



Cherished Home Insurance Policy

 **HERITAGE**
A Brand of County Insurance Services Limited

 **County**
Insurance Services

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Welcome

Thank you for choosing Heritage, a brand of County Insurance Services Limited, to protect **your** property.

We want to help you understand **your** Home Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, any notice to policyholder issued to **you**, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

Please get in touch by contacting **your** broker if **you** need **your** documents in large font, braille, or as audio.

That policy is not complete without a policy schedule. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Home Insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on your schedule;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

If **you** are in any doubt about the level of cover provided, or if **you** have any questions relating to this insurance, please contact **your** Broker immediately on 01865 844980.

We hope that **You** will insure with **Us** for many years to come.



Tim Sydenham ACII Cert CII
Managing Director

Important information about your policy

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

The Insurers or Service Providers

Statutory Disclosure Notice

This Insurance policy is underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects you by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers. In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use **your** personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

For Sections 9,9A and 10: DAS Legal Expenses Insurance Company Limited is the underwriter and provides legal protection under **your** policy insurance. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet our obligations. See <https://www.fscs.org.uk/>

Telephone Calls and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule** or amendments in any notice to policyholder issued to **you**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Things we need to tell you about

Data Privacy Notice

County Insurance Services Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. [This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies].

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored. For further information on how your information is used and your rights in relation to your information please see our privacy notice at www.county-insurance.co.uk/downloads/privacynotice If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Definitions

Wherever the following words appear in this insurance they will have the meanings shown below.

Accidental Damage	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
Bodily injury	Bodily injury includes death or disease.
Broker	The intermediary who arranged this insurance on your behalf.
Buildings	The home and its decorations <ul style="list-style-type: none">• fixtures and fittings attached to the home• permanently installed swimming pools, fixed hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you.• Solar panels permanently attached to the main private dwelling which you own or for which you are legally responsible within the premises named in the Schedule .
Contents	Household goods and personal property, within the home , which are your property or which you are legally liable for. Contents includes: <ul style="list-style-type: none">• tenant's fixtures and fittings• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• Contents that are within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home),• Money and credit cards up to £300 in total, unless otherwise stated in the schedule.• deeds and registered bonds and other personal documents up to £1,500 in total• stamps or coins forming part of a collection up to £1,250 in total• Valuables and Personal Belongings up to £2,500 or 10% of the sum insured for contents whichever is less, within the private dwelling• domestic oil in fixed fuel oil tanks up to £1,000
Contents	does NOT include: <ul style="list-style-type: none">• Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,• any living creature• any part of the buildings• any property held or used for business purposes• any property insured under any other insurance.
Credit cards	Includes charge cards, debit cards, banker's cards and cash dispenser cards.
Domestic Employee(s)	Any person who carries out paid domestic duties for you within your home and/or it's gardens, other than in connection with your business
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount stated in this booklet or in the schedule and payable by you in the event of a claim.
Family	Any family(including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. Family does not include lodgers or tenants.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground..

Home	The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule , which you are legally responsible for.
Landslip	Downward movement of sloping ground.
Money	<ul style="list-style-type: none"> • current legal tender, cheques, postal and money orders • postage stamps not forming part of a stamp collection • savings stamps and savings certificates, travellers' cheques • premium bonds and gift tokens
Occupant	A person or persons authorised by you to stay in the home.
Outbuildings	Garden sheds, summer houses, greenhouses or other similar structure on a permanent foundation and used for domestic purposes, up to a maximum of £10,000 any one outbuilding, unless specifically stated otherwise in the policy schedule . Unless otherwise agreed, outbuildings do not include: <ul style="list-style-type: none"> • Tree houses • Inflatable buildings; or • Any structure which is made of canvas, PVC or any other non-rigid material.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Belongings	<p>Personal Belongings are items that belong to you and are normally worn or carried on the person.</p> <p>Personal Belongings includes:</p> <ul style="list-style-type: none"> • Luggage, • Clothing, • Sports, musical, camping and photographic equipment, <p>Personal Belongings does not include:</p> <ul style="list-style-type: none"> • Tools used or held for business, professional or trade purposes, • Valuables, • Contact or corneal lenses or hearing aids unless otherwise specified in the schedule, • Pedal cycles, • Any property insured under any other insurance.
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	This is part of the insurance and contains details of you , the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Unfurnished	Where the main buildings are not furnished enough for you to live in.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied	Where the buildings have not been lived in by you for more than 30 consecutive days during the period of insurance .
Valuables	Items of gold, silver or other precious metals, jewellery and furs, fine art and antiques and other collections (paintings, works of art etc.) which belong to you or are your legal responsibility.
We / us / our	The Insurers shown in the schedule .
You / your / insured	The person or persons named in the schedule and all members of your family who permanently live in the home

Our Service Commitment to you

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries

County Insurance Services Limited
County House,
Glyme Court,
Langford Lane,
Kidlington,
OX5 1LQ
Tel: 01865 844980
Email: schemes@county-insurance.co.uk

Claims Enquiries

The Claims Team Davies Group PO BOX 1291
Preston PR2 0QJ
Tel: 0330 102 6062
Email: newclaims.penunderwriting@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact: Complaints Officer

55 Blythswood Street Glasgow
G2 7AT
Tel: 0141 2853539
Email: pencomplaints@penunderwriting.com

For Sections 9, 9A and 10:

Then contact:
Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House Quay Side Temple Back
Bristol BS1 6NH
Tel: 03448939013

Details of Pen Underwritings complaints procedures are available at: <http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of **our** final response to **you**, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financialombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

You can find out more information at: www.financial-ombudsman.org.uk

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <http://ec.europa.eu/odr>

Cancelling this policy

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance, whichever is the latter.

If **you** wish to cancel and **your** cover hasn't started **we** will refund **your** premium in full.

If **you** cancel after **your** cover and provided there hasn't been a claim **we** will refund the full premium paid less a proportionate deduction for the time **we** have provided cover.

Your Right to Cancel this Policy

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your** broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right to Cancel this Policy

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- failure to provide us with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use of foul or offensive language;
- nuisance or disruptive behaviour
- non-payment of premium;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;
- **we** establish that **you** have provided **us** with incorrect information;
- **you** breach any terms and conditions of **your** policy.

Please also see the Fraud and the Change in Circumstances conditions in the General Conditions section of this policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information.

Claims procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

New Claims

The Affinity Claims Team PO BOX 1291

Preston PR2 0QJ

Tel: 03301 026796

Email : newclaims.penunderwriting@davies-group.com

(Please note claims are administered on our behalf by Direct Group)

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection telephone calls may be recorded and/or monitored.

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your** home and mobile telephone numbers
- policy/Certificate number
- the date of the incident
- police details / Crime Reference number where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of anywitnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- they will make **your home** safe for **you**,
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work

For **contents** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Claims procedure (continued)

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

Claims terms and conditions

Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **you** must notify **your broker** as soon as possible giving full details of what has happened
- **you** must provide **us** with details of what has happened within 30 days of discovering the loss or damage
- if **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** reasonably can and give **us** all information and help **we** need.
- for all other claims **you** must notify **us** as soon as possible, giving full details of what has happened
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can
- **you** must not admit liability, or offer or agree to settle any claim without our written permission
- **you** must take care to limit any loss, damage or liability

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- dates and location of when/where damaged items were purchased; and/or
- for damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

We will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

General conditions

Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid or **we** may declare **your** policy void.

Each **home** included under this insurance is considered to be covered as if separately insured.

You must ensure that all protections for the security of the **home** and **contents**:

- Are maintained in good working order;
- Are in full and effective operation with the keys removed whenever you are absent from the premises; and
- Are not withdrawn or varied without **our** prior consent

You must ensure that the **buildings** are maintained in a good state of repair and not neglected.

You must inspect the **buildings** internally at least every 60 days with records kept of each visit.

Where **your** home is used for short term holiday lets the following conditions apply to this insurance:

- I. **You** must comply with all regulations/statutory conditions regarding the letting of the premises including, but not limited to:-
 - a) The number of persons legally allowed to reside at the premises
 - b) Compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 - c) Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the premises
- II. All gas appliances fitted at the premises must be serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety Record (also known as a CP12 certificate) must be in place at all times when the premises are let to **tenant(s)** and records kept for a minimum of 2 years. **We** will request sight of these if you wish to make a claim

Take Care

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- I. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.
- II. **Contents** should be insured for the full cost of replacement as new.

General conditions (continued)

Changes in Circumstances

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- the home becomes unoccupied or unfurnished;
- the **home** becomes **your** permanent residence;
- work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- **you** receive a conviction for any offence except for driving;
- any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- any part of **your home** is going to be used for any trade, professional or business purposes:
 - I. There is no need to tell **us** about trade, professional or business use if:
 - II. the trade, professional or business use is only clerical; and
 - III. there are no staff employed to work from the **home**; and
 - IV. there are no visitors to the **home** in connection with the trade, profession or business; and
 - V. there is no business **money** or stock in the **home**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

General Exclusions

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- 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 thereof.

2. War Exclusion

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

7. Terrorism Exclusion

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13. Workmanship and Defective Design Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from:

- poor or faulty design
- defective or faulty materials
- faulty workmanship
- failure to comply with manufacturers' installation instructions or the required building regulations

carried out by any persons including **you** or anyone engaged in **your** service

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

14. Unoccupied or Unfurnished Properties

You must tell **Us** immediately as **You** become aware that **Your Home** is going to be **Unoccupied** or **Unfurnished**.

When **We** are notified, **We** will tell **You** whether this affects **Your** policy. For example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **Your** policy. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within this policy.

If **You** do not tell **Us** **We** may:

- cancel **Your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **Excess**, or
- revise the extent of cover or terms of this insurance

Section One - Buildings

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
<p>This insurance covers the buildings for loss or damage directly caused by</p> <ol style="list-style-type: none"> 1. fire, lightning, explosion or earthquake 2. aircraft or other flying devices or items dropped from them 3. <ol style="list-style-type: none"> I. storm, II. flood, III. weight of snow 4. <ol style="list-style-type: none"> I. escape of water from fixed water tanks, apparatus or pipes II. frost damage to fixed water tanks, apparatus or pipes 5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation 6. theft or attempted theft 7. collision by any vehicle or animal 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously 9. subsidence or heave of the site upon which the buildings stand or landslide 	<p>We will not pay</p> <p>The excess shown in your schedule</p> <ol style="list-style-type: none"> a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios and terraces, gates and fences c) damage caused by a rise in the water table (the level below which the ground is completely saturated with water) a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools and hot tubs c) for loss or damage caused by failure of or lack of sealant and/or grout. d) for loss or damage while the home is without sufficient furniture for day to day living purposes a) for loss or damage while the home is without sufficient furniture for day to day living purposes a) for loss or damage while the home is without sufficient furniture for day to day living purposes b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry <p>for loss or damage while the home is without sufficient furniture for day to day living purposes</p> <ol style="list-style-type: none"> a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event

- b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- c) for loss or damage caused by faulty or unsuitable materials or design or poor workmanship
- d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- e) the first £1,000 of every claim
- f) for loss or damage caused by coastal or river bank erosion
- g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- h) for loss or damage caused by normal **settlement** and/or any general deterioration of the building

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

for loss or damage to radio and television aerials, satellite dishes, their fittings and mast

11. falling trees, telegraph poles or lamp-posts

a) Loss or damage caused by trees being cut down or cut back, within the boundary of the **buildings**.

b) for loss or damage to gates and fences

Section One – Buildings

What is covered:

This section of the insurance also covers

- A. the cost of repairing accidental damage to
- fixed glass and double glazing (including the cost of replacing frames)
 - solar panels
 - sanitary ware
 - ceramic hobs
- all forming part of the **buildings**
- B. the cost of repairing accidental damage to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables
- which **you** are legally liable for
- C.
- loss of rent due to you which you are unable to recover
 - additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for
- while the **buildings** cannot be lived in following loss or damage which is covered under section one
- D. expenses **you** have to pay and which **we** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
 - the cost of removing debris and making safe the building
 - costs **you** have to pay in order to comply with any Government or local authority requirements
- following loss or damage to the **buildings** which is covered under section one
- E. Damage to the **buildings** caused by forced access to deal with medical emergency or to prevent damage to the home.
- F. increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one

What is not covered:

We will not pay

The **excess** shown in **your schedule**

- a) for loss or damage while the **home** is without sufficient furniture for day to day living purposes

any amount over 20% of the sum insured for the **buildings** damaged or destroyed

- a) any expenses for preparing a claim or an estimate of loss or damage
- b) any costs if Government or local authority requirements have been served on **you** before the loss or damage

More than £1,000 in any **period of insurance**. If **you** claim for such loss under Section One and Section Two, **we** will not pay more than £1,000 in total.

More than £750 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £750 in total

- G. anyone buying the **home** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner
- H. the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the **buildings** which is covered under section one
- I. The costs, which are competitive in the relevant marketplace, of replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following loss or damage covered under Section One
- J. The costs, which are competitive in the relevant marketplace, of repairing or replacing closed circuit television systems at the home following loss or damage covered under Section One
- K. **We** will pay up to £10,000 to install flood resistance and/or resilience measures to **your** main residence where it is possible to do so, following a valid claim for flood where the total cost of the buildings claim is more than £25,000. **We** will only pay where **your home** has previously suffered from flood and this has been disclosed to **us**.

If the **buildings** are insured under any other insurance

More than £2,500 in any **period of insurance**.

- a) Where loss or damage has not been caused by flood waters entering **your home** from an external source
- b) More than £10,000

Section One – Accidental Damage to Buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is covered	What is not covered
This extension covers accidental damage to buildings	<p>We will not pay</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under section oneb) for the buildings moving, settling, shrinking, collapsing or crackingc) for damage while the home is being altered, repaired, cleaned, maintained or extendedd) for damage to outbuildings and garages which are not of standard constructione) for damage while the home is lent, let or subletf) for the cost of general maintenanceg) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frosth) for damage from mechanical or electrical faults or breakdowni) for damage caused by dryness, dampness, extremes of temperature or exposure to lightj) for damage to swimming pools, hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanksk) Damage caused by domestic pets,l) Depreciation in value.

Conditions that apply to Section One (Buildings) only

Settling claims

How we deal with your claim

1. We will pay for the cost of work carried out in reinstating or replacing the damaged parts of your buildings and agreed fees and related costs. The amount we will pay where reinstatement is carried out will not exceed the lesser of:
 - The cost of the work had it been completed by our nominated contractor; or
 - The cost of the work based upon the most competitive estimate or tender from your nominated contractors.

If the reinstatement or replacement is not carried out, we will pay the lesser of:

- The decrease in market value of your buildings due to the damage;
 - The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay;
 - The cost of the work based upon the most competitive estimate or tender from your nominated contractors if the repair work had been carried out without delay.
2. Where an excess applies, this will be taken off the amount of your claim.
 3. If your buildings have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all your buildings in the same way, size, style and appearance as when they were new, including fees and related costs, we will pay the cost of reinstating or replacing the damaged parts of your buildings and we will, where appropriate, take off an amount for wear and tear.
 4. The most we will pay for any one claim, including fees and related costs, is the amount it will cost us to reinstate the damage to your buildings in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on your schedule.
 5. We will not pay the cost of replacing or repairing any undamaged parts of the buildings which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

All building repairs carried out by our preferred suppliers and insured under the Buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship. No allowance will be made for VAT when a cash settlement is made.

Your sum insured

Your buildings should be insured for the full cost of rebuilding the buildings in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

We will not pay more than the sum insured for each premises shown in the schedule.

Proportionate remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **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 the claim made by **you**.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Conditions that apply to Section One (Buildings) only

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Section Two – Contents

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered
<p>This insurance covers the contents for loss or damage directly caused by</p> <ol style="list-style-type: none">1. fire, lightning, explosion or earthquake2. aircraft or other flying devices or items dropped from them3.<ol style="list-style-type: none">I. storm,II. flood,III. weight of snow4. escape of water from fixed water tanks, apparatus or pipes5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation6. theft or attempted theft7. collision by any vehicle or animal8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously9. subsidence or heave of the site upon which the buildings stand or landslip10. falling trees, telegraph poles or lamp-posts	<p>We will not pay</p> <p>The excess shown in your schedule</p> <ol style="list-style-type: none">a) for contents outside the homeb) damage caused by a rise in the water table (the level below which the ground is completely saturated with water) <p>any loss or damage caused by failure of or lack of sealant and/or grout.</p> <p>Loss or damage to the installation itself.</p> <ol style="list-style-type: none">a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entryb) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages <ol style="list-style-type: none">a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same eventb) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by lawc) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensionsd) for loss or damage by coastal or river bank erosiona) Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.

Section Two – Contents (continued)

What is covered:

This section of the insurance also covers

- A. The cost of **accidental damage** to:
- Television sets (including digital and satellite receivers),
 - Audio, video, games consoles, DVD players/recorders,
 - Radios,
 - Home computers and associated equipment,
 - Receiving aerials, dishes and closed circuit television cameras, situated within the **home**.
- B. accidental breakage of
- fixed glass and double glazing
 - sanitary ware
- forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for
- mirrors
 - glass tops and fixed glass in furniture
 - ceramic hobs
- C. the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by:
- a. any of the events insured under numbers 1-10 in section two while the **contents** are:
- in any occupied private dwelling
 - in any buildings where you are living or working
 - in any building for valuation, cleaning or repair
 - in any furniture store
 - in any bank or safe deposit
- b. fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your new home** or to or from any bank, safe deposit or furniture store

What is not covered:

We will not pay

The **excess** shown in **your schedule**

- a) Damage to video cameras, digital cameras or digital imaging or recording equipment designed to be hand held or carried, portable audio equipment, laptop computers and musical instruments,
- b) Loss or damage caused by domestic pets,
- c) Loss or damage to tapes, records, cassettes, discs, DVD's or computer software,
- d) Mechanical or electrical faults or breakdown,
- e) for the cost of repairing, removing or replacing frames
- f) Damage caused from light, or atmospheric or climatic conditions,
- g) Damage caused by scratching or denting,
- h) Damage caused by computer viruses.

for the cost of repairing, removing or replacing frames

- a) for **contents** outside the **United Kingdom**
- b) for **money** or **bankcards**
- c) any amount over 20% of the sum insured under section two for **contents** in a furniture store

- D. up to twelve months rent **you** have to pay as occupier if the **home** cannot be lived in following loss or damage which is covered under section two
- E. costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **home** cannot be lived in following loss or damage which is covered under section two
- F. **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under section two

any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed

any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed

- a) any amount over 10% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
- b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings
- c) for loss or damage arising from subsidence, heave or landslip
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- e) for loss or damage while the **buildings** are without sufficient furniture and furnishings for day to day living purposes

- G. the cost of repairing accidental damage to
 - domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables

which **you** are legally liable for as tenant only

- H. fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:
 - £10,000 for each insured person over sixteen years of age,
 - £5,000 for each insured person under sixteen years of age, at the time of death

- I. costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys

any amount over £250 in total

- J. increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two

more than £750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £750 in total

Accidental Damage to Contents

The following applies only if the **schedule** shows that accidental damage to **contents** is included.

What is covered	What is not covered
<p>This extension covers accidental damage to the contents within the home</p>	<p>We will not pay</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under section twob) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked uponc) Damage caused by domestic petsd) any amount over £1,000 in total for porcelain, china, glass and other brittle articlese) for money, credit cards, documents or stampsf) for damage to contact, corneal or micro corneal lensesg) for damage while the home is lent, let or sub leth) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frosti) for damage from mechanical or electrical faults or breakdownj) for damage caused by dryness, dampness, extremes of temperature and exposure to light

Conditions that apply to Section Two (Contents) only

Settling claims

How we deal with your claim

1.
 - a) Where the damage can be economically repaired **we** will pay the cost of repair
 - b) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
 - c) Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
 - d) Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **Your contents** must be insured for the full cost of replacement as new. **We** will not pay any more than the sum insured for the **contents** of each premises shown in the **schedule**.

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **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 sum insured. For example, if the premium **you** have paid for **your contents** 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**.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your Contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

Section Three – Accidents to domestic staff

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered	What is not covered
<p>Your legal liability</p> <p>for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule</p>	<p>Your legal liability</p> <p>Bodily injury arising directly or indirectly:</p> <ol style="list-style-type: none">From any communicable disease or condition,From the ownership or occupation of any land or buildings other than the home,Where you are entitled to cover from another source,From any trade or business activity,arising out of your ownership, possession or use of:<ol style="list-style-type: none">any motorised or horsedrawn vehicle other than:<ul style="list-style-type: none">domestic gardening equipment used within the premises andpedestrian controlled gardening equipment used elsewhereany power-operated lift other than stairliftsany aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes,any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislationFrom firearms (except shotguns used for sporting purposes),The direct or indirect consequences of assault or alleged assaultAny deliberate, wilful or malicious act.

Limit of insurance

We will not pay more than **£5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section Four – Legal liability to the public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered	What is not covered
<p>Your legal liability</p> <p>I. as owner or occupier for amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>II. as a private individual for amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>Your legal liability</p> <p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>

Section Four – Legal liability to the public (continued)

Part A (continued)

What is covered	What is not covered
Your legal liability	Your legal liability <ul style="list-style-type: none">g) arising out of your ownership, possession or use of:<ul style="list-style-type: none">I. any motorised or horsedrawn vehicle other than:<ul style="list-style-type: none">• domestic gardening equipment used within the premises and• pedestrian controlled gardening equipment used elsewhereII. any power-operated lift other than stairliftsIII. any aircraft or watercraft other than manually operated rowing boats, punts or canoesIV. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.i) in respect of any kind of pollution and/or contamination other than:<ul style="list-style-type: none">• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and• reported to us not later than thirty days from the end of the period of insurance;in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accidentj) arising out of your ownership, occupation, possession or use of any land or building that is not within the premisesk) arising from The Party Wall etc Act 1996l) if you are entitled to cover under any other insurance, until such insurance(s) is exhausted

Section Four – Legal liability to the public (continued)

Part B

What is covered	What is not covered
<p>We will pay for</p> <p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none">• Part A(ii) of this section would have paid you had the award been made against you rather than to you• there is no appeal pending• you agree to allow us to enforce any right which we shall become entitled to upon making payment	<p>We will not pay for</p> <p>any amount in excess of £100,000</p>

Part C

What is covered	What is not covered
<p>We will pay for</p> <p>amounts you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<p>We will not pay for</p> <ul style="list-style-type: none">• any legal liability if you are entitled to cover under any other insurance• the cost of repairing any fault or alleged fault• any home previously owned and occupied by you in which you still hold legal title or have an interest.• any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by us and owned and occupied by you• anything owned by or the legal responsibility of your family• injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you)• liability arising from any employment, trade, profession or business of any of your family• liability accepted by any of your family under any agreement, unless the liability would exist without the agreement• liability arising from The Party Wall etc Act 1996

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:- more than £2,000,000 in all
- in respect of other liability covered under section four:- more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

Section Five – Valuables and Personal Belongings

What is covered

This insurance covers

Accidental loss, damage or theft of **your valuables** and **personal belongings** listed in the **schedule** occurring during the **period of insurance** when in the **United Kingdom** and up to 60 days elsewhere in the world during any one trip.

We will pay up to the following limits, unless **you** have selected a higher limit and this is stated in **your schedule**:

- a. Up to £2,000 for any one item (including articles forming a pair or set),
- b. Up to £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant,
- c. Up to £2,500 for mobile phones,
- d. Up to £1,500 for portable computer equipment

What is not covered

We will not pay

The **excess** shown in **your schedule** for damage caused by moth or vermin

- a) for damage from electrical or mechanical faults or breakdown
- b) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- c) for damage to guns caused by rusting or bursting of barrels
- d) for breakage of any sports equipment whilst in use
- e) for any loss of or damage to contact, corneal or micro corneal lenses
- f) Loss or damage caused by domestic pets,
- g) Riot or civil commotion outside the **United Kingdom**,
- h) Depreciation in value,

Conditions that apply to Section Five - (Valuables and Personal Belongings) only

How we deal with your claim

We will repair, replace or pay for any article covered under Section 5 **valuables** and **personal belongings**.

For total loss or destruction of any article we will pay you the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new, and
- You have paid or we have authorised the cost of replacement.

We will not pay the cost of replacing or repairing any undamaged parts of items which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

We can settle your claim by repairing, replacing, rebuilding or payment. Where we can offer repair or replacement via our preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price we would pay.

Your sum insured

The most we will pay under Section 5 **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most we will pay for any one item under Section 5 **valuables** and **personal belongings** is £2,000 unless otherwise stated in the **schedule**.

Proportionate remedy

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than your sum insured at the time of any loss or damage, then 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 sum insured. For example, if the premium you have paid for your **valuables** and **personal belongings** is equal to 75% of what your premium would have been if your **valuables** and **personal belongings** sum insured was enough to replace them as new, then we will pay up to

75% of any claim made by you.

Section Six – Domestic Freezer cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
The cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the period of insurance .	<p>We will not pay</p> <p>Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply,</p> <ul style="list-style-type: none">• Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action,• Loss or damage caused where you have not complied with the operating instructions set out in the manufacturers hand book,• Loss or damage unless you tell us within 48 hours of discovery,

Limit of insurance

We will not pay more than the sum insured shown in the **schedule**.

Section Seven – Pedal Cycle cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
<p>Section two of this insurance extends to cover the following</p> <p>the cost of repairing or replacing your pedal cycles following:</p> <p>theft or attempted theft</p> <p>accidental damage</p> <p>Anywhere in the United Kingdom and up to 60 days elsewhere in the world during any one trip.</p>	<p>We will not pay</p> <p>for loss or damage to:</p> <ul style="list-style-type: none">• tyres,• lamps,• accessories, <p>unless the cycle is stolen or damaged at the same time</p> <p>b) for damage from mechanical or electrical faults or breakdown</p> <p>c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</p> <p>d) Theft, whilst unattended, unless it was locked to an immovable object or kept in a locked building at the time of the theft</p> <p>e) Theft by fraudulent means</p>

Limit of insurance

We will not pay more than the sum insured shown in the **schedule**.

Section Seven – Pedal Cycle cover (continued)

How we deal with your claim

- 1) Where the damage can be repaired economically **we** will pay the cost of the repair;
- 2) Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
- 3) If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
- 4) Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality **we** will make a cash payment equal to an agreed replacement value;
- 5) **We** will settle your claim less any excess subject to any limit shown in the **schedule**.
- 6) Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would have paid **our** preferred supplier

Your sum insured

The most **we** will pay under Section 7 – Pedal Cycles is the sum insured shown on the **Schedule**.

The most **we** will pay for any one item under Section 7 – Pedal Cycles is £1,500 unless otherwise stated in the **Schedule**.

Proportionate remedy

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **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 sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what **your** premium would have been if **your** pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you**.

Section Eight – Money and Credit Card cover

The following cover applies only if the **schedule** shows that it is included.

What is covered

Section five of this insurance extends to cover the following

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised or fraudulent use following loss or theft of **your credit card(s)** which in most cases **you** will only be liable for the first £50 of the claim
- within the geographical limits shown in the **schedule**, provided that
- within 24 hours of **you** discovering any such loss or theft, **you** have notified the police or border authorities and, in the case of **credit card(s)**, the card issuing company; and
- **you** have complied with all other conditions of **your credit card(s)** provider

Limit of insurance

We will not pay more than the sum insured shown in the **schedule**

What is not covered

We will not pay

The **excess** shown in **your schedule**

- a) to make up any shortages due to error or omission
- b) for loss of value
- c) more than £50 per card for the unauthorised or fraudulent use of **your credit card(s)**

Section Nine - Family Legal Protection

This section only applies if **Your Schedule** shows **Family** Legal Protection is included.

To make sure **You** get the most from **Your DAS** cover, please take time to read this section of the policy which explains the contract between **You** and **DAS**. If **You** have any questions or would like more information, please contact **Your** insurance adviser.

Helpline services

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice service Call 0344 893 9011

We provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, 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.

Tax advice service Call 0344 893 9011

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisers 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.

Health and medical information service Call 0344 893 9011

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 a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Identity theft service Call 0344 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

This helpline is open 8am-8pm, seven days a week.

Counselling service Call 0344 893 9012

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). 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.

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

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

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

DAS Standard Terms of Appointment

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

Date of occurrence

- a) For civil cases (other than as specified under **(c)** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c) For insured incident **6 Tax protection**, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

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.

Welcome to DAS

Thank **you** for purchasing this Family Classic Plus Legal Protection and Advice policy. **You** are now protected by the UK's leading specialist 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 0344 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 0344 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.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

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

Financial Services Compensation Scheme

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

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company Number 5417859 | Website: www.daslaw.co.uk

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

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 of occurrence** of the insured incident is during the **period of insurance**
- 3) any legal proceedings, or any other proceeding to resolve the insured incident 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**.

What we will pay

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

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

What we will not pay

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**.

Insured incidents

For advice and to make a claim call **0344 893 9011**

Employment disputes

What is insured

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

Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) any claim relating solely to personal injury (please refer to insured incident **3 Personal injury**)
- b) a settlement agreement while **you** are still employed.

Contract disputes

What is insured

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

- a) buying or hiring in goods or services
- b) selling goods
- c) renting **your** principal home as a tenant
- d) buying or selling **your** principal home.

Please note that the amount in dispute must be more than £100 (including VAT).

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- b) a dispute arising from any loan, mortgage, pension, investment or borrowing
- c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). However, **we** will cover a dispute with a professional adviser in connection with these matters
- d) a motor vehicle owned by or hired or leased to **you**.

Personal injury

What is insured

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

Please note that **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) illness or bodily injury that happens gradually
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- c) clinical negligence (please refer to insured incident **4 Clinical negligence**).

Clinical Negligence

What is insured

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) the failure or alleged failure to correctly diagnose **your** condition
- b) psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

Property protection

What is insured

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

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £100.

Please note **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.

- (b) a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over, or in connection with it)
- (c) a trespass.

Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

What is not insured

Please also refer to the Policy exclusions for this section.

A claim relating to the following:

- a) a contract **you** have entered into
- b) any building or land except **your** main home
- c) someone legally taking **your** property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
- d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
- e) mining subsidence
- f) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
- g) the enforcement of a covenant by or against **you**.

Tax protection

What is insured

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

What is not insured

Please also refer to the Policy exclusions for this section.

- a) Any claim if **you** are self-employed, or a sole trader, or in a business partnership.
- b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Jury service and court attendance

What is insured

Your absence from work:

- a) to attend any court or tribunal at the request of the **appointed representative**
- b) to perform jury service
- c) to carry out activities specified in **your identity theft** action plan under insured incident **9 Identity theft protection**.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

What is not insured

Please also refer to the Policy exclusions for this section.

Any claim if **you** are unable to prove **your** loss.

Legal defence

What is insured

Costs and expenses to defend **your** legal rights if an event arising from **your** work as an employee leads to:

- a) **you** being prosecuted in a court of criminal jurisdiction
- b) civil action being taken against **you** under:
 - discrimination legislation
 - data protection legislation..

What is not insured

Please also refer to the Policy exclusions for this section.

- a) Any claim relating to **you** driving a motor vehicle.
- b) Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

Identity theft protection

What is insured

- 1) Following a call to the **identity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.
- 2) If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- 3) Following **your identity theft** **we** will pay:
 - a) **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
 - b) **costs and expenses** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to **identity theft**
 - c) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- i) **you** must notify **your** bank or building society as soon as possible
- ii) **you** must tell **us** if **you** have previously suffered **identity theft**, and
- iii) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not insured

A claim relating to the following:

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

Policy exclusions

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

Policy conditions

1) Your legal representation

- a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** 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** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2) Your responsibilities

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

3) Offers to settle a claim

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

4) Assessing and recovering costs

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

5) Cancelling an appointed representative's appointment

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

6) Withdrawing cover

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

7) Expert opinion

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

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

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

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. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this policy 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.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

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

- 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

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

13) Other insurances

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

14) Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Section Nine a - Property Let Legal Protection

This section only applies if **Your** Schedule shows Property Let Legal Protection is included.

Contacts

Helplines Call 0344 893 9011

- Legal Advice
- Tax Advice
- Domestic Assistance

Making a claim Call 0344 893 9011

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 0344 893 9011 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given us to **our** claims handling teams and explain what to do next.

Counselling service Call 0344 893 9012

Access to online legal documents and guides Visit www.dasbusinesslaw.co.uk

Visit www.dasbusinesslaw.co.uk and use the following voucher code to sign up: DASBRES100

For more information about the helplines and DAS Businesslaw, please refer to the last page of this section of the policy.

Welcome to DAS

Thank **you** for purchasing this **DAS** Property Let Legal Protection policy. **You** are now protected by the UK's leading specialist legal expenses insurer.

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

To make sure **you** get the most from **your DAS** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. If **you** have any questions or would like more information, please contact **your** insurance adviser or the organisation which sold **you** this cover.

How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

Please note that all claims must be reported to us no more than 90 days after the date **you** should have known about the insured incident.

If **you** wish to speak to us about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **you**
- **Claims** – **you** can report a claim 24/7 either by telephone or using the on-line claim form
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **you**

Please phone us on 0344 893 9011. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Access to online legal documents and guides

You have access to **DAS Businesslaw** as part of **your** policy. DAS Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.dasbusinesslaw.co.uk and use the following voucher code to sign up: DASBRES100

Reporting a claim

Important information

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.

Report your claim

- Call **us** on 0344 893 9011. Available 24 hours a day, seven days a week
- Have **your** policy number ready and **we'll** ask you about your claim

We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit www.das.co.uk/claim

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed representative

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

costs and expenses

- a) All reasonable, proportionate 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

The United Kingdom of Great Britain and Northern Ireland.

DAS Standard Terms of Appointment

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

date of occurrence

- a) For civil cases, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b) For criminal cases, the date **you** began or are alleged to have begun to break the criminal law in question.

hotel expenses

Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

period of insurance

The period for which **we** have agreed to cover **you** and for which **we** have accepted the premium.

preferred law firm

A law firm or barrister **we** choose to provide legal or other services. These 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

- a) 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), or make a successful defence, must be at least 51%. A **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

storage costs

£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person, business or property owner who has taken out this policy.

your property

The property **you** have told **us** about used for residential purposes only, and let under:

- a) an assured shorthold tenancy or assured tenancy under the Housing Act 1988; or
- b) a standard contract under the Renting Homes (Wales) Act 2016; or
- c) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
- d) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or
- e) a Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP);
or
- f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or
- g) an agreement where **you** have let a room or rooms in **your property** to a lodger for residential purposes and **you** live in **your property** as the landlord along with the person **you** have let the room or rooms to; or
- h) any equivalent or future amending legislation applying to this definition.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy for **you**, 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 of occurrence** of the insured incident is during the **period of insurance**
- 3) any legal proceedings, or any other proceeding to resolve the insured incident 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**.

What we will pay

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

- 1) 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
- 2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
- 3) in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4) 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
- 5) 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

- 1) 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**.
- 2) If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.

Insured incidents we will cover

1) **Repossession**

Costs and expenses to obtain possession of **your property**.

Provided that:

- i) **You** must give the tenant the correct notices telling them that **you** want possession of **your property**.
- ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

2) **Property damage**

Costs and expenses for pursuing a civil dispute relating to **your property** following any event which causes physical damage to such property.

Please note that the amount in dispute must be more than £1,000.

3) **Eviction of squatters**

Costs and expenses to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

Please note, for England, Wales and Scotland squatting in residential properties is a criminal offence and therefore please contact the police in the first instance.

4) **Rent recovery**

Costs and expenses to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Provided that:

- i) If **you** accept payment (or part payment) of rent arrears from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.
- ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed representative** before accepting payment of rent arrears.

5) **Legal defence**

Costs and expenses to:

- a) defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
- b) defend an appeal against **your** decision not to adapt **your property** under disability discrimination legislation.

General exclusions

- 1) **Late reported claims**
Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.
- 2) **Costs we have not agreed**
Any **costs and expenses, hotel expenses** or **storage costs** that are incurred before **our** expressed acceptance.
- 3) **Claims in first 90 days where the tenancy agreement pre-dates policy**
Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy, unless an equivalent legal expenses policy was in force prior to **you** insuring with **us** and cover has been maintained continuously between that previous policy ending and this policy starting.
- 4) **Rent reviews and controls**
Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 5) **Other types of property claims**
Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 6) **Subsidence, mining or quarrying**
Any claim relating to subsidence, mining or quarrying.
- 7) **Legal action we have not agreed**
Any legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.
- 8) **A dispute with DAS**
Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy condition 8.
- 9) **Judicial review**
Costs and expenses arising from or relating to judicial review.
- 10) **Court awards and fines**
Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- 11) **Nuclear, war and terrorism risks**
Any claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 12) **Bankruptcy**
Any claim where either at the start of, or during the course of a claim:
 - (a) **you** are declared bankrupt
 - (b) **you** have filed a bankruptcy petition
 - (c) **you** have filed a winding-up petition
 - (d) **you** have made an arrangement with **your** creditors
 - (e) **you** have entered into a deed of arrangement
 - (f) **you** are in liquidation
 - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 13) **Litigant in person**
Any claim where **you** are not represented by a law firm or barrister.

Policy conditions

1) Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** 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** 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, if **you** prefer, choose a law firm of **your** own choice to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2) Your responsibilities

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

3) Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** expressed consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- 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 allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4) Assessing and recovering costs

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

5) Cancelling an appointed representative's appointment

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

6) Withdrawing cover

- a) If **you** settle or withdraw **your** 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**, **hotel expenses** or **storage costs** **we** have paid.
- b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses**, **hotel expenses** or **storage costs** **we** have agreed to, up to the date cover was withdrawn.

7) Expert opinion

If there is a disagreement between **you** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly 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. This does not affect **your** rights under Policy condition 8.

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

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

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 exhaust all other available remedies to resolve **your** issue;
- d) take reasonable steps to avoid incurring unnecessary costs;
- e) send everything **we** ask for, in writing; and
- f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10) Cancelling the policy

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

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/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 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.

About DAS

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

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

Financial Services Compensation Scheme

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

Helplines and DAS Businesslaw

You can contact our UK-based call centre 24 hours a day, seven days a week, during the **period of insurance**.

However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice Call 0344 893 9011

Confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, 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.

Tax advice Call 0344 893 9011

Confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisers 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.

Domestic assistance Call 0344 893 9011

We will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

Counselling service Call 0344 893 9012

Confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). 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.

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

DAS Businesslaw Visit www.dasbusinesslaw.co.uk

You have access to **DAS Businesslaw** as part of **your** policy. DAS Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

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Section Ten - Home Emergency

Welcome to DAS

Thank **you** for purchasing this **DAS** Home Emergency policy. This policy is underwritten by DAS Legal Expenses Insurance Company Limited (**DAS**).

To make sure **you** get the most from **your** cover, please take time to read this policy wording which explains when **we** can help and when **we** can't.

Your insurance adviser can answer any questions **you** might have about the premium, the renewal of this policy or the type of cover offered. If **you** think **you** need to make a claim then contact **us** on 0800 294 2855.

Words shown in **bold** have special meaning and **you** can find the definitions on the last page of this section of the policy.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to cover the costs of the assistance described in this policy in respect of the insured events, as defined 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) the insured event is sudden, unexpected and requires immediate corrective action to:
 - a) prevent damage or further damage to your **home**; or
 - b) make **your home** secure; or
 - c) relieve unreasonable discomfort, risk to health or difficulty to an **insured person**
- 2) the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If **we** are unable to cover **your** claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. The terms of such a service are a matter for **you** and the supplier.

Important information

Your Home Emergency policy includes everything **you** need to know about the cover **we** provide. Keep this document somewhere safe because **you**'ll need it in an emergency.

How to claim

To claim under **your** policy, please check the information below, which tells **you** when **we** can help and what you're covered for, then phone us on 0800 294 2855. **We** will ask **you** to confirm:

- **your** name and **your home** address including postcode
- the nature of the problem.

Our phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

We ask that **you** don't arrange for a contractor yourself because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at **home** when **our** contractor arrives.

How we can help

Once **you**'ve checked that **your** emergency is an insured event, it's important that **you** tell **us** about it as soon as **you** can. If **we** accept **your** claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

- i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
- ii) take other action, such as isolating a leaking component or gaining access to **your home**.

At all times **we** will decide the best way of providing help.

Your cover - insured events

<p>You are covered for: Please also refer to our agreement at the beginning of this section of the policy. To make a claim call 0800 294 2854</p>	<p>But not covered for: Please also refer to the general exclusions of this section.</p>
<p>Roof damage Any damage to the roof of your home where internal damage has been caused or is likely.</p>	
<p>Plumbing and drainage Damage to, or blockage, breakage or leaking of, the drains or plumbing system that you are responsible for in your home.</p>	<p>Pipes for which your water supply or sewerage company are responsible and rainwater drains and soakaways.</p>
<p>Heating failure The failure of the main heating system in your home.</p>	<p>Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.</p>
<p>Power supply failure The failure of the domestic electricity or gas supply, in the boundaries of your home.</p>	<p>The failure of the mains supply.</p>
<p>Toilet unit Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet, or toilets in your home.</p>	<p>If you have another toilet in your home that is working.</p>
<p>Home security The failure of or damage to external doors, windows or locks resulting in your home becoming insecure.</p>	
<p>Keys The only available set of keys to your home is lost, stolen or damaged and you can't replace them, or can't gain normal access to your home.</p>	
<p>Vermin An infestation by vermin in your home which prevents the use of the loft or one or more rooms in your home.</p>	<p>An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.</p>

What we will pay

- 1) **We** will arrange and pay for a contractor to take action up to the **emergency assistance limit** for each insured event.
- 2) If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for **hotel accommodation**. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

What we won't pay

- 1) Any costs over and above the **emergency assistance limit**.
- 2) Any costs of overnight accommodation over and above the amount shown under **hotel accommodation** (please see **The meaning of words in this policy** on the last page of this section of the policy).

When we can't help

- **You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.
- If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on 0800 111 999.
- If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.

We will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

General exclusions

You are not covered for:

- 1) **Rented properties and second homes**
An incident at a property that **you** rent or let or that **you** own that is not **your** main residence.
- 2) **Unoccupied homes**
An incident that happens when **your home** has been left unoccupied for 30 or more consecutive days.
- 3) **Costs we haven't agreed**
Costs incurred by an **insured person** before **we** have accepted a claim.
- 4) **Home maintenance**
Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for, such as servicing of heating and hot water systems.
- 5) **Communal areas**
An incident that would require **us** to undertake repairs or any other remedial action to:
 - a) shared or communal areas of a property; or
 - b) any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.
- 6) **Nobody at home**
Costs incurred where **our** contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.
- 7) **Replacement boilers or appliances**
The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.
- 8) **Repair is uneconomical**
Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.
- 9) **Failure to carry out previously recommended repairs**
An incident which happens because an **insured person** failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.
- 10) **Guarantee and warranty**
Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.
- 11) **Risk to health and safety**
An incident that cannot be resolved safely by **our** contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
- 12) **Incorrect installation or repairs**
An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.
- 13) **Deliberate acts**
An incident arising from a deliberate act or omission by an **insured person**.
- 14) **Damage caused during repairs**
Damage caused by gaining access to carry out repairs.
- 15) **Mains supplies**
An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel.

- 16) Connected homes**
The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.
- 17) Septic tanks, cess pits and fuel tanks**
An incident arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks.
- 18) Subsidence, landslip and heave**
An incident arising from subsidence, landslip or heave.
- 19) Cyber**
An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.
- 20) Nuclear war and terrorism risk**
An incident caused by, contributed to by, or arising from:
- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - c) war, invasion, act of 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.

Policy conditions

- 1) **Maintenance**
You must maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**.
- 2) **Keeping to the policy terms**
You must try to prevent anything happening that may cause a claim and take steps to keep any amount **we** have to pay as low as possible.
- 3) **Replacement parts**
We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.
- 4) **Circumstances beyond our control**
We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.
- 5) **Cancelling the policy**
You can cancel this policy by telling the person who sold **you** this policy within the cooling off period which lasts for 14 days after taking it out, or at any time afterwards.

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

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.
- 6) **Fraudulent claims**
We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
 - a) a claim the **insured person** has 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.
- 7) **Information you provide**
You must take reasonable care to make sure that the information **you** provide when taking out this policy, or during the term of this policy, is complete and accurate. If the information **you** provide is not complete and accurate:
 - a) **your** policy may be voided or cancelled and the premium kept, or
 - b) part or all of any claim may be refused or not paid, or
 - c) the premium or cover may be revised.
- 8) **Losses not directly covered by this policy**
We will not pay for losses that are not directly covered by this policy e.g. time taken off work or replacement carpet damaged by a leak.
- 9) **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.
- 10) **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.

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in bold:

emergency assistance limit

£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation**.

home

Your main private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

hotel accommodation

The room-only cost of one night's accommodation for **insured person(s)** if **your home** remains uninhabitable following an insured event. The most we will pay for **hotel accommodation** is £300 (including VAT).

insured person

You and any person who lives in or is staying at **your home**.

main heating system

The main hot-water or central-heating system in **your home**. This includes pipes that connect components of the system.

period of insurance

The period shown on **your** policy schedule and any subsequent period for which **we** accept a renewal premium.

plumbing and drainage

The cold-water supply and drainage system in the boundary of **your home** and for which **you** are legally responsible.

vermin

- a) wasps' and/or hornets' nests
- b) rats
- c) mice; or
- d) grey squirrels

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (shown as the policyholder in the policy schedule).

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County Insurance Services Limited

County House, Glyme Court, Langford Lane, Kidlington, OX5 1LQ
Authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267)