



Thatch Insurance Policy

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Welcome

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

We want to help you understand **your** Thatched Property 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 Thatched Property 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



Tim Sydenham ACII Cert CII
Managing Director

Important Information about your Policy

The Insurers or Service Providers

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 = 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.

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.

Things we need to tell you about

Data Privacy Notice

You are giving **Your** information to them and their associated companies. In this information statement, '**We**' '**Us**' and '**Our**' refers to them unless otherwise stated. However:- 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 including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, 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

Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, 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 | Includes death or disease. |
| Broker | The intermediary who arranged this insurance on your behalf. |
| Buildings | The home and its decorations including: <ul style="list-style-type: none">• Fixtures and fittings attached to the home,• Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,• 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, valuables and personal belongings , within the home , which are your property or which you are legally responsible for. Contents include: <ul style="list-style-type: none">• Tenants 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 £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home),• Contents in outbuildings up to £2,500, unless otherwise stated in the schedule,• Deeds and registered bonds and other personal documents up to £1,500 in total,• Valuables and Personal Belongings up to £7,000 in total, with the limit for any one item being £2,500 within the home, unless otherwise stated in the schedule,• Office Equipment• Domestic oil in fixed fuel oil tanks up to £1,000• Pedal cycles up to £500 per pedal cycle within the home, unless otherwise stated in the schedule,• Money and credit cards up to £500 in total, unless otherwise stated in the schedule. |

Definitions

Applicable to the whole of this insurance (continued)

| | |
|-----------------------------|--|
| Contents (continued) | 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 other than as defined under office equipment,• Any property insured under any other insurance,• Landlords fixtures and fittings |
| 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, luncheon vouchers and gift tokens, <p>all held for private or domestic purposes.</p> |
| Occupant | A person or persons authorised by you to stay in the home |

Definitions

Applicable to the whole of this insurance (continued)

Office Equipment

Office equipment used in conjunction with **your** business in the **home** which belongs to **you** or for which **you** are legally responsible.

Office equipment includes:

- Furniture,
- Computers and associated equipment
- Printers,
- Fax machines and modems,
- Photocopiers and scanners,
- Phone equipment.

Office equipment does not include:

- Loss of magnetism or corruption of data;
- Compensation for **you** not being able to use the **office equipment**;
- Equipment more specifically insured by any other insurance;
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- **Money** held for business purposes;
- Loss or damage following the equipment being confiscated or repossessed;
- Loss or damage to computer software

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:

- 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

Personal Belongings are items that belong to **you** and are normally worn or carried on the person.

Personal Belongings includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,

Definitions

Applicable to the whole of this insurance (continued)

| | |
|--|--|
| Personal Belongings (continued) | Personal Belongings does not include: <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 | The schedule is part of this 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 | The buildings which are constructed of brick, stone or concrete and roofed with thatch, slates, tiles, 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. |
| United Kingdom | The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries. |
| Unfurnished | Where the main buildings are not furnished enough for you to live in. |
| 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:

County Insurance Services Limited
County House
Glyme Court
Langford Lane
Kidlington
Oxford
OX5 1LQ
Tel: 01865 509531/509532
Email: schemes@county-insurance.co.uk or compliance@county-insurance.co.uk

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 285 3539
Email: pencomplaints@penunderwriting.com

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

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

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@financial-ombudsman.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 conditions and the Change in Circumstances conditions of this policy 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 happens, **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.

Please note that claims are administered on our behalf by Davies Group. 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 026 796

Email: newclaims.penunderwriting@davies-group.com

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.

If **you** need help in making a claim under this policy, please feel free to contact **your broker**:
Call us on 01865 290922 or email us at houseclaims@county-insurance.co.uk

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 any witnesses.

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.

Claims Procedure (continued)

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** or **valuables** and **personal belongings** 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

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**.

Claims Terms and Conditions (continued)

How we deal with your claim (continued)

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.

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 (including VAT) 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.

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:

- **You** are going to move **home** permanently;
- Someone other than **your family** is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday home;
- **Your home** is going to be **unoccupied** or **unfurnished**;
- 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** or any member of **your family** has received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- **You** use a chimney at the **home** which **you** have previously told **us** is not used;
- **You** install a wood or solid fuel stove at the **home**;
- The fire protections **you** have told **us** about at the **home** are removed, amended or become faulty;
- Any part of **your home** is going to be used for any trade, professional or business purposes;

General Conditions (continued)

Changes in Circumstances (continued)

You don't need to tell **us** about trade, professional or business use if:

- i. The trade, professional or business use is only clerical; and
- ii. There are no staff employed to work from the **home**; and
- iii. There are no visitors to the **home** in connection with the trade, profession or business; and
- iv. 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.

Thatch Conditions (County Heritage Thatch)

1. Fire Conditions

It is a condition of this insurance that where it is within your control **you** do not allow

- Any bonfires/incinerators to be within 100 meters of the home
- Old thatch and thatching to be burnt within 100 meters of the home
- Barbecues, fire-pits, patio heaters or chimineas to be burnt within 5 meters of the home

2. Chimney Condition

It is a condition of this insurance that all chimneys serving solid fuel stoves, boilers and open fires must be:

1. Kept in a good state of repair throughout the **period of insurance**; and
2. Professionally cleaned along the entire length at least twice during the **period of insurance** being:
 - i. At least once between 1st July and 31st October prior to winter use; and
 - ii. At least once between 1st January and 31st March unless alternative dates have been agreed by **us** in writing
By a member of any of the following professional bodies unless an alternative has been agreed by us:
 - a. National Association of Chimney Sweepers (NACS)
 - b. Guild of Master Chimney Sweeps
 - c. Association of Professional and Independent Chimney Sweepers
3. All chimneys serving solid fuel stoves and boilers to be Professionally inspected by a qualified Chimney Engineer at least once every 5 years and any requirements or recommendations complied within 60 days of that inspection.
4. Copies of the chimney sweeping and inspection report/certificate are to be lodged with **your broker**.
5. A minimum height of 1.8 meters above the thatch roof where a solid fuel stove or boiler is in use & a minimum height of 1.0 meter above the thatch roof where an open fire is in use.

3. Spark Arrester Condition

It is a condition of this insurance that spark arresters must be removed and thoroughly cleaned each time the chimney is cleaned.

4. Naked Flame Condition

It is a condition of this insurance that no naked flames or tools producing naked flames are to be used within 5 meters of the thatch roofing.

5. Fire Protections Condition

It is a condition of this insurance that:

- At least one CO2 (minimum 2kg), foam or water (minimum 6 litres) fire extinguisher is kept on each floor of **your home**; and
 - A fire blanket conforming to British Standards is kept in the kitchen
- All fire protections must be checked and maintained as per the manufacturer's instructions.

6. Thatch Condition

It is a condition of this insurance that all thatch roofing is inspected by a suitably qualified Thatcher at least once every five years. Any recommendations must be complied within 60 days of the inspection unless a longer period is agreed by **us**.

7. Smoke Detector Condition

It is a condition of this insurance that each floor within the **home** is fitted with a minimum of one smoke detector complying with British Standards.

8. Electrical Condition

It is a condition of this insurance that all electrical wiring is inspected by a member of the NICEIC, NAPIT, ECA, STROMA, ELECSA or an alternative recognised body agreed by **us**, at least once every 10 years or sooner where stated on the current electrical certificate.

Any requirements marked as 1's or 2's must be complied with within the timeframe advised in the report but no later than 30 days of the electrical certificate and a copy must be lodged with **your broker**.

9. Wood Storage Condition

It is a condition of this insurance that all wood burnt on open fires or wood burners must be seasoned and stored outside where it is sheltered from excessive rain, but exposed to wind and sunlight.

10. Electrical Lighting Condition

It is a condition of this insurance that:

- Every recessed light fitting located on the upper floor of the **buildings** must be fitted with a fire protection cover compliant with British Standards; and
- No external electrical lighting is to be located with 50cm of the thatch roof covering.

If **you** fail to comply with the above Thatch Conditions this insurance may become invalid in respect of loss or damage caused by fire, smoke, storm or weight of snow. Following receipt of any inspections or certificates **we** may revise the terms and/or premium of **your** policy, or if we are not able to accept the inspection/certification and it becomes necessary to cancel **your** insurance, **we** will do so as described within the cancellation conditions contained with **your** policy.

In the event of loss or damage caused by fire, smoke, storm or weight of snow **you** may be required to provide proof of inspections and/or sweeping.

All other terms, conditions, exclusions and limitations remain unaltered.

General Conditions (continued)

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

Payments

- a) Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due
- b) Where a claim has been notified during the **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 **we** may deduct any outstanding amount from any claims settlement

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.

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

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.

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.

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

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

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: |
|---|--|
| Loss or damage to your buildings during the period of insurance caused by the following insured events: | Any cause already excluded within the General Exclusions. The excess shown in your schedule |
| 1. Fire, smoke, lightning, explosion or earthquake. | |
| 2. Aircraft and other flying devices or items dropped from them. | |
| 3. Storm, flood or weight of snow. | <ul style="list-style-type: none"> • Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1 • Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, • Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) • Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction. |
| 4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes. | <ul style="list-style-type: none"> • Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section 1, • Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, • Loss or damage caused by failure of or lack of sealant and/or grout. |
| 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 or impact by any vehicle or animal. | |
| 8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts. | |

Section One – Buildings (continued)

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

| What is covered: | What is not covered: |
|---|--|
| Loss or damage to your buildings during the period of insurance caused by the following insured events: | Any cause already excluded within the General Exclusions. The excess shown in your schedule |
| 9. Subsidence , or heave of the site upon which the buildings stand or landslip | <ul style="list-style-type: none"> • Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time and by the same cause • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause, • 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, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions. |
| 10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts. | <ul style="list-style-type: none"> • Loss or damage to radio and television aerials, satellite dishes, their fittings and masts |
| 11. Falling trees, branches, telegraph poles or lamp-posts. | <ul style="list-style-type: none"> • Loss or damage caused by trees being cut down or cut back within the premises, • Loss or damage to gates, hedges and fences. |

Section One – Buildings (continued)

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

| What is covered: | What is not covered: |
|--|---|
| <p>a. The cost of accidental damage to:</p> <ul style="list-style-type: none"> • Fixed glass and double glazing (including the cost of replacing frames), • Solar panels, • Sanitary ware, • Ceramic hobs, <p>all forming part of the buildings.</p> | <p>Any cause already excluded within the General Exclusions. The excess shown in your schedule</p> |
| <p>b. The cost of Accidental Damage to:</p> <ul style="list-style-type: none"> • Domestic oil pipes, • Underground water supply pipes, • Underground sewers, drains and septic tanks, • Underground gas pipes, • Underground cables, <p>serving the home and which you are legally responsible for.</p> | |
| <p>c. If you have to move out of your home because of any loss or damage covered under Section 1 buildings, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • 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. <p>We will only pay under this Section for the period your home is unfit to live in.</p> | <ul style="list-style-type: none"> • Any amount over 20% of the sum insured for the buildings damaged or destroyed. |
| <p>d. Expenses you have to pay and which we have agreed in writing for:</p> <ul style="list-style-type: none"> • 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, <p>Following loss or damage to the buildings under Section 1.</p> | <ul style="list-style-type: none"> • Any expense for preparing a claim or an estimate for loss or damage, • Any costs if Government or local authority requirements have been served on you before the loss or damage. |

Section One – Buildings (continued)

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

| What is covered: | What is not covered: |
|--|---|
| | <p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> |
| <p>e. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section 1 (buildings).</p> | <ul style="list-style-type: none"> • More than £750 in any period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £750 in total. |
| <p>f. Anyone buying the home who will have the benefit of Section 1 (buildings) cover until the sale is completed or the insurance ends, whichever is sooner.</p> | <ul style="list-style-type: none"> • Loss or damage if the buildings are insured under any other insurance. |
| <p>g. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the Home if the keys are lost or stolen anywhere in the world.</p> | <ul style="list-style-type: none"> • More than £500 in total. |
| <p>h. If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home, we will pay the cost of removing and replacing any other parts of your buildings necessary to find and repair the source of the leak and making good.</p> | <ul style="list-style-type: none"> • More than £2,500 any one event. |
| <p>i. Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home.</p> | <ul style="list-style-type: none"> • More than £1,000 in any period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £1,000 in total. |
| <p>j. 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</p> | |
| <p>k. 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</p> | |
| <p>l. 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.</p> | <ul style="list-style-type: none"> • Where loss or damage has not been caused by flood waters entering your home from an external source • More than £10,000 |

Section One – Buildings (continued)

Accidental Damage to the Buildings

The following cover applies only if the **schedule** shows that **accidental damage** to the **buildings** is included:

| What is covered: | What is not covered: |
|--|--|
| | Any cause already excluded within the General Exclusions. The excess shown in your schedule |
| This extension covers accidental damage to the buildings . | <ul style="list-style-type: none"> • Damage or any proportion of damage which we specifically exclude elsewhere under Section 1 (Buildings), • The buildings moving, settling, shrinking, collapsing or cracking, • Damage while the home is being altered, repaired, professionally cleaned, maintained or extended, • The cost of general maintenance, • Damage from mechanical or electrical faults or breakdown, • Damage caused by dryness, dampness, extreme of temperature or exposure to light, • Damage to swimming pools or covers, gates and fences and fuel tanks, • Damage caused by domestic pets, • Depreciation in value. |

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only

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**.

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only (continued)

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.

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: |
|---|---|
| Loss or damage to your Contents during the period of insurance caused by the following insured events: | Any cause already excluded within the General Exclusions. The excess shown in your schedule |
| 1. Fire, smoke, lightning, explosion or earthquake. | |
| 2. Aircraft and other flying devices or items dropped from them. | |
| 3. Storm, flood or weight of snow | <ul style="list-style-type: none"> • Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), • Contents that are located within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage. |
| 4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes | <ul style="list-style-type: none"> • Loss or damage to the installation itself, • Loss or damage caused by failure of or lack of sealant and/or grout. |
| 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 | <ul style="list-style-type: none"> • Loss or damage to the installation itself. |
| 6. Theft or attempted theft | <ul style="list-style-type: none"> • Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. • Any amount exceeding £2,500 for contents in any garage or outbuilding unless specified in the schedule. |
| 7. Collision or impact by any vehicle or animal | <ul style="list-style-type: none"> • Loss or damage caused by insects, birds, vermin or domestic pets. |
| 8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts | |
| 9. Subsidence , or Heave of the site upon which the Buildings stand or Landslip | <ul style="list-style-type: none"> • Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions, • Loss or damage caused by river or coastal erosion, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, • Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law. |
| 10. Falling trees, branches, telegraph poles or lamp-posts | <ul style="list-style-type: none"> • Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings. |

Section Two – Contents (continued)

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

| What is covered: | What is not covered: |
|--|--|
| <p>a. The cost of accidental damage to:</p> <ul style="list-style-type: none"> • 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. | <p>Any cause already excluded within the General Exclusions. The excess shown in your schedule</p> <ul style="list-style-type: none"> • 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, • Loss or damage caused by domestic pets, • Loss or damage to tapes, records, cassettes, discs, DVD's or computer software, • Mechanical or electrical faults or breakdown, • Damage caused from light, or atmospheric or climatic conditions, • Damage caused by scratching or denting, • Damage caused by computer viruses. |
| <p>b. Loss or damage to office equipment</p> | <ul style="list-style-type: none"> • More than £5,000 in any period of insurance unless stated in the schedule, • Compensation for you not being able to use the office equipment, • Loss of magnetism or corruption of data, • Loss or damage following the equipment being confiscated or repossessed, • The cost of reconstituting any lost or damaged data, • More than £1,000 in respect of stock, • Loss or damage to any money held for business purposes, • Loss or damage to computer software, • Property more specifically insured elsewhere. |
| <p>c. If you have to move out of your home because of any loss or damage covered under Section 2 - Contents, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • The cost of alternative accommodation for the time You cannot live in your home, • An amount equal to the rent which you pay while you are not living in your home. <p>We will only pay under this Section for the period your home is unfit to live in.</p> | <ul style="list-style-type: none"> • Any amount over 20% of the sum insured for contents specified in the schedule. |

Section Two – Contents (continued)

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

| What is covered: | What is not covered: |
|---|---|
| | <p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> |
| <p>d. The Contents, if these are not already insured elsewhere whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>i. Events 1-11 under Section 2 contents while the contents are:</p> <ul style="list-style-type: none"> • In any occupied private dwelling • In any buildings where you are living or working, • In any building for valuation, cleaning or repair, • In any storage facility, • In any bank or safe deposit. <p>ii. 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 storage facility.</p> | <ul style="list-style-type: none"> • Contents outside the United Kingdom, • money or credit cards, • Any amount over 20% of the sum insured under Section Two for Contents in a storage facility. |
| <p>e. Loss or damage to contents belonging to visitors as a result of insured events 1 to 11</p> | <ul style="list-style-type: none"> • Loss or damage to contents which are covered by any other insurance, • Loss or damage to contents belonging to a paying guest or lodger, • More than £250 for any one visitor. |
| <p>f. 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.</p> | <ul style="list-style-type: none"> • More than £10,000 for each insured with no policy excess applying. |
| <p>g. Costs You have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys anywhere in the world.</p> | <ul style="list-style-type: none"> • More than £500 in total. |
| <p>h. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section 2 (Contents).</p> | <ul style="list-style-type: none"> • More than £750 in any period of insurance. If you claim for such loss under Section 1 (buildings) and Section 2 (contents), we will not pay more than £750 in total. |
| <p>i. Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.</p> | |

Section Two – Contents (continued)

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

| What is covered: | What is not covered: |
|--|--|
| <p>j. Amounts that you become legally liable to pay under a tenancy agreement for loss or damage caused by events 1 – 10 of Section 2 Contents or events a) and b) of Section 1 (buildings).</p> <p>We will only provide this cover if the loss or damage occurs during the period of insurance.</p> <p>If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.</p> | <p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> Any amount over 20% of the sum insured for contents specified in the schedule. |
| <p>k. The Contents sum insured shown in the schedule is automatically increased by £3,500 for gifts within the home during the month in which you celebrate a religious festival, wedding day or birthday.</p> | <ul style="list-style-type: none"> Loss or damage occurring outside of the period of insurance. |
| <p>l. Contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-11 of Section 2 (Contents).</p> | <ul style="list-style-type: none"> More than £2,500 in total, More than £500 for any one item, Theft unless following forcible and violent entry. |
| <p>m. The cost of replacing electronic information you have bought and stored on equipment within your home and that is lost or damaged by events 1 – 10 of Section 2 (Contents).</p> | <ul style="list-style-type: none"> The cost of remaking a file, tape or disk, The cost of rewriting the electronic information, More than £500 in any one period of insurance, The cost of any information stored for business purpose use. |
| <p>n. Damage to the Contents caused by forced access to deal with a medical emergency or to prevent damage to the home.</p> | <ul style="list-style-type: none"> More than £1,000 in any one period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £1,000 in total. |

Section Two – Contents (continued)

Accidental Damage to the Contents

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

| What is covered: | What is not covered: |
|--|--|
| | Any cause already excluded within the General Exclusions. |
| This extension covers accidental damage to the contents of the home . | <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Damage or any proportion of damage which we specifically exclude elsewhere under Section Two, • More than £1,000 in total for porcelain, china, glass and other brittle articles, • More than £250 for mobile phones unless otherwise stated in the schedule • More than £1,500 for portable computer equipment unless otherwise stated in the schedule • Money, credit cards, documents or stamps, • Damage to contact, corneal or micro corneal lenses • Damage caused by dryness, dampness, extremes of temperature and exposure to light, • Damage caused by domestic pets. |

Section Two – Contents (continued)

Conditions that apply to Section Two – Contents only

How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section 2 **contents**.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. 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;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. 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.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** 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.

Your sum insured

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**.

Section Two – Contents (continued)

Conditions that apply to Section Two – Contents only (continued)

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:

| We will pay for your legal liability: | We will not pay for your legal liability: |
|---|--|
| <p>We will pay all amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the home.</p> <p>We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.</p> | <p>Bodily injury arising directly or indirectly:</p> <ol style="list-style-type: none"> a. From any communicable disease or condition, b. From the ownership or occupation of any land or buildings other than the home, c. Where you are entitled to cover from another source, d. From any trade or business activity, e. arising out of your ownership, possession or use of: <ol 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 elsewhere ii. any power-operated lift other than stairlifts iii. any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, iv. 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 legislation f. From firearms (except shotguns used for sporting purposes), g. The direct or indirect consequences of assault or alleged assault h. Any deliberate, wilful or malicious act. |

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Four – Legal Liability to the Public

The following cover 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 contract of 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

| We will pay for your legal liability: | We will not pay for your legal liability: |
|---|---|
| <p>i. As owner or occupier for any amounts you become legally liable for 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 any 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>We will pay up to £2,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.</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 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>g. arising out of your ownership, possession or use of:</p> <ol 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 elsewhere ii. any power-operated lift other than stairlifts |

Section Four – Legal Liability to the Public (continued)

| We will pay for your legal liability: | We will not pay for your legal liability: |
|---------------------------------------|---|
| | <ul style="list-style-type: none"> iii. any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, iv. 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 legislation h. 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 30 days from the end of the period of insurance; <p>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 accident</p> i. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises j. if you are entitled to indemnity 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>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 indemnified 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 | For any amount in excess of GBP100,000 |

Part C

| What is covered: | What is not covered: |
|--|---|
| <p>Any amount 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> | <ol style="list-style-type: none">a. For any liability if you are entitled to indemnity under any other insuranceb. For the cost of repairing any fault or alleged faultc. Any home previously owned and occupied by you in which you still hold legal title or have an interestd. 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 youe. Anything owned by or the legal responsibility of your familyf. Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you)g. Liability arising from any employment, trade, profession or business of any of your familyh. Liability accepted by any of your family under any agreement, unless the liability would exist without the agreementi. Liability arising from the Third Party Wall Act 1996 |

Section Four – Legal Liability to the Public (continued)

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Five – Valuables and Personal Belongings (cover away from the Home)

The following cover applies only if the **Schedule** shows that **Valuables** and **Personal Belongings** are included:

| What is covered: | What is not covered: |
|---|---|
| <p>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.</p> <p>We will pay up to the following limits, unless you have selected a higher limit and this is stated in your schedule:</p> <ul style="list-style-type: none"> a. Up to £2,500 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 | <p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> a. Damage caused by moth, vermin or rot b. Damage from electrical or mechanical faults or breakdown, c. Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon, d. Damage to guns caused by rusting or bursting barrels, e. Breakage of any sports equipment whilst in use, f. Loss or damage caused by domestic pets, g. Riot or civil commotion outside the United Kingdom, h. Depreciation in value, |

Section Five – Valuables and Personal Belongings (continued)

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 £2,500 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 Deep Freeze Cover

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

| What is covered: | What is not covered: |
|---|--|
| <p>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> | <p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply, • 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, • More than £500 in any one period of insurance. |

Limit of Insurance

We will not pay more than £500 in any one period of insurance, unless otherwise stated in the **schedule**.

Section Seven – Pedal Cycles

The following cover applies only if the **Schedule** shows that Pedal Cycles are included:

| What is covered: | What is not covered: |
|--|--|
| <p>This insurance extends to cover the cost of repairing or replacing your pedal cycle(s) (as shown in the Schedule) following:</p> <ul style="list-style-type: none"> • Theft or attempted theft, • Accidental Damage, <p>Anywhere in the United Kingdom and up to 60 days elsewhere in the world during any one trip.</p> | <p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time, • Damage from mechanical or electrical faults or breakdown, • Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes, • Theft, whilst unattended, unless it was locked to an immovable object or kept in a locked building at the time of the theft • More than the sum insured shown in the Schedule, • Theft by fraudulent means. |

Limit of Insurance

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

Section Seven – Pedal Cycles (continued)

Conditions that apply to Section Seven – Pedal Cycles only

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: | What is not covered: |
|--|---|
| <ul style="list-style-type: none"> • Theft or accidental loss of money or fraudulent use of your credit card(s). • Any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) – (Please note that you are usually only liable for the first £50 of any fraudulent or unauthorised use per card) <p>Within the geographical limits shown in the schedule, provided that:</p> <ul style="list-style-type: none"> • within 24 hours of you discovering any such loss or theft, you have notified the policy 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 | <p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Any shortages due to error or omission, • Loss of value, • More than £1,000 in total, any one event, Loss where conditions under which your credit card(s) were issued to you have been breached. |

Limit of Insurance

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

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.

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

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).

0125

County Insurance Services Limited

County House, Glyme Court, Langford Lane, Kidlington, OX5 1LQ

Authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267)