845 120 8415

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

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

Childcare Assistance call 0845 120 8415

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

Domestic Assistance Service call 0845 120 8415

If you have an emergency in your home that needs immediate attention DAS can arrange help from a contractor. You must pay the contractor’s costs, including any call-out charges.
Household claims – continued

However, if the damage is covered by your policy, you should phone the 24 hour claims helpline straight away.

Veterinary Assistance Service call
0845 120 8415
If your pet is injured, DAS can help to find a vet who can offer treatment.

Tax Advice Service call 0845 120 8415
We offer confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.
House Guard Extra Policy

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

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

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

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

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

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

Your schedule tells you which sections of this policy booklet apply. Opposite each heading of cover on those pages you will find some exceptions that tell you what is not insured under that heading. There are also some general exclusions on page 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
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, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or jacuzzis, hard tennis courts and any *outbuildings* but not *garden items*.

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

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

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

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

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

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

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

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

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

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

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

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

Landslip
Downward movement of sloping ground.

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

- The maximum claim limit for section 1 - Buildings is shown in your schedule.
- The maximum claim limit for Section 2 - Contents is shown in your schedule.
- The maximum claim limit for section 3 – Personal legal protection is £50,000 for all incidents that arise from the same original cause.

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

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

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons’ buggies that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that are not licensed for road use;
- 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 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. 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.
Definitions - continued

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

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

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

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

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

We, our, us
Ageas Insurance Limited. Registered office address:
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA
Registered in England and Wales No 354568.

You, your
The person or people shown in the schedule as ‘the insured’.

We, our, us
Ageas Insurance Limited. Registered office address:
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA
Registered in England and Wales No 354568.

You, your
The person or people shown in the schedule as ‘the insured’.
Policy conditions

1 Your contract of insurance

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

When you arranged this insurance:

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

The insurance will not be valid if:

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

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

2 The law that applies

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

3 Rights of third parties

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

4 Changes

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

In particular, you must tell us:

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

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

5 Precautions

You must take reasonable care to:

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

6 Security

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

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

7 Cancelling the policy and the cooling-off period

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

You may cancel your policy at anytime after the cooling-off period by telephoning or writing to us. As long as you have not made a claim, we will refund you for the time that was left on your policy, less the administration charge. If any claim has been made during the period of cover provided, you must pay the full annual premium and you will not be entitled to any refund.
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 3 – Personal Legal Protection, please see page 40 of your policy.

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

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

10 Data Protection Notice
Please refer to the Data Protection Notice on page 44, which contains important information about our use of your personal details.

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

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

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

Buildings and/or Contents
Call our claims helpline on 0845 122 3019 to report the incident.
- Tell the police as soon as reasonably possible if something is lost or if you suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- If we have asked you to fill in a claim form, send this back to us, with everything we have asked for, within 30 days of us sending it to you.

Immediately send us any written claim which is made against you, and give us full details of any verbal claims made against you.

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

You must not:
- throw away, get rid of or destroy any items that are damaged until we say so;
- admit or deny responsibility for any incident; or
- negotiate or settle any claims made against you by anyone else, unless we agree in writing that you can.

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

Personal legal protection
If you or your family are claiming for legal protection, please phone 0845 120 8415 between the hours of 9am-5pm, Monday to Friday.

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

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

12 How we will settle your claim
When settling your claim we have the following options available to us and we will decide which is most appropriate:
- Repair
- Replace
- Rebuild
- Payment

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

If we decide it is not appropriate to repair, rebuild or replace your buildings and/or contents, we will send you a payment representing:
- the amount by which the buildings and/or contents has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild your buildings and/or contents;

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

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

If we pay a claim for the same cause happening at the same time under more than one of the buildings, contents or personal possessions sections, we will only take off one excess.

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

Important

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

• Under section 1 - Buildings, the maximum claim limit must be enough to fully rebuild your home, including the cost of demolishing any existing structures (if needed) and removing debris.

• Under section 2 - Contents, the maximum claim limit must be enough to replace all the contents of your home with new items of the same or nearest equivalent quality and type.

• For specified items of personal belongings, high-risk property or any other specified item, the amount shown on the schedule must be enough to replace the item as new.

When an incident happens:

• if the maximum claim limit under any section is less than the current cost of replacing, repairing or rebuilding the property as new; or

• if any amount shown in the schedule for personal belongings, high-risk property, pedal cycles or any other specified item is less than the current cost of replacing the item as new;

we may apply the following:

• Buildings

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

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

• Contents

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

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

Matching pairs or sets

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

Matching carpets

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

Buildings section

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

• flat or felt roofs; or

• gates or fences damaged by falling trees.

Protecting sums insured

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

13 Your policy

Your policy is based on the answers you gave about yourself which allowed us to assess the chance of you suffering a loss, based on statistics that we have gathered over many years.

The information allowed us to decide what premium to charge you and what conditions should apply to your cover.

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

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

Example a

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

Example b

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

14 Index-linking
If you have requested a specific sum insured amount for buildings or contents cover on which to base your premium, we will change the maximum claim limit each month. We will assess it each year on the renewal date. The change will be in line with the published Consumer Durables Index for contents cover and the House Rebuilding Cost Index for buildings. The amended maximum claim limit and the renewal premium will be shown in your renewal notice. We will not reduce these limits if an index value reduces unless you ask us to do so. Index-linking the buildings maximum claim limit will continue during replacement or repair following a loss or damage as long as the replacement or repair is carried out without unnecessary delay.
If you have not requested a specific sum insured amount for buildings or contents index linking will not apply.

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

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

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

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

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

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

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

- Any action taken to control or prevent terrorism.
- Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
  - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
  - riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;
  - property being confiscated or detained by customs or other officials;
  - pressure waves caused by aircraft and other flying objects travelling at any speed;
  - ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
  - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
  - war, invasion, revolution or any similar event.

- Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the pollution or contamination:
  - did not happen suddenly;
  - was the result of an intentional act;
  - was expected or should have been expected;
  - happened before the policy started; or
  - is not reported to us as soon as possible and within 30 days of the end of the period of insurance in which it happened.

- Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which you are insured). This includes but is not limited to the following:
  - loss of earnings, travel costs, loss assessor fees, the cost of preparing a claim, compensation for stress and/or inconvenience.

- Property more specifically covered by another policy of insurance.

- Any criminal or deliberate act by you or your family.

- Any reduction in the market value of any property following its repair or reinstatement.

- Any loss, damage, injury or accident that commenced before this policy came into force.

- Your policy does not cover claims arising from wear and tear or gradual deterioration. It is your responsibility to keep your home in a good condition.
# Section 1 – Buildings

(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Your buildings</strong> are covered under this section.</td>
<td>The <strong>excess</strong> shown in the schedule for every incident.</td>
</tr>
<tr>
<td><strong>The most we will pay</strong> The most we will pay for loss of or damage to the buildings is the <strong>maximum claim limit</strong> shown in the schedule.</td>
<td></td>
</tr>
<tr>
<td><strong>The causes covered</strong> The buildings identified in the schedule are covered for loss or damage caused by any of the following;</td>
<td></td>
</tr>
<tr>
<td>1 Fire or smoke, explosion, lightning or earthquake.</td>
<td>1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</td>
</tr>
<tr>
<td>2 Riot, civil commotion and labour or political disturbances and strikes.</td>
<td>2 Loss or damage that is not reported to the police within seven days.</td>
</tr>
<tr>
<td>3 Malicious damage.</td>
<td>3 Malicious damage caused:</td>
</tr>
<tr>
<td>4 The buildings being hit by: • aircraft or other flying objects, or anything dropped from them; • vehicles, trains or trams; • fireworks; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles.</td>
<td>4 Loss or damage • caused by domestic animals, birds or pets; • to aerials, aerial fittings, satellite dishes or masts; • arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings; or • to hedges, gates and fences.</td>
</tr>
<tr>
<td>5 Storm or flood.</td>
<td>5 Loss or damage: • to gates, fences or swimming-pool, Jacuzzi and hot tub covers; • caused by frost; • caused by <strong>subsidence</strong>, ground <strong>heave</strong> or <strong>landslide</strong> (this damage is covered under cause 6); • that happens gradually over a period of time; • that does not arise from one identifiable event which directly and immediately caused the loss or damage; or • to cellars and basements as result of a rise in the water table.</td>
</tr>
<tr>
<td>What is insured</td>
<td>What is not insured</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>The causes covered</td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td>6 <strong>Subsidence</strong> or ground <strong>heave</strong> of the site the <strong>buildings</strong> stand on, or <strong>landslide</strong>.</td>
<td></td>
</tr>
<tr>
<td>7 Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet. <strong>We</strong> will also reimburse reasonable costs <strong>you</strong> have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings. <strong>You</strong> must get our agreement before work starts in order to receive this benefit. <strong>We</strong> will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak. This cover is provided within (not in addition to) the <strong>maximum claim limit for buildings</strong>.</td>
<td>7 <strong>Loss or damage</strong>:</td>
</tr>
<tr>
<td></td>
<td>• to the <strong>buildings</strong> or their foundations because the materials they are built from shrink or expand;</td>
</tr>
<tr>
<td></td>
<td>• caused by the compaction of infill;</td>
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<tr>
<td></td>
<td>• to the <strong>buildings</strong> or their foundations by <strong>settlement</strong>; unless the <strong>settlement</strong> is caused by <strong>subsidence</strong> of the site on which the <strong>buildings</strong> stand;</td>
</tr>
<tr>
<td></td>
<td>• caused by the sea or river wearing away the land;</td>
</tr>
<tr>
<td></td>
<td>• caused by defective materials, faulty design or faulty workmanship;</td>
</tr>
<tr>
<td></td>
<td>• caused by foundations which do not meet the Building Regulations at the time of construction;</td>
</tr>
<tr>
<td></td>
<td>• caused by foundations that do not meet the NHBC guidelines at the time of construction;</td>
</tr>
<tr>
<td></td>
<td>• caused by demolishing, structurally altering or repairing the <strong>buildings</strong>;</td>
</tr>
<tr>
<td></td>
<td>• to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause;</td>
</tr>
<tr>
<td></td>
<td>• to walls, gates, hedges, <strong>outbuildings</strong>, fences, paths, drives, patios, terraces, service tanks, swimming pools, ornamental pools or tennis courts, unless the main building is damaged at the same time and by the same cause; or</td>
</tr>
<tr>
<td></td>
<td>• for which compensation is provided by contract or legislation.</td>
</tr>
<tr>
<td></td>
<td>Damage that started before this policy came into force. Loss of market value after repairs.</td>
</tr>
<tr>
<td></td>
<td><strong>Loss or damage</strong>:</td>
</tr>
<tr>
<td></td>
<td>• when <strong>your home</strong> is <strong>unoccupied or unfurnished</strong>;</td>
</tr>
<tr>
<td></td>
<td>• that has been happening gradually over a period of time;</td>
</tr>
<tr>
<td></td>
<td>• that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or</td>
</tr>
<tr>
<td></td>
<td>• caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.</td>
</tr>
<tr>
<td></td>
<td><strong>Subsidence, heave or landslide</strong> of the site the <strong>buildings</strong> stand on caused by escape of water (this damage is insured under cause 6 and the corresponding exclusions and excess apply).</td>
</tr>
<tr>
<td></td>
<td>Repairs to the pipework or other parts of the water or heating system unless caused by freezing. Costs <strong>we</strong> have not agreed to.</td>
</tr>
</tbody>
</table>
## Section 1 Buildings - continued
(This section applies only if shown in the **schedule**)

<table>
<thead>
<tr>
<th>What is insured</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>The causes covered</strong></td>
<td><strong>The excess shown in the schedule for every incident.</strong></td>
</tr>
</tbody>
</table>
| **8** Theft or attempted theft. | **8** Theft or attempted theft:  
  • by you or any member of your family, domestic employees, lodgers, paying guests or tenants;  
  • when your home is unoccupied or unfurnished. |
| **9** Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system. **We** will also reimburse reasonable costs you have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings. **You** must get **our** agreement before work starts in order to receive this benefit. **We** will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak. This cover is provided within (not in addition to) the maximum claim limit for buildings. | **9** Loss or damage:  
  • when your home is unoccupied or unfurnished;  
  • that has been happening gradually over a period of time; or  
  • that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs. **Repairs to the pipework or other parts of the heating system.** **Costs we have not agreed to.** |
| **10** Property owner’s liability  
**We** will pay all amounts you or a member of your family legally have to pay for causing;  
• death, bodily injury, illness or disease; and  
• loss of or damage to property; which is caused by an accident happening in or around the buildings during the period of insurance and which arise:  
  • from you owning but not occupying the buildings; or  
  • from faulty work on any private home (within the United Kingdom, the Isle of Man or the Channel Islands) which you sold or moved out of before the injury or damage happened (this insurance will continue for seven years from the date your policy ends or is cancelled, but will not apply if the policy is invalid or your liability is covered by a more recent policy).  
The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit shown in the schedule.**  
If you die, **we** will indemnify (protect) your legal representative against your or your family’s liability. | **10** Any amount for death, bodily injury, illness or disease to you, your family or any domestic employee.  
Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you. **Liability arising directly or indirectly from:**  
• any lift (other than a stairlift) you own or you are responsible for maintaining;  
• any deliberate or malicious act;  
• occupation of any land or building;  
• using the home for any business, trade, profession or employment; and  
• any agreement unless you would have had that liability without the agreement.  
Any claim where you would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.  
Any amount above the amount shown in the **schedule.** |
| **11** Professional fees and costs  
**Necessary and reasonable expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including:**  
• architects’, surveyors’ and legal fees;  
• the cost of clearing debris from the site, clearing drains and demolishing or shoring up the buildings; and  
• other costs necessary to keep to government or local authority requirements, unless you had received notice to meet the requirements before the damage happened. | **11** The cost of preparing a claim. |
<table>
<thead>
<tr>
<th>What is insured</th>
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<tbody>
<tr>
<td><strong>The causes covered</strong></td>
<td><strong>The excess shown in the schedule for every incident.</strong></td>
</tr>
<tr>
<td>12 Underground pipes, drains and cables</td>
<td>12 Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.</td>
</tr>
<tr>
<td>The cost of repairing accidental breakage to the fabric of cables, underground pipes, drains and tanks (and their inspection covers) serving your home and for which you are responsible.</td>
<td>Natural failure, wear and tear of drains.</td>
</tr>
<tr>
<td></td>
<td>Deterioration of materials, faulty design and drainage which did not meet the Building Regulations at the time of construction.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>13 Glass and sanitaryware</td>
<td>13 Loss or damage caused by scratching or denting.</td>
</tr>
<tr>
<td>Accidental breakage to:</td>
<td>Damage caused when your home is unoccupied or unfurnished.</td>
</tr>
<tr>
<td>• fixed glass and ceramic hobs built into cookers that are permanent fixtures in your home;</td>
<td>The cost of replacing undamaged items.</td>
</tr>
<tr>
<td>• sanitary fixtures and fittings in your home; and</td>
<td>Damage to window or door frames.</td>
</tr>
<tr>
<td>• solar panels.</td>
<td>14 Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>14 Rent and alternative accommodation</td>
<td>15 Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>Rent you would have received or are responsible for paying while the buildings cannot be lived in because of damage insured by this section. We will also pay the reasonable costs of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because of damage insured by this section.</td>
<td></td>
</tr>
<tr>
<td>The most we will pay in any one period of insurance is shown in the schedule.</td>
<td>The cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</td>
</tr>
<tr>
<td>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</td>
<td>15 Buyer’s cover</td>
</tr>
<tr>
<td>15 Buyer’s cover</td>
<td>If you have exchanged contracts to sell your home, we will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.</td>
</tr>
<tr>
<td>If you have exchanged contracts to sell your home, we will continue to provide cover until the sale goes through as long as:</td>
<td>16 If you sell your home</td>
</tr>
<tr>
<td>• this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of “conclusion of missives”); and</td>
<td>If you sell your home, we will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</td>
</tr>
<tr>
<td>• you have already insured your new home under this policy.</td>
<td>We will also pay for damage to your garden items (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at your home.</td>
</tr>
<tr>
<td>17 Protection against damage caused by emergency services</td>
<td>We will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</td>
</tr>
<tr>
<td>We will also pay for damage to your garden items (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at your home.</td>
<td>17 Protection against damage caused by emergency services</td>
</tr>
</tbody>
</table>
## Section 1 Buildings - continued

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

<table>
<thead>
<tr>
<th>What is insured</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>The causes covered</strong></td>
<td><strong>The excess shown in the <strong>schedule</strong> for every <strong>incident</strong>.</strong></td>
</tr>
</tbody>
</table>

18 Protection against squatters

If squatters live in **your home**, **we** will pay up to the **maximum claim limit** shown in the **schedule** towards **your** legal costs for removing them. **You** must get **our** agreement in writing before **you** start proceedings to receive this benefit.

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

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

18 Legal costs for removing the squatters while **your home** or any part of it is:

- lent, let or sublet to or occupied by someone who is not
  a member of **your family**; or
- **unoccupied** or **unfurnished**.

Costs **we** have not agreed to in writing.

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

19 Replacement locks and keys

**We** will pay the cost of replacing and installing locks on outside doors if:

- **your** keys are lost outside the **home** or are stolen; or
- they are damaged inside the **home** by an event insured under this section.

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

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

This cover is provided within the **maximum claim limit** for **buildings**.

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

20 Compulsory evacuation alternative accommodation

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

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

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

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

20 Any amount above the amount shown in the **schedule**.
Section 1 Buildings optional cover - Accidental damage extension
(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>What is insured</strong></td>
<td></td>
</tr>
<tr>
<td>Your buildings are covered under this section.</td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td>The most we will pay</td>
<td></td>
</tr>
<tr>
<td>The most we will pay is the maximum claim limit under the buildings section.</td>
<td></td>
</tr>
<tr>
<td>The causes covered</td>
<td></td>
</tr>
<tr>
<td><strong>22 Accidental damage</strong></td>
<td></td>
</tr>
<tr>
<td>22 Loss or damage:</td>
<td></td>
</tr>
<tr>
<td>• by any cause or event already covered under Section 1 Buildings;</td>
<td></td>
</tr>
<tr>
<td>• caused by wear and tear, loss of value or lack of maintenance;</td>
<td></td>
</tr>
<tr>
<td>• caused by movement of the land the buildings are on;</td>
<td></td>
</tr>
<tr>
<td>• caused by any part of the buildings moving, settling or shrinking; demolishing or structurally altering or repairing the buildings;</td>
<td></td>
</tr>
<tr>
<td>• caused by insects, moths, vermin, parasites, wet rot, dry rot, fungus, atmospheric conditions, light or other gradual causes;</td>
<td></td>
</tr>
<tr>
<td>• happening gradually over a period of time;</td>
<td></td>
</tr>
<tr>
<td>• caused by altering, washing, cleaning, restoring, maintaining, repairing, dismantling or misusing the building;</td>
<td></td>
</tr>
<tr>
<td>• caused by frost;</td>
<td></td>
</tr>
<tr>
<td>• caused by faulty workmanship, design or materials;</td>
<td></td>
</tr>
<tr>
<td>• caused by chewing, scratching, tearing or fouling by domestic animals and pets;</td>
<td></td>
</tr>
<tr>
<td>• caused by the effects of chemicals;</td>
<td></td>
</tr>
<tr>
<td>• caused by electrical or mechanical breakdown;</td>
<td></td>
</tr>
<tr>
<td>• caused by a person your home or any part of it is lent, let or sublet to;</td>
<td></td>
</tr>
<tr>
<td>What is insured</td>
<td>What is not insured</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>The causes covered</td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td>• caused by storm damage to fences, gates, hedges and swimming pool covers;</td>
<td>• that does not arise from one identifiable event which directly and immediately caused the loss or damage;</td>
</tr>
<tr>
<td>• caused maliciously by you or your family or by a person lawfully allowed to</td>
<td>• that would not have arisen if there had not been a failure to deal with existing damage which should have been noticed and where there has been an unnecessary delay in starting repairs;</td>
</tr>
<tr>
<td>be in your home;</td>
<td>• caused by rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear;</td>
</tr>
<tr>
<td>• arising from cutting down all or part of a fallen tree or the cost of</td>
<td>• when your home is unoccupied or unfurnished;</td>
</tr>
<tr>
<td>cutting down all or part of a fallen tree and taking it away, unless the</td>
<td>• damage to hot tubs and Jacuzzis;</td>
</tr>
<tr>
<td>fallen tree has damaged your buildings;</td>
<td>• to drainage which did not meet the Building Regulations at the time of construction; and</td>
</tr>
<tr>
<td>• that does not arise from one identifiable event which directly and</td>
<td>• 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.</td>
</tr>
<tr>
<td>immediately caused the loss or damage;</td>
<td>Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.</td>
</tr>
<tr>
<td>• that would not have arisen if there had not been a failure to deal with</td>
<td>The cost of maintenance or routine redecoration.</td>
</tr>
<tr>
<td>existing damage which should have been noticed and where there has been an</td>
<td></td>
</tr>
<tr>
<td>unnecessary delay in starting repairs;</td>
<td></td>
</tr>
<tr>
<td>• caused by rain or water entering the home, as a result of faulty</td>
<td></td>
</tr>
<tr>
<td>workmanship, poor maintenance or wear and tear;</td>
<td></td>
</tr>
<tr>
<td>• when your home is unoccupied or unfurnished;</td>
<td></td>
</tr>
<tr>
<td>• damage to hot tubs and Jacuzzis;</td>
<td></td>
</tr>
<tr>
<td>• to drainage which did not meet the Building Regulations at the time of</td>
<td></td>
</tr>
<tr>
<td>construction; and</td>
<td></td>
</tr>
<tr>
<td>• to pitch fibre drains caused by delamination (separation of the layers) or</td>
<td></td>
</tr>
<tr>
<td>as a result of pressure applied to them by the weight of soil or other</td>
<td></td>
</tr>
<tr>
<td>covering materials.</td>
<td></td>
</tr>
</tbody>
</table>
## Section 2 – Contents

(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Your and your family’s contents</strong> are covered when they are:</td>
<td>The <strong>excess</strong> shown in the schedule for every incident. Anything more specifically insured in another part of this policy. Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>• in the <strong>buildings</strong> of the <strong>home</strong>; and</td>
<td></td>
</tr>
<tr>
<td>• in the open but within the boundary of the <strong>home</strong>.</td>
<td></td>
</tr>
</tbody>
</table>

**The most we will pay**

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

**High-risk property**

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

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

**Business equipment**

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

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

**Contents in the open**

(but within the boundary of your **home**)

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

**Money**

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

**Credit cards**

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

**Deeds and document**

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

**Metered oil or water**

• The most we will pay for any one claim is the **maximum claim limit** for metered oil or water shown in the schedule.
## Section 2 Contents - continued

(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The causes covered</strong></td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td><strong>The contents</strong> are covered for loss or damage caused by the following.</td>
<td></td>
</tr>
<tr>
<td>1 Fire or smoke, explosion, lightning or earthquake.</td>
<td>1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</td>
</tr>
<tr>
<td>2 Riot, civil commotion and labour or political disturbances and strikes.</td>
<td>2 Loss or damage that is not reported to the police within seven days.</td>
</tr>
<tr>
<td>3 Malicious damage.</td>
<td>3 Malicious damage caused: • by you or your family; • by a person lawfully allowed to be in your home; • when your home is unoccupied or unfurnished; or • by computer viruses.</td>
</tr>
<tr>
<td>4 <strong>Your home</strong> being hit by: • aircraft or other flying objects, or anything dropped from them; • vehicles, trains or trams; • fireworks; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles.</td>
<td>4 Loss or damage caused by domestic animals, birds or pets. The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your contents. Damage caused by cutting down all or part of a tree.</td>
</tr>
<tr>
<td>5 <strong>Storm</strong> or flood.</td>
<td>5 <strong>Storm</strong> or flood damage to property away from your home and not in a building. Loss or damage that happens gradually over a period of time. Loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.</td>
</tr>
<tr>
<td>6 <strong>Subsidence</strong> or ground heave of the site your home stands on, or landslip.</td>
<td>6 Loss or damage caused by: • the sea or river wearing away the land; • faulty design or construction of the buildings or their foundations; • demolishing, altering or repairing the buildings; or • the foundations of the building or the materials from which they are built shrinking or expanding. Loss or damage for which compensation is provided by contract or legislation. Damage that started before this policy came into force.</td>
</tr>
<tr>
<td>7 Escaping water Water leaking from any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.</td>
<td>7 Loss or damage: • to the fixed domestic water or heating system itself; when the main building of your home is unoccupied or unfurnished; • that has been happening gradually over a period of time; • that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or • caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.</td>
</tr>
<tr>
<td>What is insured</td>
<td>What is not insured</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td><strong>The causes covered</strong></td>
<td><strong>The excess shown in the schedule for every incident.</strong></td>
</tr>
<tr>
<td><strong>8</strong> Theft or attempted theft: The most we will pay for any one claim for theft of contents from an outbuilding or garage is the maximum claim limit for theft of contents in an outbuilding or garage shown in the schedule. The most we will pay for any one claim for theft of contents from a secured outbuilding or garage built of brick, stone or concrete and kept in good repair is the maximum claim limit for theft of contents in a secured outbuilding or garage shown in the schedule. The maximum amount we will pay following theft of jewellery or watches from the home is £10,000 unless stolen from a fixed, locked safe.</td>
<td><strong>8</strong> Theft or attempted theft: by deception, unless entry only is gained by deception; by you or any member of your family, domestic employees, lodgers, paying guests or tenants; when your home is unoccupied or unfurnished; when your home or any part of it is let, sold or sublet or occupied by someone who is not a member of your family, unless force causing damage to the main building of the home was used to get in or out of the building; or of money, unless force causing damage to the main building of the home was used to get into or out of the building.</td>
</tr>
<tr>
<td><strong>9</strong> 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.</td>
<td><strong>9</strong> Loss or damage to the fixed domestic oil-fired heating system itself. Loss or damage that has been happening gradually over a period of time. Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</td>
</tr>
<tr>
<td><strong>10</strong> Accidental breakage to television sets (and their aerials), satellite receivers or decoders, radios, audio equipment, video-recording equipment, DVD players and games consoles capable of playing DVDs or desk-top personal computers.</td>
<td><strong>10</strong> Damage: to items designed or intended to be hand-held, carried or portable, including e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite navigation systems and laptop computers; to musical instruments; to television sets, caused whilst using electronic gaming equipment; to records, compact discs, computer disks, cassettes, tapes, DVDs or other data storage devices; caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item; caused by wear and tear or deterioration; caused by electrical or mechanical breakdown; from light, or atmospheric or climatic conditions; caused by scratching or denting; caused by computer viruses; or when your home is unfurnished or unoccupied. Loss, destruction or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time. Loss of data or information arising as a result of any computer data-processing equipment or similar equipment failing to correctly recognise any date or time.</td>
</tr>
<tr>
<td><strong>11</strong> Accidental breakage in your home to: fixed glass in furniture (but not glass in pictures or clocks); glass shelves; glass tops to furniture; fixed glass in mirrors; or ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.</td>
<td><strong>11</strong> Loss or damage caused by scratching or denting.</td>
</tr>
</tbody>
</table>
### Section 2 Contents - continued
(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The causes covered</strong></td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
</tbody>
</table>
| 12 Accidental loss of metered water or oil in domestic heating systems.  
The most we will pay is the maximum claim limit shown in the schedule.  
This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents. | 12 Any amount above the amount shown in the schedule.  
Loss while the home is unoccupied or unfurnished. |
| 13 Damage to food in any refrigerator or deep freezer caused by:  
• a rise or fall in temperature; or  
• contamination by refrigerant or refrigerant fumes.  
The most we will pay is the maximum claim limit shown in the schedule.  
This cover is provided within (not in addition to) the maximum claim limit for contents. | 13 Loss or damage caused by:  
• your power supply being cut off by the supplier; or  
• a strike, a lockout or an industrial dispute.  
Any amount above the amount shown in the schedule. |
| 14 Public and personal liability  
We will pay all amounts you or a member of your family legally have to pay for causing:  
• death, bodily injury, illness or disease; or  
• loss of or damage to property; which is caused by an accident happening during the period of insurance and arising;  
• from your occupation (but not ownership) of the buildings;  
• in a private role not connected with owning the buildings; or  
• from the employment by you or your family of domestic employees.  
The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.  
If you die, we will indemnify (protect) your legal representative against your or your family’s liability. | 14 Death, bodily injury, illness or disease suffered by you, your family or a domestic employee.  
Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family.  
Liability arising out of owning, using or possessing any:  
• mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons’ buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour;  
• aircraft, except model aircraft that have a wing span of less than 10 feet;  
• gliders, hang-gliders and microlights;  
• hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian-controlled models or toys and hand or foot-propelled boats;  
• caravans, horse boxes, trailers or trailer tents;  
• firearms, except legally held sporting guns used for sporting purposes;  
• animals – however, you are insured for domestic dogs, except those specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or  
• lift (other than a stairlift) you own or you are responsible for maintaining.  
Injury or damage arising from:  
• a direct or indirect result of an assault or alleged assault;  
• any deliberate or malicious act;  
• hunting or racing of any kind, except on foot; or  
• your business, trade, profession or employment.  
Any claim where you would be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.  
Liability arising from any disease or virus that you pass on to another person.  
Any liability you have under a contract, unless you would have had that liability without the contract.  
Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.  
Any amount above the amount shown in the schedule. |
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The causes covered</strong></td>
<td><strong>The excess shown in the schedule for every incident.</strong></td>
</tr>
<tr>
<td>15 Liability for domestic employees</td>
<td>15 Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td><strong>We</strong> insure <strong>you</strong> against your legal liability for all amounts you have to pay for accidental bodily injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance. Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands. The most <strong>we</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>16 Tenant’s liability</td>
<td>16 Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td><strong>We</strong> insure <strong>you</strong> against your legal liability as a tenant of your home for all amounts you have to pay for: • damage to the structure of your home, or to the landlord’s fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy; • the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home; • accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and • accidental breakage to fixed sanitary fittings and bathroom fittings. The most <strong>we</strong> will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing. If <strong>you</strong> make a claim <strong>you</strong> will need to provide evidence that <strong>you</strong> are legally liable for the damage.</td>
<td></td>
</tr>
</tbody>
</table>

Damage to the structure of your home, or to the landlord’s fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy, while your home is unoccupied or unfurnished. Loss or damage excluded under any of the causes 1 to 9 of section 2 - Contents.
### Section 2 Contents - continued
(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The causes covered</strong></td>
<td><strong>The excess shown in the schedule for every incident.</strong></td>
</tr>
<tr>
<td><strong>17 Unpaid damages</strong></td>
<td><strong>17 Any amount above the amount shown in the schedule.</strong></td>
</tr>
<tr>
<td><em>We</em> will pay the unpaid amount of any award made in <em>your</em> 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. <em>We</em> will pay the amount if:</td>
<td></td>
</tr>
<tr>
<td>a you have not received full payment within three months of the date of the award;</td>
<td></td>
</tr>
<tr>
<td>b the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands;</td>
<td></td>
</tr>
<tr>
<td>c you would have had a valid claim under cause 14 of this policy if the award had been made against <em>you</em>; and</td>
<td></td>
</tr>
<tr>
<td>d there is not going to be an appeal.</td>
<td></td>
</tr>
<tr>
<td>After <em>we</em> have made a payment, <em>we</em> may enforce <em>your</em> rights against the person who should have made the payment. (In this case, <em>we</em> will keep any amounts <em>we</em> get back.)</td>
<td></td>
</tr>
<tr>
<td>The most <em>we</em> 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 <em>we</em> agree in writing.</td>
<td></td>
</tr>
</tbody>
</table>

<p>| <strong>18 Contents temporarily removed</strong> | <strong>18 Loss or damage:</strong> |
| Your contents are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from your home but within the United Kingdom, the Isle of Man or the Channel Islands. However, for theft of your contents (excluding money), the theft must be from: | |
| • any bank or safe deposit, or while <em>you</em> or any member of <em>your family</em> are taking the items to or from the bank or safe deposit; | |
| • a home or a building <em>you</em> or <em>your family</em> 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. | |
| <em>Money</em> 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 <em>we</em> will pay for any one claim is the amount shown in the schedule. | |
| This cover is provided within (not in addition to) the maximum claim limit for contents. | |
| Any amount above the amount shown in the schedule. | |</p>
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>The causes covered</td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td><strong>19</strong> Rent and alternative accommodation</td>
<td><strong>19</strong> Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>If you cannot live in your home because of damage insured under this section:</td>
<td></td>
</tr>
<tr>
<td>• 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</td>
<td></td>
</tr>
<tr>
<td>• if you are a tenant, we will also pay any rent you have to pay while you are not living in your home.</td>
<td></td>
</tr>
<tr>
<td>The most we will pay in any one period of insurance is shown in the schedule.</td>
<td></td>
</tr>
<tr>
<td>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</td>
<td></td>
</tr>
<tr>
<td><strong>20</strong> Replacement locks and keys</td>
<td><strong>20</strong> Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>We will pay the cost of replacing and installing locks on outside doors if:</td>
<td></td>
</tr>
<tr>
<td>• your keys are lost outside the home or are stolen; or</td>
<td></td>
</tr>
<tr>
<td>• they are damaged inside the home by an event insured under this section.</td>
<td></td>
</tr>
<tr>
<td>If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</td>
<td></td>
</tr>
<tr>
<td>The most we will pay for any one claim is the amount shown in the schedule.</td>
<td></td>
</tr>
<tr>
<td>This cover is provided within (not in addition to) the maximum claim limit for contents.</td>
<td></td>
</tr>
<tr>
<td><strong>21</strong> Household removal</td>
<td><strong>21</strong> Loss of or damage to:</td>
</tr>
<tr>
<td>If your contents are professionally packed and carried, we will insure you against loss or damage to the contents while they are:</td>
<td>• glass or other fragile items; or</td>
</tr>
<tr>
<td>• being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between your old address and your new address;</td>
<td>• 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.)</td>
</tr>
<tr>
<td>• on their way to or from a furniture depository; and</td>
<td></td>
</tr>
<tr>
<td>• being loaded or unloaded.</td>
<td></td>
</tr>
<tr>
<td><strong>22</strong> Fatal injury</td>
<td><strong>22</strong> Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>If you or any member of your family have a fatal injury:</td>
<td></td>
</tr>
<tr>
<td>• caused by a fire in your home; or</td>
<td></td>
</tr>
<tr>
<td>• as a result of an assault in your home;</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>What is insured</td>
<td>What is not insured</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>The causes covered</strong></td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td>23 <strong>Wedding and Civil Partnership Ceremony Insurance.</strong></td>
<td>23 Any amount above the amount shown in the schedule</td>
</tr>
<tr>
<td>The <strong>maximum claim limit</strong> under this section is increased by the amount shown in the schedule for 30 days before and 30 days after your or any member of your family's wedding day or civil partnership ceremony, to cover wedding and civil partnership ceremony gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, we will insure the gifts against loss or damage when they are: • in your home; • in the building where the wedding or civil partnership ceremony reception is held; or • being transported between your home and the reception. This increase will only affect the <strong>maximum claim limit</strong> and does not increase any other limits shown in the policy or schedule.</td>
<td>23 Any amount above the amount shown in the schedule</td>
</tr>
<tr>
<td>24 <strong>Birthday increase</strong></td>
<td>24 Any amount above the amount shown in the schedule</td>
</tr>
<tr>
<td>The <strong>maximum claim limit</strong> under this section is increased by the amount shown in the schedule 30 days before any member of your family's birthday, to cover birthday gifts purchased for members of your family. This increase will only affect the <strong>maximum claim limit</strong> and does not increase any other limits shown in the policy or schedule.</td>
<td>24 Any amount above the amount shown in the schedule</td>
</tr>
<tr>
<td>25 <strong>Religious festival increase</strong></td>
<td>25 Any amount above the amount shown in the schedule</td>
</tr>
<tr>
<td>The <strong>maximum claim limit</strong> under this section is increased by the amount shown in the schedule during the month of your religious festival to cover gifts and extra food and drink bought for the religious festival. This increase will only affect the <strong>maximum claim limit</strong> and does not increase any other limits shown in the policy or schedule.</td>
<td>25 Any amount above the amount shown in the schedule</td>
</tr>
<tr>
<td>26 Guests’ <strong>personal belongings</strong></td>
<td>26 Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages. Loss or damage if any item is insured under any other policy. Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>We will cover your guests’ and visitors’ personal belongings while in your home for the causes insured 1 to 9 listed on the previous pages if they are not insured under any other policy. The most we will pay is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the <strong>maximum claim limit</strong> for contents.</td>
<td>26 Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages. Loss or damage if any item is insured under any other policy. Any amount above the amount shown in the schedule.</td>
</tr>
</tbody>
</table>
### What is insured

<table>
<thead>
<tr>
<th>The causes covered</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>27 Shopping in transit</strong>&lt;br&gt;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.&lt;br&gt;The most we will pay is the amount shown in the schedule.&lt;br&gt;This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td><strong>28 Tenant’s home improvements</strong>&lt;br&gt;If you are a tenant of your home, we will pay for loss of or damage to interior decorations and any home improvements you have paid for, as long as this loss or damage is as a result of any of the causes covered in this section.&lt;br&gt;The most we will pay in any one period of insurance is the maximum claim limit shown in the schedule.&lt;br&gt;This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</td>
<td>Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td><strong>29 Counselling fees</strong>&lt;br&gt;If you or members of your family suffer emotional stress as a result of a cause insured under this section, we will pay you the cost of any professional counselling provided&lt;br&gt;• we have approved the counselling&lt;br&gt;• counselling has been recommended by a qualified medical practitioner&lt;br&gt;The most we will pay is the amount shown in the schedule.&lt;br&gt;This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</td>
<td>Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td><strong>30 Dual contents cover</strong>&lt;br&gt;We will cover your contents up to the maximum claim limit shown in your schedule while they are in a new home that you have exchanged, but not completed contracts on, one week before you move into the new home.&lt;br&gt;The most we will pay is the amount shown in the schedule.</td>
<td>Any amount above the amount shown in the schedule.</td>
</tr>
</tbody>
</table>

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

#### The causes covered

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 31 | **Garden cover**  
  We will pay for loss or damage caused to hedges, lawns and plants that *you* own, which are outside the **building** but within the boundaries of the **home**, by any of the following.  
  - Theft  
  - Fire, lightning or explosion  
  - **Storm** or flood  
  - Malicious damage  
  - **Accidental damage** caused by any person other than *you* or your family  
  - Wild animals  
  - Television aerials, satellite dishes and masonry falling from the **building**  
  - Branches falling from trees  
  We will also pay for loss or damage to trees and shrubs caused by theft.  
  The most **we** will pay is the amount shown in the **schedule**.  
  This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents. |

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 32 | **Compulsory evacuation alternative accommodation**  
  We will pay the reasonable cost of necessary alternative accommodation for *you*, your family, *your* domestic pets and horses if the **buildings** cannot be lived in because a local authority prohibits *you* from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of compulsory evacuation.  
  If you insure both your **buildings** and contents under this policy and make a claim for compulsory evacuation, we will make one claims payment under either your **buildings** or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.  
  The most **we** will pay in any one **period of insurance** is shown in the **schedule**.  
  This cover is provided within (not in addition to) the maximum claim limit for contents. |

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 33 | **Loss or damage to downloaded data**  
  We will pay for loss or damage covered under this section to non-recoverable electronic data that *you* or a member of your family have legally downloaded. If you make a claim for downloaded data we will ask you for proof that you downloaded this data.  
  The most **we** will pay in any one **period of insurance** is the amount shown in the **schedule**.  
  This cover is provided within (not in addition to) the maximum claim limit for contents. |

### What is not insured

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 31 | **Malicious damage caused by:**  
  - *you* or your family; or  
  - a person lawfully allowed to be in your **home**.  
  Loss or damage:  
  - caused by wear and tear or deterioration;  
  - caused by natural ageing;  
  - caused by domestic animals, birds or pets;  
  - caused by frost;  
  - caused by subsidence, landslip or heave;  
  - caused by smoke or bonfires;  
  - from light or atmospheric or climatic conditions; or  
  - caused by insects, vermin, rot, mildew, fungus or poisoning;  
  Loss or damage caused in connection with your trade, business or profession.  
  Any amount above the amount shown on the **schedule**. |

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Any amount above the amount shown in the <strong>schedule</strong>.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>Any amount above the amount shown in the <strong>schedule</strong>.</td>
</tr>
</tbody>
</table>
### Section 2 Contents optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What is insured</strong></td>
<td><strong>What is not insured</strong></td>
</tr>
<tr>
<td>The <strong>contents</strong> are covered under this section. The causes covered</td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td><strong>36 Accidental damage</strong></td>
<td><strong>36 Loss of money.</strong> Loss or damage caused by theft or attempted theft unless there is evidence that forcible and violent entry took place. Any amount above the amount shown in the schedule.</td>
</tr>
<tr>
<td>• by any cause or event already covered under Section 2 Contents; • to clothing, including furs; • to documents or securities such as share or bond certificates; • to money; • to food and drink; • to sports equipment when it is being used; • to reeds, strings or drum skins of musical instruments; • to dentures while being used for eating; • to contact or corneal lenses; • to crowns, caps or fillings in teeth;</td>
<td></td>
</tr>
</tbody>
</table>
### What is insured

<table>
<thead>
<tr>
<th>The causes covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>to pedal cycle tyres caused by cuts, bursts or punctures;</td>
</tr>
<tr>
<td>caused by wear and tear or loss in value;</td>
</tr>
<tr>
<td>caused by insects, moths, vermin, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;</td>
</tr>
<tr>
<td>happening gradually over a period of time;</td>
</tr>
<tr>
<td>caused by scratching or denting;</td>
</tr>
<tr>
<td>caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;</td>
</tr>
<tr>
<td>when your home is unfurnished or unoccupied;</td>
</tr>
<tr>
<td>when your home or any part of it is lent, let, sublet or lived in only by someone who is not a member of your family;</td>
</tr>
<tr>
<td>caused maliciously by you or your family or by a person lawfully allowed to be in your home;</td>
</tr>
<tr>
<td>caused by chewing, scratching, tearing or fouling by domestic animals or pets;</td>
</tr>
<tr>
<td>caused by electrical or mechanical breakdown;</td>
</tr>
<tr>
<td>caused by computer viruses;</td>
</tr>
<tr>
<td>caused by faulty workmanship or design;</td>
</tr>
<tr>
<td>that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs;</td>
</tr>
<tr>
<td>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;</td>
</tr>
<tr>
<td>to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time;</td>
</tr>
<tr>
<td>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;</td>
</tr>
<tr>
<td>that does not arise from one identifiable event which directly and immediately caused the loss or damage;</td>
</tr>
<tr>
<td>caused by your power supply being cut off by the supplier;</td>
</tr>
<tr>
<td>caused by a strike, a lockout or an industrial dispute; or</td>
</tr>
<tr>
<td>caused by rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear.</td>
</tr>
</tbody>
</table>

### What is not insured

The excess shown in the schedule for every incident.

<table>
<thead>
<tr>
<th>The excess shown in the schedule for every incident.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>
## Section 2 Contents optional cover - Unspecified personal belongings extension

(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your or your family’s pedal cycles, personal belongings, money and credit cards are covered in the European area.</td>
<td>The excess shown in the schedule for every incident.</td>
</tr>
<tr>
<td>Cover is also provided anywhere else in the world for up to 60 days in any period of insurance.</td>
<td>Loss happening within the home to items which are not high-risk property.</td>
</tr>
<tr>
<td>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.</td>
<td>Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.</td>
</tr>
</tbody>
</table>

**The causes covered**

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

We will provide this cover only if you:

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

**The most we will pay**

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

**Loss or damage:**

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

(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:  
  - the item is kept in a locked covered boot or glove compartment;  
  - all access points to the vehicle are closed and locked;  
  - any extra security systems are turned on; or  
  - there is evidence that forcible and violent entry took place.  
Theft or attempted theft of an unattended pedal cycle away from the home unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.  
Electrical or mechanical breakdown. |  |

## Section 2 Contents optional cover - Specified personal belongings extension

(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| Your and your family’s specified personal belongings and high-risk property (that are individually listed in the schedule) are covered in the European area. Cover is also provided anywhere else in the world for up to 60 days in any period of insurance.  
The causes covered  
Loss or damage, but we will pay a claim for loss or theft only if you report the loss or theft to the local police within 24 hours of discovering it.  
The most we will pay  
The most we will pay for any specified item is the maximum claim limit shown in the schedule next to each item.  
If you make a claim, you will need to give us evidence that you own the item you are claiming for.  
For any specified item you may need to provide a valuation; this will be indicated in your schedule. |  
The excess shown in the schedule for every incident. |  
Loss or damage:  
  - to sports equipment when it is being used;  
  - to reeds, strings or drum skins of musical instruments;  
  - to dentures while being used for eating;  
  - to crowns, caps or fillings in teeth;  
  - from wear and tear or loss of value;  
  - caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;  
  - caused by scratching or denting;  
  - caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; or  
  - caused by chewing, scratching, tearing or fouling by domestic animals or pets.  
Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:  
  - the item is kept in a locked covered boot or glove compartment;  
  - all access points to the vehicle are closed and locked;  
  - any extra security systems are turned on; or  
  - there is evidence that forced and violent entry took place.  
Loss or damage to portable computers caused by theft or attempted theft from a motor vehicle between 7pm and 7am.  
Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.  
Electrical or mechanical breakdown. |
Section 2 Contents optional cover - Pedal cycles extension
(This section applies only if shown in the schedule)

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Your</strong> and <strong>your family’s</strong> pedal cycles (listed in the <strong>schedule</strong>) are covered in the <strong>European area</strong>. Cover is also provided anywhere else in the world for up to 60 days in any one <strong>period of insurance</strong>. <strong>The causes covered</strong> Loss or damage. <strong>The most we will pay</strong> The most <strong>we</strong> will pay for pedal cycles is the amount shown against each cycle in the <strong>schedule</strong>.</td>
<td><strong>The excess</strong> shown in the <strong>schedule</strong> for every <strong>incident</strong>.</td>
</tr>
<tr>
<td></td>
<td><strong>Theft or attempted theft</strong> of an unattended pedal cycle away from the <strong>home</strong> unless the pedal cycle is either:</td>
</tr>
<tr>
<td></td>
<td>• in a locked building; or</td>
</tr>
<tr>
<td></td>
<td>• secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.</td>
</tr>
<tr>
<td></td>
<td><strong>Loss or damage</strong>:</td>
</tr>
<tr>
<td></td>
<td>• to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;</td>
</tr>
<tr>
<td></td>
<td>• to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;</td>
</tr>
<tr>
<td></td>
<td>• to pedal cycles <strong>you do not keep at home</strong> when not in use;</td>
</tr>
<tr>
<td></td>
<td>• to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time and by the same <strong>incident</strong> as the pedal cycle;</td>
</tr>
<tr>
<td></td>
<td>• from wear and tear or loss of value;</td>
</tr>
<tr>
<td></td>
<td>• caused by moths, <strong>vermin</strong>, parasites, insects, atmospheric conditions, light or other gradual causes;</td>
</tr>
<tr>
<td></td>
<td>• caused by scratching or denting; or</td>
</tr>
<tr>
<td></td>
<td>• caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle.</td>
</tr>
<tr>
<td></td>
<td><strong>Mechanical breakdown.</strong> Cuts, bursts or punctures to tyres.</td>
</tr>
</tbody>
</table>
Welcome to DAS

Thank you for purchasing this DAS family classic policy. You are now protected by Europe’s leading legal expenses insurer. DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

To make sure you get the most from your DAS cover, please take time to read this policy which explains the contract between you and us.

Online law guide and document drafting

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

Helping you with your legal problems

If you wish to speak to our legal teams about a legal problem, please phone us on 0845 120 8415. We will ask you about your legal issue and if necessary call you back to give you legal advice.

When you need to make a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone us on 0845 120 8415 and we will give you a reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next. Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

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

Definitions

Appointed representative

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

costs and expenses

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

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

countries covered

a For insured incidents 2 Contract disputes and 3 Personal injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

b For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

date of occurrence

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

identity theft

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

period of insurance

The period for which we have agreed to cover you.

preferred law firm

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

reasonable prospects

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

you, your
The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder’s agreement to claim.

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

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

Conditions

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

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

3. Offers to settle a claim
   a. You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent.

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

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

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

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

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

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

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.

HH111 Jul 2014  30
### 10 Cancelling the policy

**You** can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

### 11 Fraudulent claims

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

a. a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or

b. a false declaration or statement is made in support of a claim.

### 12 Claims under this policy by a third party

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

### 13 Other insurances

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

### 14 Law that applies

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

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#### What we will pay

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

a. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000

b. the most **we** will pay in costs and expenses is no more than the amount **we** would have paid to a preferred law firm

c. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the costs and expenses for appeals, **we** must agree that reasonable prospects exist

d. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that reasonable prospects exist, and

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

#### What 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.
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Incidents</strong> that are insured</td>
<td><strong>A claim relating to the following:</strong></td>
</tr>
<tr>
<td>1 <strong>Employment disputes</strong></td>
<td>a employer’s disciplinary hearings or internal grievance procedures</td>
</tr>
<tr>
<td>A dispute relating to your contract of employment.</td>
<td>b any claim relating solely to personal injury</td>
</tr>
<tr>
<td></td>
<td>c a settlement agreement while you are still employed.</td>
</tr>
<tr>
<td><strong>2 Contract disputes</strong></td>
<td>A claim relating to the following:</td>
</tr>
<tr>
<td>A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:</td>
<td>a construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)</td>
</tr>
<tr>
<td>a buying or hiring in goods or services</td>
<td>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)</td>
</tr>
<tr>
<td>b selling goods.</td>
<td>c a dispute arising from any loan, mortgage, pension, investment or borrowing</td>
</tr>
<tr>
<td>Please note that:</td>
<td>d a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters</td>
</tr>
<tr>
<td>i you must have entered into the agreement or alleged agreement during the period of insurance, and</td>
<td>e a motor vehicle owned by or hired or leased to you.</td>
</tr>
<tr>
<td>ii the amount in dispute must be more than £250 including VAT.</td>
<td></td>
</tr>
<tr>
<td><strong>3 Property protection</strong></td>
<td>A claim relating to the following:</td>
</tr>
<tr>
<td>A civil dispute relating to your principal home, or personal possessions, that you own, or are responsible for, following:</td>
<td>i a contract you have entered into</td>
</tr>
<tr>
<td>a an event which causes physical damage to such property but the amount in dispute must be more than £250</td>
<td>ii any building or land except your main home</td>
</tr>
<tr>
<td>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)</td>
<td>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</td>
</tr>
<tr>
<td>c a trespass.</td>
<td>iv work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage</td>
</tr>
<tr>
<td>Please note that you must have established the legal ownership or right to the land that is the subject of the dispute.</td>
<td>v mining subsidence</td>
</tr>
<tr>
<td></td>
<td>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)</td>
</tr>
<tr>
<td></td>
<td>vii the enforcement of a covenant by or against you</td>
</tr>
<tr>
<td></td>
<td>b defending a claim relating to an event that causes physical damage to property, but we will cover defending a counter-claim</td>
</tr>
<tr>
<td></td>
<td>c the first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.</td>
</tr>
<tr>
<td><strong>4 Personal injury</strong></td>
<td>A claim relating to the following:</td>
</tr>
<tr>
<td>A specific or sudden accident that causes your death or bodily injury to you.</td>
<td>a illness or bodily injury that happens gradually</td>
</tr>
<tr>
<td></td>
<td>b psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you</td>
</tr>
<tr>
<td></td>
<td>c defending your legal rights, but we will cover defending a counter-claim</td>
</tr>
<tr>
<td></td>
<td>d clinical negligence.</td>
</tr>
<tr>
<td><strong>5 Tax protection</strong></td>
<td>a Any claim if you are self-employed, or a sole trader, or in a business partnership.</td>
</tr>
<tr>
<td>A comprehensive examination by HM Revenue &amp; Customs that considers all areas of your self-assessment tax return, but not enquiries limited to one or more specific area.</td>
<td>b An investigation or enquiries by HM Revenue &amp; Customs Specialist Investigations or the HM Revenue &amp; Customs Prosecution Office.</td>
</tr>
</tbody>
</table>
### What is insured

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6 Legal defence</strong>&lt;br&gt;Costs and expenses to defend your legal rights if an event arising from your work as an employee leads to&lt;br&gt;a your being prosecuted in a court of criminal jurisdiction&lt;br&gt;b civil action being taken against you under:&lt;br&gt;• discrimination legislation&lt;br&gt;• section 13 of the Data Protection Act 1998.</td>
<td>Any claim relating to you driving a motor vehicle.</td>
</tr>
<tr>
<td><strong>7 Identity theft protection</strong>&lt;br&gt;Following an insured person’s identity theft:&lt;br&gt;1 we will pay legal costs to reinstate the insured person’s identity including costs for the signing of statutory declarations or similar documents;&lt;br&gt;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;&lt;br&gt;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;&lt;br&gt;4 we will pay an insured person’s attendance expenses.</td>
<td>A claim relating to the following:&lt;br&gt;a fraud committed by anyone entitled to make a claim under this policy&lt;br&gt;b losses arising from your business activities.</td>
</tr>
<tr>
<td>Provided that&lt;br&gt;i the insured person files a police report and notifies banks and building societies as soon as possible; and&lt;br&gt;ii the insured person tells us if they have previously been subjected to identity theft; and&lt;br&gt;iii the insured person takes all reasonable action to prevent continued unauthorised use of their identity.</td>
<td></td>
</tr>
<tr>
<td>Following a call to the identity theft helpline service we will assign a personal caseworker who will provide phone advice and a personal action plan to help regain your identity.</td>
<td></td>
</tr>
</tbody>
</table>

### Policy exclusions relating to this section

We will not pay for the following:

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

2 **Costs we have not agreed**
Costs and expenses incurred before our written acceptance of a claim.

3 **Court awards and fines**
Fines, penalties, compensation or damages that a court or other authority orders you to pay.

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

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

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

7 **Judicial review**
Costs and expenses arising from or relating to judicial review, coroner’s inquest or fatal accident inquiry.

8 **Nuclear, war and terrorism risks**
A claim caused by, contributed to by or arising from:<br>a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel<br>b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it<br>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<br>d pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
9 Litigant in person
Any claim where you are not represented by a law firm, barrister or tax expert.

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

Data Protection
To provide and administer the legal advice service and legal expenses insurance we must process your personal data (including sensitive personal data such as convictions) that we collect from you in accordance with our Privacy Policy.

To do so, we may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give you legal advice, we may have to send information outside the European Economic Area.

In doing this, we will comply with the Data Protection Act 1998. Unless required by law or by a professional body, we will not disclose your personal data to any other person or organisation without your written consent.

For any questions or comments, or requests to see a copy of the information we hold about you, please write to the Group Data Protection Controller at our DAS Head Office address.

Our Head and Registered Office
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Registered in England and Wales, number 103274.
Website: www.das.co.uk

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

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

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

Please read this notice carefully as it contains important information about our use of your personal information.

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

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

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

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

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

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

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

Preventing and detecting crime
We may use your personal information to prevent crime. In order to prevent crime we may:
- check your personal information against our own databases;
- share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, we will share your relevant personal information with them.

The information we share may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by us by writing to our Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. We may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

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

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

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

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

If you want more information about your personal information please write to the Data Protection Officer at the address set out below. If you want to know about or have access to your personal information or if you want to ask us to correct or update your personal information please write to the Data Protection Officer at the address set out below. If you have any questions about this notice please write to the Data Protection Officer at the address set out below.

If you are not satisfied with our decision about your request or complaint, you may have a right to take the matter further. You can ask the Information Commissioner’s Office to review our decision to help you. Information Commissioner’s Office, Wycliffe House, Gurney Drive, Cheltenham GL50 3RM, or call 0303 123 1113 or write to the Information Commissioner’s Office, PO Box 880, London WC1A 3NH.

Final amendments
Ageas Insurance Limited, registered in England and Wales under number 01235470, whose registered office is at 105 Basinghall Street, London EC2V 8AB is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are part of the Ageas group of companies.
Further information

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

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

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

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

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

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

Unless your complaint relates to Section 3 - Personal Legal Protection

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

DAS House
Quay Side
Temple Back, Bristol
BS1 6NH

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

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

Service standards

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

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

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

Financial Ombudsman Service

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

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

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

South Quay Plaza,
183 Marsh Wall
London
E14 9SR

Using this complaints procedure will not affect your legal rights.

Personal Legal Protection

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at:

PO Box 6806, Wolverhampton WV1 9WJ. You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

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

Financial Services Compensation Scheme

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

For further information see www.fscs.org.uk or telephone 020 7741 4100
To make a claim, call 0845 122 3019
Please add this number to your mobile phone

Ageas Insurance Limited

Office address
Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucester GL3 4FA

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

www.ageas.co.uk

Registered in England and Wales No 354568

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