Optima Bedrooms
Policy Wording

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To make a claim, call 0845 120 8410
Please add this number to your mobile phone
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This policy is a contract solely between the company and you. The contract is based on the proposal, or any statement of facts or statement of insurance we prepare using the information you have provided. The schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on pages 9 and 10 of this policy booklet. We will insure you against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled. The cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when we state otherwise in the policy.

François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Important note
Please read this policy document carefully and ensure that it meets your requirements. If you have any query please contact your agent whose details are shown in the schedule. Please keep this policy in a safe place you may need to refer to it if you make a claim.
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.

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
Making a claim

Please refer to the Policy Conditions for reporting claims on pages 32 and 33 in particular Conditions 9 and 10

1. Check that the claim is covered by your policy. Each section of the policy tells you what is covered and what is not covered. The Basis of Claims Settlement sections of this policy will tell you how the claim will be settled, provided that the policy conditions are fulfilled.

2. Contact the claims helpline on 0845 120 8410.
   **Note:** Please have your policy number available.
   If damage is serious in nature, immediate telephone contact is essential as we may need to arrange inspection of your property by a member of our claims staff or an independent loss adjuster who specialises in dealing with insurance claims. We will pay his fee.

3. In order to settle your claim we may require further information, or ask you to furnish documentation in support of your claim.

4. We may repair, reinstate or replace the lost or damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash.
   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 amount we would have paid the preferred supplier.
   If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied.

To report a claim call the claims helpline on 0845 120 8410
Our customer-care policy

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list.

If you have a complaint about your claim, please telephone us on the number shown in your claims documents. Alternatively you can write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

Customer Service Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

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

Unless your complaint relates to Section 4 – Legal Expenses in which case please write to DAS Customer Relations Department at our DAS Head Office address (please see page 29).

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

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

We promise to:

• 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.

• tell you the name of the person managing your complaint when we send our acknowledgement letter; and

• aim to resolve your complaint within 20 working days. If this is not possible for any reason, we will write to let you know when we will contact you and provide you with our final response.

Financial Ombudsman Service
You may be able to pass your complaint to the Financial Ombudsman Service if you are not satisfied with our final response, or if we have not issued our final response within 8 weeks from you first raising the complaint. The Financial Ombudsman Service is an independent organisation and will review your case.

Their address is:
The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman’s service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

Under Legal Expenses, 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

If you take any of the action mentioned above, it will not affect your right to take legal action.

Prudential Regulation Authority & Financial Conduct Authority
Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check the Financial Conduct Authority website at www.fca.org.uk, which includes a register of all the firms they regulate. Or you can phone them on 0800 111 6768.

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 this scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit.

Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.
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 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-our charges. However, if the damage is covered by your policy, you should phone the claims helpline straight away.

**Veterinary Assistance Service call 0845 120 8415**

If your pet is injured, DAS can help 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.

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Ageas Legal Guard Assistance

The definitions of the Ageas Legal Guard Assistance can be found on pages 24 and 25.
## Definitions

### Accidental Damage
Unexpected and unintended damage caused by something sudden and external.

### Bedroom
A room used as or originally designed and built to be a bedroom even if now used for another purpose.

### Buildings
The home being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord’s fixtures and fittings, its garages and domestic outbuildings, permanent swimming pools, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the home.

### Cost of rebuilding
The full cost of reconstruction of the buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor’s fees.

### Credit cards
Credit, cheque, debit, charge or cash cards.

### Excess
The amount of each claim you have to pay. If you make a claim under more than one section for loss or damage which happens at the same time and by the same cause we will deduct only one excess.

### Family
You, your domestic partner and other relations who permanently reside with you.

### Flood
Flood must arise from water external to the property entering the property. Water must enter the home at the ground level or below ground level.

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

### Home
The house, bungalow or self contained flat/maisonette together with its garages and domestic outbuildings at the address shown in the schedule, used for private residential purposes.

## Contents

### What is insured
1. Household goods, valuables and belongings, including money up to £750 and credit cards up to £1,000 owned by, or the legal responsibility of you or a member of your family when in your home.
2. Tenant’s fixtures and fittings.
3. Visitors’ personal effects up to £2,500 when in your home unless otherwise insured.
4. Office equipment and office furniture used by you or your family for business or professional purposes up to £5,000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family.

### What is not insured
- Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Swimming pool covers.
- Pets and livestock.
- Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home.
- Property more specifically insured.
- Bonds, bills of exchange, promissory notes and securities for money.
- Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in your home).
- Plants, trees or any growing matter.
- Contact or corneal lenses.
Heave
Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Index linking - Buildings
The sum insured on **buildings** will be adjusted monthly by the percentage movement in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

Insured/you/your
The person or persons named as policyholder(s) in the schedule.

Landslip
Downward movement of sloping ground.

Money
Personal **money** held for private purposes by **you** or your **family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

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

Pedal cycle
Non-mechanically propelled **pedal cycle**.

Personal effects
Personal property which is designed to be worn or carried on or about the person.

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

Storm
**We** consider **storm** to be strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain or snow alone does not constitute **storm** unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

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

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

Terrorism
For the purpose of the General Policy Exclusion (page 35) an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

The company/we/us/our
Ageas Insurance Limited.

Unfurnished
Without sufficient furniture and furnishings for normal living purposes.

Unoccupied
Furnished but has not been permanently lived in by **you** or your **family**, or any other person with your **permission**, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

Valuables
Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or your **family**.

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.

Water table
The **water table** is the area of ground below your property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.
# Section 1 – Buildings

See definitions on pages 9 and 10

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<th>What is not insured</th>
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| Loss of or damage to the **buildings** by the following causes: | • The **excess** shown in the schedule.  
• Wet or dry rot.  
• Loss or damage due to any gradually operating cause. |
| 1 Fire, smoke, explosion, lightning or earthquake | • Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time. |
| 2 **Storm** or **flood** | • Loss or damage caused:  
  a by frost, **subsidence**, **heave** or **landslip**;  
  b to fences and gates.  
• Loss or damage to basement rooms as a result of a rise in the **water table**. |
| 3 **Subsidence** or **heave** of the site beneath the **buildings**, or **landslip** | • Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the **home** is damaged at the same time and by the same cause.  
• Damage caused by:  
  a the normal **settlement** or bedding down of new structures;  
  b the **settlement** or movement of made-up ground;  
  c coastal or river erosion; or  
  d defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.  
• Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the **home** are damaged at the same time by the same cause.  
• Damage which originated prior to inception of this policy.  
• Damage resulting from:  
  i demolition, construction, structural alteration or repair to the **buildings**; or  
  ii groundworks or excavation.  
• Any loss or damage where compensation is provided by contract or legislation.  
• The **excess** shown in the schedule. |
| 4 Riot, civil commotion, strikes, labour disturbances | • Loss or damage that is not reported to the police within seven days. |
| 5 **Malicious acts** | • Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
• Loss or damage caused by **you**, **your family**, paying guests or tenants |
# Section 1 Buildings – continued
See definitions on pages 9 and 10

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<th>What is insured</th>
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| 6 Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance | • Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
• Repairs to tanks, pipes or appliances unless caused by freezing.  
• Loss or damage caused by **subsidence** or **heave** of the site beneath the **buildings**, or **landslip** (refer to cause 3 for details of the cover provided by this policy).  
• Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.  
• Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant. |
| 7 Impact with the **buildings** by aircraft or aerial devices, vehicles, or any article dropped from them, and animals | • Loss or damage caused by domestic pets.                                                                                                                                                                       |
| 8 Theft or attempted theft                                                                                   | • Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
• Loss or damage whilst the **buildings** or any part of them are lent, let, sub-let or occupied by anyone other than **you** or **your family**, except where there is forcible and violent entry or exit.  
• Loss or damage caused by **you**, **your family**, paying guests or tenants                                                                                       |
| 9 Leakage of oil from any fixed heating installation                                                       | • Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.                                                                                                           |
| 10 Falling trees or branches                                                                                | • Loss or damage to gates or fences.  
• The cost of the removal of the tree or branch unless damage has been caused to the **buildings** by its fall.  
• Damage caused by felling, lopping, or topping of trees.                                                                                                       |
| 11 Falling television or radio aerials, aerial fittings, satellite dishes or masts                           | • Loss or damage to the aerials, aerial fittings, satellite dishes or masts.                                                                                                                                    |
### Extensions to Section 1 – Buildings

<table>
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<tr>
<th>What is insured</th>
<th>What is not insured</th>
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</table>
| **A Fees and other Expenses**  
*We* will pay the costs necessarily incurred by *you* with *our* written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:  
a. architects, surveyors, legal and other fees;  
b. the cost of clearing the site and making the **buildings** safe; and  
c. the additional **cost of rebuilding** or repair of the damaged part of the **buildings** solely to comply with any government or local authority requirements, unless *you* were given notice of the requirement before the loss or damage occurred. | • Fees for preparing any claim.  
• Costs for complying with requirements *you* were notified of before the loss or damage occurred. |

| **B Rent and Alternative Accommodation**  
If the **home** is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy *we* will pay:  
a. up to two year’s rent that *you* are responsible for paying or would have received until the **home** is again fit to live in.  
b. the extra accommodation costs, incurred with *our* written consent, for  
i. *you*, *your family*; and  
ii. *your domestic pets*;  
until the **home** is again fit to live in. | • The **excess** shown in the schedule.  
• Damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
• Damage to ceramic hobs in movable cookers.  
• Damage to secondary double glazing whilst removed for any reason.  
• Malicious damage caused by *you*, *your family*, paying guests or tenants. |

| **C Glass or Sanitaryware**  
*We* will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the **buildings**, and ceramic hobs fixed to and forming part of the **home**. | • The **excess** shown in the schedule.  
• Damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
• Damage to secondary double glazing whilst removed for any reason.  
• Malicious damage caused by *you*, *your family*, paying guests or tenants.  
• Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials. |

| **D Underground Pipes and Cables**  
*We* will pay:  
a. the cost of repair following **accidental damage** by external means to cables, underground pipes or underground tanks all servicing the **home** and for which *you* are legally responsible; and  
b. up to £1,000 for breaking into and repairing an underground pipe for which *you* are legally responsible and which services the **home** where it is essential to clear a blockage. | • The **excess** shown in the schedule.  
• Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.  
• Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials. |
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<tr>
<td><strong>E Your Liability to the Public</strong></td>
<td>• Liability arising directly or indirectly from:</td>
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<tr>
<td>We will pay for damages and claimants’ costs and expenses which <strong>you</strong> become legally liable to pay for accidental:</td>
<td>a any profession, business or employment;</td>
</tr>
<tr>
<td>a death of any person;</td>
<td>b the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);</td>
</tr>
<tr>
<td>b bodily injury to any person;</td>
<td>c any agreement unless <strong>you</strong> would have been liable had the agreement not been made;</td>
</tr>
<tr>
<td>c illness or disease of any person; or</td>
<td>d death, injury, illness or disease of any member of <strong>your</strong> family or a domestic employee;</td>
</tr>
<tr>
<td>d damage to material property;</td>
<td>e loss or damage to property owned, occupied or in the custody or control of <strong>you</strong>, <strong>your</strong> family or any domestic employee; or</td>
</tr>
<tr>
<td>up to £2,000,000 in connection with:</td>
<td>f the charging of any electric vehicle that is not situated within the boundary of the home.</td>
</tr>
<tr>
<td>• any one claim; or</td>
<td>• Liability if <strong>you</strong> have any other insurance policy that covers the same loss.</td>
</tr>
<tr>
<td>• series of claims;</td>
<td>• Liability:</td>
</tr>
<tr>
<td>made against <strong>you</strong> arising out of any one event occurring during the period of insurance and incurred:</td>
<td>i arising more than seven years after the expiry or cancellation of section 1 of this policy; or</td>
</tr>
<tr>
<td>i solely as owner (not as occupier) of the home or the land belonging to the home; or</td>
<td>ii if <strong>you</strong> are insured under a more recently effected or current policy.</td>
</tr>
<tr>
<td>ii in connection with any previous private residence which <strong>you</strong> owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that <strong>you</strong> had disposed of all legal title and interest at the time of such occurrence;</td>
<td>• Any claim where <strong>you</strong> 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 have been covered under the other policy.</td>
</tr>
<tr>
<td><strong>We</strong> will also pay legal costs and expenses incurred with <strong>our</strong> written consent in the defence of any claim made against <strong>you</strong>.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> reserve the right to withdraw <strong>our</strong> support in the defence of any claim if <strong>we</strong> decide the prospect of success of any judgement or potential judgement are insufficient to justify <strong>our</strong> continuing support.</td>
<td></td>
</tr>
<tr>
<td>If <strong>you</strong> cancel, or do not renew, section 1 of <strong>your</strong> policy following the sale or disposal of <strong>your</strong> home the cover provided by paragraph ii for that home will continue for seven years after this section expires.</td>
<td></td>
</tr>
<tr>
<td><strong>F Purchaser’s Interest</strong></td>
<td></td>
</tr>
<tr>
<td>If <strong>you</strong> have contracted to sell the buildings and the purchaser has not insured the property before completion, the purchaser will have the contractual right to the benefit of section 1 of this policy between exchange of contracts and completion of the sale provided the purchaser completes the purchase.</td>
<td></td>
</tr>
<tr>
<td><strong>G Trace and Access</strong></td>
<td>• Loss or damage to the heating or water system.</td>
</tr>
<tr>
<td><strong>We</strong> will pay up to £5,000 for the costs incurred with <strong>our</strong> consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</td>
<td></td>
</tr>
<tr>
<td><strong>H Emergency Access</strong></td>
<td>• The excess shown in the schedule.</td>
</tr>
<tr>
<td><strong>We</strong> will provide cover for damage to the home and garden caused by forced access by the fire, police or ambulance services as a result of an emergency.</td>
<td>• Thefts not reported to the police.</td>
</tr>
<tr>
<td><strong>I Door Locks</strong></td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay up to £1,000 in respect of replacement locks for external doors to the buildings if <strong>your</strong> keys are stolen or lost.</td>
<td></td>
</tr>
</tbody>
</table>
Optional extension to Section 1 – Buildings
This cover does not apply unless the schedule states that accidental damage is included.

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental damage to the buildings</td>
<td>• The excess shown in the schedule.</td>
</tr>
<tr>
<td></td>
<td>• Damage whilst the buildings or any part of them are lent, let, or sub-let, or are left unoccupied or unfurnished.</td>
</tr>
<tr>
<td></td>
<td>• Damage caused by:</td>
</tr>
<tr>
<td></td>
<td>i faulty workmanship, defective design or the use of defective materials;</td>
</tr>
<tr>
<td></td>
<td>ii wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin;</td>
</tr>
<tr>
<td></td>
<td>iii domestic pets;</td>
</tr>
<tr>
<td></td>
<td>iv movement, settlement or shrinkage in any part of the buildings;</td>
</tr>
<tr>
<td></td>
<td>v movement of the land belonging to the buildings; or</td>
</tr>
<tr>
<td></td>
<td>vi demolition or structural alteration or repair.</td>
</tr>
<tr>
<td></td>
<td>• Any destruction or damage otherwise shown as not insured under section 1 of this policy.</td>
</tr>
<tr>
<td></td>
<td>• Market depreciation, the cost of maintenance and redecoration.</td>
</tr>
<tr>
<td></td>
<td>• The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.</td>
</tr>
</tbody>
</table>

Section 1 – Basis of Claims Settlement

a We will pay up to the sum insured for buildings shown in the schedule (plus any Index Linking adjustment applicable) for the cost of rebuilding, repairing or replacing the damaged parts of the buildings, inclusive of any amount which may become payable under extension A of section 1 of this policy.

b If the buildings are not rebuilt or repaired we will pay at our option the difference between the market value of the buildings prior to the loss or damage and the market value of the buildings following the loss or damage.

c If the buildings have not been maintained in a good state of repair, a deduction will be made for wear and tear.

d 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.

e We will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

f Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

Automatic Reinstatement

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.
## Section 2 – Contents

See definitions on pages 9 and 10

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| **Loss of or damage to the contents** by the following causes: | • The **excess** shown in the schedule.  
• Loss or damage due to any gradually operating cause. |
| 1 Fire, smoke, explosion, lightning, earthquake | • Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time. |
| 2 **Storm or flood** | • **Contents** in the open at the time of any loss or damage.  
• Loss or damage to **contents** in basement rooms as a result of a rise in the **water table**. |
| 3 **Subsidence or heave** of the site beneath the **buildings**, or **landslip** | • Loss or damage caused by:  
  a the normal **settlement** or bedding down of new structures;  
  b the **settlement** or movement of made-up ground;  
  c coastal or river erosion; or  
  d defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.  
  • Damage resulting from:  
    i demolition, construction, structural alteration or repair to the **buildings**; or  
    ii groundworks or excavation. |
| 4 Riot, civil commotion, strikes, labour disturbances | • Loss or damage that is not reported to the police within seven days. |
| 5 **Malicious acts** | • Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
• Loss or damage caused by **you**, **your family**, paying guests or tenants. |
| 6 Escape of water from a fixed water or heating installation, or plumbed in domestic appliance | • Damage to the installation or appliance from which the water escapes.  
• Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
• Loss or damage caused by **subsidence** or **heave** of the site beneath the **buildings**, or **landslip** (refer to cause 3 for details of the cover provided by this policy).  
• Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.  
• Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant. |
| 7 Impact with the **buildings** by aircraft or aerial devices, vehicles, or any article dropped from them, and animals | • Loss or damage caused by domestic pets. |
## What is insured

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| 8 Theft or attempted theft | · Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
· Loss or damage caused by **you**, **your family**, paying guests or tenants.  
· Loss or damage whilst the **buildings** or any part of them are lent, let, sub-let or occupied by anyone other than **you** or **your family** except when force and violence are used to gain entry or exit.  
· Any amount exceeding £3,000 for loss or damage from an **outbuilding**. |
| 9 Leakage of oil from any fixed heating installation | · Loss or damage caused after the **buildings** have been left **unoccupied** or **unfurnished**.  
· Damage to the appliance from which the oil escapes. |
| 10 Falling trees or branches | · Loss or damage arising from felling, lopping or topping of trees. |
| 11 Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts | · Loss or damage arising from erection, dismantling, repair or maintenance. |

## Extensions to Section 2 – Contents

### A Temporary Removal of Contents

**We** will pay for **contents** lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the **home** but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:  
· up to £5,000 in respect of **contents** whilst in university halls of residence or in student accommodation or otherwise; or  
· up to 20% of the **contents** limit shown in the schedule.  

### B Rent and Alternative Accommodation

If the **home** cannot be lived in as a result of loss or damage to the **contents** insured under section 2 of this policy **we** will pay:  
· up to 12 months rent that **you** are responsible for paying as occupier until the **home** is again fit to live in; or  
· the extra accommodation costs, incurred with our written consent for  
  · **you**, **your family**; and  
  · **your** domestic pets; until the **home** is again fit to live in.  

### C Deep Freezer Contents

**We** will pay for food in a domestic deep freezer in the **home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.  

· The **excess** shown in the schedule.  
· Loss due to the deliberate act of the supply authority.  
· Loss if the freezer is more than 10 years old at the date of loss.
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
</table>
| **D Mirrors and Glass**  
We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker. | • The excess shown in the schedule.  
• Loss or damage caused after the **buildings** have been left unoccupied or unfurnished.  
• Malicious damage caused by **you, your family**, paying guests or tenants.  
• Damage to ceramic hobs fixed to and forming part of the **home**. |
| **E Audio and Audio Visual Equipment**  
**Accidental damage** to:  
a televisions;  
b audio and visual equipment; and  
c home computer and games console equipment;  
which are owned by **you or your family**, or for which **you** are legally responsible. | • The excess shown in the schedule.  
• Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.  
• Damage to records, tapes, discs or computer software.  
• Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.  
• Damage caused after the **buildings** have been left unoccupied or unfurnished.  
• Wear and tear and depreciation.  
• Malicious damage caused by **you, your family**, paying guests or tenants.  
• Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.  
• Damage caused after the **buildings** have been left unoccupied or unfurnished.  
• Theft caused by **you, your family**, paying guests or tenants. |
| **F Tenants Liability**  
(applicable if the **buildings** are rented)  
Any amount which **you** become legally liable to pay as a tenant, and not as an owner of the **buildings** up to 20% of the **contents** limit shown in the schedule in respect of:  
a Damage to the **buildings** by any of the causes 1-11 of section 1 of this policy.  
b Accidental breakage and damage as described in extensions C and D of section 1 of this policy. | • Loss or damage caused after the **buildings** have been left unoccupied or unfurnished.  
• Malicious damage caused by **you, your family**, paying guests or tenants.  
• Theft caused by **you, your family**, paying guests or tenants.  
• The excess shown in the schedule.  
• Flowers, plants, shrubs, trees and any growing matter not in pots or containers.  
• Loss or damage caused after the **buildings** have been left unoccupied or unfurnished.  
• Loss or damage caused by **storm** or **flood**. |
| **G Contents in the Garden**  
We will pay up to £1,000 for loss or damage by causes 1-11 of section 2 for **contents** in the open within the boundaries of your **home**. This includes cover for flowers, plants, shrubs or trees in pots or containers. | • The excess shown in the schedule.  
• Flowers, plants, shrubs, trees and any growing matter not in pots or containers.  
• Loss or damage caused after the **buildings** have been left unoccupied or unfurnished.  
• Loss or damage caused by **storm** or **flood**. |
| **H Door Locks**  
We will pay up to £1,000 in respect of replacement locks for external doors to the **buildings** if **your** keys are stolen or lost. | • The excess shown in the schedule.  
• Thefts not reported to the police. |
| **I Loss of Oil and Metered Water**  
We will pay up to £1,500 for:  
a the cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation; and  
b additional metered water charges incurred by **you** and resulting from any of the causes 1-11 of section 2 of this policy. | • The excess shown in the schedule.  
• Loss otherwise shown as not insured under section 2 of this policy.  
• Loss if the **buildings** have been left unoccupied or unfurnished.  
• Accidental loss of metered water costs recovered from the responsible water authority.  
• The excess shown in the schedule.  
• Loss otherwise shown as not insured under section 2 of this policy.  
• Loss if the **buildings** have been left unoccupied or unfurnished.  
• Accidental loss of metered water costs recovered from the responsible water authority. |
<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>J Reinstatement of Title Deeds</strong></td>
<td>• The excess shown in the schedule.</td>
</tr>
<tr>
<td>We will pay up to £2,500 in respect of the replacement of title deeds to <strong>your home</strong> if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in <strong>your home</strong> or lodged with <strong>your</strong> solicitor, bank or building society.</td>
<td>• Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.</td>
</tr>
<tr>
<td><strong>K Public and Personal Liability</strong></td>
<td>• Death, bodily injury, illness or disease to any member of <strong>your family</strong> or domestic employee.</td>
</tr>
<tr>
<td>We will pay for damages and claimants’ costs and expenses which <strong>you</strong> or any member of <strong>your family</strong> become legally liable to pay for accidental:</td>
<td>• Loss or damage to property owned by, or in the custody or control of, <strong>you</strong> or any member of <strong>your family</strong> or any person permanently residing with <strong>you</strong>.</td>
</tr>
<tr>
<td>a death of any person;</td>
<td>• Liability arising directly or indirectly from the transmission of any communicable disease or virus by <strong>you</strong> or any member of <strong>your family</strong>.</td>
</tr>
<tr>
<td>b bodily injury to any person;</td>
<td>• Liability arising directly or indirectly as a result of a criminal act by <strong>you</strong> or any member of <strong>your family</strong>.</td>
</tr>
<tr>
<td>c illness or disease of any person; or</td>
<td>• Any agreement unless <strong>you</strong> would have been liable had the agreement not been made.</td>
</tr>
<tr>
<td>d damage to material property;</td>
<td>• The ownership, use or possession of any:</td>
</tr>
<tr>
<td>up to £2,000,000 in connection with:</td>
<td>i lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft);</td>
</tr>
<tr>
<td>• any one claim; or</td>
<td>ii mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs);</td>
</tr>
<tr>
<td>• series of claims;</td>
<td>iii animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or</td>
</tr>
<tr>
<td>made against <strong>you</strong> or a member of <strong>your family</strong> arising out of any one event, occurring during the period of insurance and incurred:</td>
<td>iv firearms, other than properly licensed shotguns.</td>
</tr>
<tr>
<td>i solely as occupants, (not owners) of the <strong>home</strong> or the land belonging to the <strong>home</strong>; or</td>
<td>• Any profession, business or employment.</td>
</tr>
<tr>
<td>ii in a personal capacity, (not as occupier or owner of any <strong>building</strong> or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.</td>
<td>• Any claim or other proceedings against <strong>you</strong> or <strong>your family</strong> lodged or prosecuted in a court outside the United Kingdom.</td>
</tr>
<tr>
<td>We will also pay legal costs and expenses incurred with <strong>our</strong> written consent in the defence of any claim made against <strong>you</strong> or <strong>your family</strong>.</td>
<td>• Liability if <strong>you</strong> have any other insurance policy that covers the same loss.</td>
</tr>
<tr>
<td><strong>We reserve the right to withdraw <strong>our</strong> support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify <strong>our</strong> continuing support.</strong></td>
<td>• Liability arising directly or indirectly as a result of the charging of any electric vehicle that is not situated within the boundary of the <strong>home</strong>.</td>
</tr>
<tr>
<td>• Any amount whilst any appeal is pending.</td>
<td>• Any claim where <strong>you</strong> 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 have been covered under the other policy.</td>
</tr>
</tbody>
</table>

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**L Reverse Liability**

We will pay all sums which **you** have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:

a if the position of **you** and the responsible party had been reversed, **you** would have been entitled to indemnity under extension K, subject to the limit of indemnity under extension K;  

b the liability giving rise to the court award occurs during the period of insurance; and  

c **You** agree to allow **us** to enforce any rights or remedies which **we** will become entitled to upon making payment.
### What is insured

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>M Accidents to Domestic Employees</strong></td>
<td>We will pay for damages and claimants’ costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental: &lt;br&gt;a death of; &lt;br&gt;b bodily injury to; or &lt;br&gt;c illness or disease of; any domestic employee in connection with: &lt;br&gt;a any one claim; or &lt;br&gt;b series of claims; &lt;br&gt;made against you or your family arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. &lt;br&gt;We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family. &lt;br&gt;The most we will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any legal costs and expenses.</td>
</tr>
<tr>
<td><strong>N Fatal Accident</strong></td>
<td>We will pay £5,000 if you or your partner die, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders, within 90 days of the incident.</td>
</tr>
<tr>
<td><strong>O Household Removals</strong></td>
<td>Accidental damage to contents whilst in transit by professional removal contractors from the home to your new permanent home within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.</td>
</tr>
<tr>
<td><strong>P Shopping in Transit</strong></td>
<td>We will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to your home.</td>
</tr>
<tr>
<td><strong>Q Audio or Visual Downloads</strong></td>
<td>We will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of section 2 of this policy.</td>
</tr>
<tr>
<td><strong>R Weddings, Birthdays and Christmas</strong></td>
<td>The contents limit shown in the schedule will be automatically increased by: &lt;br&gt;a 10% during the month of December; &lt;br&gt;b 10% for 30 days before and after your wedding day; and &lt;br&gt;c 10% for 7 days after your birthday; to cover christmas, wedding or birthday gifts.</td>
</tr>
</tbody>
</table>

### What is not insured

- Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family.
- Any agreement unless you would have been liable had the agreement not been made.
- Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom.
- Liability arising from any business or profession.
- Liability for death of, bodily injury to, or illness or disease of any member of your family.
- Liability for which compulsory insurance or security is required by any road traffic legislation.

- The excess shown in the schedule.
- Valuables and money.
- Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.
- Any loss or damage not notified to the removal contractors within 7 days of the removal to your new permanent home.
- Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- The excess shown in the schedule.
Optional extension to Section 2 – Contents
This cover does not apply unless the schedule states that accidental damage is included.

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Accidental damage to contents when in your home</td>
<td>• The excess shown in the schedule.</td>
</tr>
<tr>
<td></td>
<td>• Clothing (including furs), <strong>money, credit cards</strong>, contact and corneal lenses, and food.</td>
</tr>
<tr>
<td></td>
<td>• Loss or damage if the <strong>buildings</strong> are lent, let or sub-let in whole or in part, or are left <strong>unoccupied</strong> or <strong>unfurnished</strong>.</td>
</tr>
<tr>
<td></td>
<td>• Damage by scratching, denting, wear and tear, depreciation, insects, <strong>vermin</strong>, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration.</td>
</tr>
<tr>
<td></td>
<td>• Damage caused by domestic pets.</td>
</tr>
<tr>
<td></td>
<td>• Damage caused by mechanical or electrical fault or breakdown or misuse.</td>
</tr>
<tr>
<td></td>
<td>• Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.</td>
</tr>
<tr>
<td></td>
<td>• Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured.</td>
</tr>
<tr>
<td></td>
<td>• Confiscation or detention.</td>
</tr>
</tbody>
</table>

Section 2 – Basis of Claims Settlement

a We will pay up to the **contents** limit shown in the schedule for the full cost of replacing as new (or at our option we will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.

b The maximum amount we will pay in respect of any one loss for **valuables** is 40% of the **contents** limit shown in the schedule.

c The maximum amount we will pay for any one item of **valuables** is £2,500, unless specifically insured.

d The maximum amount that we will pay in respect of any one loss under section 2 of this policy is the **contents** limit stated in the schedule for section 2.

e 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.

f We will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.

g In the event of a claim under this policy we reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered. In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

h Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

i The maximum amount we will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

Automatic Reinstatement

The **contents** limit shown in the schedule will not be reduced by the amount of any claim unless we give written notice to the contrary.
Section 3 – Extra Protection

See definitions on pages 9 and 10

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

A Unspecified Articles, Personal Money and Credit Cards

<table>
<thead>
<tr>
<th>What is insured</th>
<th>What is not insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental loss or damage to unspecified articles comprising:</td>
<td>• The excess shown in the schedule.</td>
</tr>
<tr>
<td>a Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, pedal cycles and other portable personal effects up to a limit of £1,500 for any one item.</td>
<td>• Any loss or damage to contact or corneal lenses.</td>
</tr>
<tr>
<td></td>
<td>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</td>
</tr>
<tr>
<td></td>
<td>• Documents or securities.</td>
</tr>
<tr>
<td></td>
<td>• Household goods, foodstuffs and domestic appliances.</td>
</tr>
<tr>
<td></td>
<td>• Property more specifically insured.</td>
</tr>
<tr>
<td></td>
<td>• Sports equipment whilst in use.</td>
</tr>
<tr>
<td></td>
<td>• Equipment used for winter sports, water sports and camping.</td>
</tr>
<tr>
<td></td>
<td>• Collections of stamps, coins and medals.</td>
</tr>
<tr>
<td></td>
<td>• Televisions, audio and audio visual equipment.</td>
</tr>
<tr>
<td></td>
<td>• Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.</td>
</tr>
<tr>
<td></td>
<td>• Tools or instruments used or held for business or professional purposes.</td>
</tr>
<tr>
<td></td>
<td>• Loss or damage listed under What is not insured by section 3.</td>
</tr>
<tr>
<td>b Personal money and credit cards. Loss of money belonging to you or your family up to £750 for any one loss. Money comprising personal money held for private purposes by you or your family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.</td>
<td>• The excess shown in the schedule.</td>
</tr>
<tr>
<td></td>
<td>• Depreciation in the value of money.</td>
</tr>
<tr>
<td></td>
<td>• Loss of money caused by accounting errors or omissions.</td>
</tr>
<tr>
<td></td>
<td>• Loss of money not reported to the police within 24 hours of discovery of loss.</td>
</tr>
<tr>
<td></td>
<td>• Loss of money held for business or professional purposes.</td>
</tr>
<tr>
<td></td>
<td>• Loss listed under What is not insured by section 3.</td>
</tr>
</tbody>
</table>
What is insured | What is not insured
--- | ---
Your liability under the terms of the personal credit cards including cheque, debit, charge or cash cards, issued in the British Isles to you or your family, up to a maximum of £1,000 for any one loss. | • The excess shown in the schedule.
• Any loss unless the terms and conditions under which the card is issued have been fulfilled.
• Losses not reported to the police within 24 hours of discovery of loss.
• Any loss as a result of unauthorised use by a member of your family or a person residing with you.
• Loss listed under What is not insured by section 3.
• Loss caused by accounting errors or omissions.
• Depreciation in value.

B Specified Articles

| What is insured | What is not insured |
--- | ---
Loss or damage to articles specified in the Appendix to section 3 in the schedule | • The excess shown in the schedule.
• Loss or damage listed under What is not insured by section 3.
• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
• Sports equipment whilst in use.
• Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

Section 3 – Basis of Claims Settlement

a We will pay up to the sum insured (subject to any limits) shown in your schedule for the cost of replacing as new (or at our option we will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and pedal cycles.
b In the event of loss or damage to any article forming part of a pair or set, we will not pay more than the value of the individual article lost or damaged.
c In the event of a claim under this policy we reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
d In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount we will pay for any one loss is £75 in respect of these items.
e Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
f In respect of articles specified in section 3B in the event of the sum insured being insufficient to cover the full value of the article we reserve the right to reduce the amount of any claim payment.

What is not insured by Section 3

a Electrical, electronic or mechanical breakdown or derangement.
b Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
c Damage to watches and clocks caused by overwinding.
d Loss of or damage:
  i by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
  ii to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of you or a member of your family);
  iii arising from confiscation or detention by customs or other officials;
  iv to musical instruments in respect of loss of tone or replacement of strings or drum skins; or
  v caused by domestic pets.
e Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
f Theft of unattended pedal cycles unless in a locked building or attached by a security device to a permanently fixed structure.
g Loss or damage
  i To any pedal cycles being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
  ii To tyres and accessories of any pedal cycles unless the pedal cycles is lost or damaged at the same time.
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 0844 893 9011. We will ask you about your legal issue and if necessary call you back to give you legal advice.

When you need to make a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0844 893 9011 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.

Definitions

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 9 and 10.

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.
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 your own expense and for your own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.
d Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

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

c You may refuse to pay further legal costs.

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

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

7 Expert opinion
We may require you to get, at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the expert’s opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
8 Arbitration
If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure, you can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.

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

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

11 Fraudulent claims
We will, at our discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or we will not pay the claim if:
- a. a claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

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

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

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

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 we will pay</th>
<th>What we will not pay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Incidents that are insured</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Employment disputes</strong></td>
<td>A claim relating to the following:</td>
</tr>
<tr>
<td>A dispute relating to <em>your</em> contract of employment.</td>
<td>a employer’s disciplinary hearings or internal grievance procedures.</td>
</tr>
<tr>
<td></td>
<td>b any claim relating solely to personal injury.</td>
</tr>
<tr>
<td></td>
<td>c a settlement agreement while <em>you</em> are still employed.</td>
</tr>
<tr>
<td><strong>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 <em>you</em> 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 <em>your</em> insurer refuses <em>your</em> 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><strong>Please note that:</strong></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 <em>you</em> 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 <em>you</em>.</td>
</tr>
<tr>
<td>ii the amount in dispute must be more than £250 including VAT.</td>
<td></td>
</tr>
<tr>
<td><strong>Property protection</strong></td>
<td>A claim relating to the following:</td>
</tr>
<tr>
<td>A civil dispute relating to <em>your</em> principal home, or personal possessions, that <em>you</em> own, or are responsible for, following:</td>
<td>a a contract <em>you</em> 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>b any building or land except <em>your</em> main home.</td>
</tr>
<tr>
<td>b a legal nuisance (meaning any unlawful interference with your use or enjoyment of <em>your</em> land, or some right over, or in connection with it).</td>
<td>c someone legally taking <em>your</em> property from <em>you</em>, whether <em>you</em> are offered money or not, or restrictions or controls placed on <em>your</em> property by any government or public or local authority.</td>
</tr>
<tr>
<td>c a trespass.</td>
<td>d 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><strong>Please note that:</strong></td>
<td>e mining subsidence.</td>
</tr>
<tr>
<td><em>you</em> must have established the legal ownership or right to the land that is the subject of the dispute.</td>
<td>f adverse possession (meaning the occupation of any building or land either by someone trying to take possession from <em>you</em> or of which <em>you</em> are trying to take possession).</td>
</tr>
<tr>
<td></td>
<td>g the enforcement of a covenant by or against <em>you</em>.</td>
</tr>
<tr>
<td></td>
<td>h 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>i 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>Personal injury</strong></td>
<td>A claim relating to the following:</td>
</tr>
<tr>
<td>A specific or sudden accident that causes <em>your</em> death or bodily injury to <em>you</em>.</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 <em>your</em> legal rights, but we will cover defending a counter-claim.</td>
</tr>
<tr>
<td></td>
<td>d clinical negligence.</td>
</tr>
</tbody>
</table>
Section 4 – Legal Expenses – continued

<table>
<thead>
<tr>
<th>What we will pay</th>
<th>What we will not pay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tax protection</strong></td>
<td>a Any claim if you are self-employed, a sole trader, or in a business partnership.</td>
</tr>
<tr>
<td>A comprehensive examination by HM Revenue &amp; Customs</td>
<td>b An investigation or enquiries by HM Revenue &amp; Customs Specialist Investigations or</td>
</tr>
<tr>
<td>that considers all areas of your self-assessment tax</td>
<td>the HM Revenue &amp; Customs Prosecution Office.</td>
</tr>
<tr>
<td>return, but not enquiries limited to one or more</td>
<td></td>
</tr>
<tr>
<td>specific area.</td>
<td></td>
</tr>
<tr>
<td><strong>Legal defence</strong></td>
<td></td>
</tr>
<tr>
<td>Costs and expenses to defend your legal rights if</td>
<td>Any claim relating to you driving a motor vehicle.</td>
</tr>
<tr>
<td>an event arising from your work as an employee leads</td>
<td></td>
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<tr>
<td>to:</td>
<td></td>
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<tr>
<td>a you being prosecuted in a court of criminal</td>
<td></td>
</tr>
<tr>
<td>jurisdiction</td>
<td></td>
</tr>
<tr>
<td>b civil action being taken against you under:</td>
<td></td>
</tr>
<tr>
<td>• discrimination legislation</td>
<td></td>
</tr>
<tr>
<td><strong>Identity Theft Legal Expenses</strong></td>
<td>A claim relating to the following:</td>
</tr>
<tr>
<td>Following an insured person’s identity theft:</td>
<td>a fraud committed by anyone entitled to make a claim under this policy.</td>
</tr>
<tr>
<td>1 we will pay legal costs to reinstate the insured</td>
<td>b losses arising from your business activities.</td>
</tr>
<tr>
<td>person’s identity including costs for the signing of</td>
<td></td>
</tr>
<tr>
<td>statutory declarations or similar documents;</td>
<td></td>
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<tr>
<td>2 we will negotiate for the insured person’s legal</td>
<td></td>
</tr>
<tr>
<td>rights in a dispute with debt collectors or any</td>
<td></td>
</tr>
<tr>
<td>party pursuing legal action against an insured</td>
<td></td>
</tr>
<tr>
<td>person arising from or relating to identity theft;</td>
<td></td>
</tr>
<tr>
<td>3 we will pay loan rejection fees and any re-</td>
<td></td>
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<tr>
<td>application administration fee for a loan when the</td>
<td></td>
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<tr>
<td>insured person’s original application has been</td>
<td></td>
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<tr>
<td>rejected;</td>
<td></td>
</tr>
<tr>
<td>4 we will pay an insured person’s attendance</td>
<td></td>
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<tr>
<td>expenses.</td>
<td></td>
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<tr>
<td>Provided that:</td>
<td></td>
</tr>
<tr>
<td>i the insured person files a police report and</td>
<td></td>
</tr>
<tr>
<td>notifies banks and building societies as soon as</td>
<td></td>
</tr>
<tr>
<td>possible; and</td>
<td></td>
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<tr>
<td>ii the insured person tells us if they have</td>
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<tr>
<td>previously been subjected to identity theft; and</td>
<td></td>
</tr>
<tr>
<td>iii the insured person takes all reasonable action</td>
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<td>to prevent continued unauthorised use of their</td>
<td></td>
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<tr>
<td>identity.</td>
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</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:
   - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
   - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
   - War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.
   - 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 authorised 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.
Privacy 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 research, collect and use data about you from publically available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

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;
• 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 on the next page.

Preventing and detecting crime
We may use your personal information to prevent crime. In order to prevent and detect 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 on the next page; and/or
• share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd.

We may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf
To help you manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy. For your protection only you can cancel your policy or change the contact address.
Marketing
We may use your personal information and information about your use of our products and services to carry out research and analysis.
We will only use your personal information to market our products and services to you if you agree to this.

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

Further information
You are entitled to receive a copy of any of your personal information we hold. If you would like to receive a copy, or if you would like further information on, or wish to complain about, the way that we use your personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving your name, address and insurance policy number. We may charge you a small fee for this.
If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.
Policy Conditions

1 Compliance with conditions
These conditions apply to all sections of the policy and to all extensions. You and all members of your family permanently residing with you must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2 Your duty to prevent loss or damage
a You and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
b You and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

3 Your personal representatives
If you die, we will insure your legal personal representatives for any liability you had previously incurred under the policy, provided they fulfil the terms of the policy.

4 Changes in circumstances
You must inform us as soon as possible of any changes which may affect this insurance. For example:
a If you change address or the number of bedrooms is increased.
b You or your family being convicted of a criminal offence (other than driving offences).
c If the home is to be left unoccupied for more than 60 consecutive days.
d If the sums insured shown in the schedule are not adequate.
e A change in occupancy or use of the home address.

5 Cancelling the policy and the cooling-off period
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. 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. If any claim has been made during the period of cover provided, you must pay the full annual premium and you will not be entitled to any refund.

We or anyone we authorise have the right to cancel this policy at any time by sending you fourteen days’ notice in writing where there is a valid reason for doing so. We will send the notice to the last known address we have for you and we will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:
• Changes to the information detailed on your proposal form or on a statement of insurance or schedule which may result in the risk no longer being acceptable to us.
• Where we suspect fraud on this or any other related policy.
• Where a misrepresentation has been made that means we no longer wish to provide cover. As long as you have not made a claim, we will refund you for the time that was left on your policy. 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.

6 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.

7 Arbitration
Where we have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law in force at that time. When this happens legal proceedings cannot be started against us until the arbitrator has reached a decision.

8 Other Insurances
If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability we will pay only our rateable proportion.
9 Notification of 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 120 8410 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 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 0117 934 0190 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.

10 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.

11 Company’s rights after a claim
We or our representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to us. We may conduct, in your name and on your behalf, the defence or settlement of any legal action and take proceedings at our own expense and for our own benefit, but in your name, to recover compensation from any third party in respect of anything covered by this policy.

12 Payment of Premium
Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due.
Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule. Where the policy is cancelled mid term and a claim has occurred and been paid by us during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at our discretion.
Policy Conditions – continued

13 Payment of Claims
In the event of a claim being made under this policy and the premium is being paid under Creditplan we may deduct from any settlement any outstanding premium payment. The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and our maximum liability shall not thereby be increased above the amount that would have been payable if you were the only person or entity that was entitled to contractual rights under the policy. Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy we shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

14 Law Applicable to the Policy
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 court 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).

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

What is not insured by this policy

1. Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
   a. Ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
      This exclusion does not apply to Accidents to Domestic Employees section 2(M);
   b. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
      This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
   c. Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

2. Any loss suffered by you or your family due to any person obtaining property by deception.

3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by you or any member of your family.

4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
   All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

5. Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
   a. A failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
   b. Computer viruses.

6. Legal expenses or legal benefits or liability arising from (a) above.

Except

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 buildings and section 2 contents of this policy.

6. Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
   This exclusion does not apply to Accidents to Domestic Employees section 2(M).

7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.

8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.
To make a claim, call 0845 120 8410
Please add this number to your mobile phone

Ageas Insurance Limited

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

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