



Ageas House Guard Prestige

Policy Wording

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To make a claim, call **0345 168 5685**
Please add this number to your mobile phone

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Useful telephone numbers

Household claims **0345 168 5685**

The Household claims helpline is open 24 hours a day, 365 days a year. Calls charged at local rates.

Important Notice

Useful hints and tips to help you to protect your home

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



Freeze and Escape of Water

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



Storm

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

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



Theft

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



Fire

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

Important notices

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

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

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

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

No claims discount

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

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

Protection against fraud

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

Fraud, misrepresentation and non-disclosure

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

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

How we deal with fraud to protect us and our customers

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

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

In addition, **we** may:

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

What to do if you need to make a claim

Call the Household Claims Helpline 0345 168 5685

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

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

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

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

When phoning, please have your policy number ready.

Household Claims repair and replacement service

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

Repairs

- if it is an emergency, we will arrange for one of our approved repairers to contact you within two hours;
- if it is not an emergency, we will arrange for an approved repairer to contact you within 24 hours.

We will pay the bill for any repairs if they are covered by this insurance. All you need do is pay any policy excess to our repairer.

Replacements

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

For claims under section 3 – Personal legal protection

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

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

Ageas Legal Guard Assistance

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

Legal Advice Service call 0345 120 8415

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

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

Identity Theft Service call 0344 848 7071

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

Counselling service call 0344 893 9012

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**. **This helpline is open 24 hours a day, seven days a week.**

Health and Medical information service call 0345 120 8415

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

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

Childcare Assistance call 0345 120 8415

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

What to do if you need to make a claim - continued

Domestic Assistance Service call

0345 120 8415

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

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

Veterinary Assistance Service call

0345 120 8415

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

Tax Advice Service call 0345 120 8415

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

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

Introduction to your policy

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

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

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

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

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

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

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

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

Thank **you** for choosing Ageas Insurance.

Signed for and on behalf of
Ageas Insurance Limited



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Policy definitions

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

Accidental damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

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

Buildings

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

Business equipment

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

Computer viruses

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

Contents

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

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

Credit cards

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

Domestic employees

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

Excess

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

Family

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

Fine art

Collectors' items, pictures and other works of art, rare and unusual figurines and ornaments.

Garage

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

Garden items

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

Heave

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

High-risk property

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, guns, collections of stamps, coins or medals. **We** treat pairs or sets of items as one item.

Home

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

Incident

Any event that might lead to a claim.

Landslip

Downward movement of sloping ground.

Maximum claim limit

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

- The **maximum claim limit** for section 1 - **Buildings** is shown in **your schedule**.
- The **maximum claim limit** for Section 2 - **Contents** is shown in **your schedule**.
- The most **we** will pay for any one claim for **high-risk property** is shown in **your schedule**.
- The most **we** will pay for any one claim for **fine art** is shown in **your schedule**.
- The limit shown in the **schedule** for **high-risk property** and **fine art** applies within (not in addition to) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**. If the limits shown in **your schedule** are not enough, please contact **your** insurance adviser.
- The most **we** will pay for any one claim for **high-risk property** is shown in **your schedule**.

The limit shown in the **schedule** for **high-risk property** applies within (not in addition to) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**.

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

- The **maximum claim limit** for section 3 – Family Plus legal protection and section 4 - Identity Theft protection is £50,000 for all **incidents** that arise from the same original cause.
- The **maximum claim limit** for section 5 – Home Assistance is shown in **your schedule**.

Money

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

Motor vehicles

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

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

Outbuildings

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

- **garages**;

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

Period of insurance

The time between the effective date and the expiry date as shown in the **schedule**.

Personal belongings

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

Proposal form and statement of insurance

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

Schedule

The document that shows:

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

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

Secured

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

Settlement

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

Policy definitions - continued

Specified items

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

Storm

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

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

Extreme rain or snow is:

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

Subsidence

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

Unfurnished

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

Unoccupied

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

Vermin

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

We, our, us

Ageas Insurance Limited.

Registered office address:

Ageas House

Hampshire Corporate Park

Templars Way

Eastleigh

Hampshire

SO53 3YA

Registered in England and Wales No 354568

You, your

The person or people shown in the **schedule** as 'the insured'.

Policy conditions

1 Your contract of insurance

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

When **you** arranged this insurance:

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

The insurance will not be valid if:

- any information **you** have given **us** is not true and accurate; or
- **you** do not keep to the conditions of the policy. **You** cannot make a claim if the insurance is not valid.

2 The law that applies

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

3 Rights of third parties

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

4 Changes

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

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

- if **you** change your address;
- if **you**, or any person named in **your schedule**, change job;
- if **you** or **your family** receive a county court judgement or conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- about any changes to **your buildings** that will increase the rebuilding costs;
- If **you** or **your family** have been declared bankrupt or been subject to bankruptcy proceedings.
- about any increase in the value of **your contents** or personal belongings;

- if someone other than a member of **your family** comes to live with **you**; and
- if **your home** will be **unoccupied** for more than 30 days in a row.

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

5 Precautions

You must take reasonable care to:

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

6 Security

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

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

7 Cancelling the policy and the cooling-off period

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

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

Policy conditions - continued

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

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

As long as you have not made a claim, **we** will refund **you** for the time that was left on your policy, less the administration charge. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and you will not be entitled to any refund. For cancellation of Section 3 – Personal Legal Protection, please see page 42 of **your** policy.

8 Other insurances

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

9 Fraudulent claims

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

10 Privacy Notice

Please refer to the Privacy Notice on page 53, which contains important information about **our** use of **your** personal details. Please make sure that **you** read the Privacy Notice carefully. By taking out this insurance policy, **you** confirm that **we** may use **your** personal information in this way. As the terms of the Privacy Notice will also apply to anyone else insured under **your** policy, **you** should also show the Privacy Notice to anyone else whose name **you** give to **us** in connection with **your** policy.

11 How to make a claim

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

Buildings and/or Contents

Call **our** claims helpline on **0345 168 5685** to report the **incident**.

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

- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Take reasonable action to protect the property from further loss or damage.

You must not:

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

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

We will answer all correspondence within five working days of receiving it.

Personal Legal Protection

If **you** or **your family** are claiming for legal protection, please phone 0345 120 8416 between the hours of 9am and 5pm from Monday to Friday.

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

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

12 How we will settle your claim

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

- Repair
- Replace
- Rebuild
- Payment

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

If **we** decide it is not appropriate to repair, rebuild or replace **your buildings** and/or **contents**, **we** will send **you** a payment representing;

- the amount by which the **buildings** and/or **contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild **your buildings** and/or **contents**;

whichever is the lowest.

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

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

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings**, **contents** or personal possessions sections, **we** will only take off one **excess**. This will be the highest **excess** shown in **your schedule** for the sections concerned.

Important

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

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your home**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents** of **your home** with new items of the same or nearest equivalent quality and type.
- For **specified items** of **personal belongings**, **high risk property** or any other **specified item**, the amount shown on the **schedule** must be enough to replace the item as new.

When an incident happens:

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

we may apply the following:

• Buildings

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

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

• Contents

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

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

Matching pairs or sets

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

Matching carpets

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

Buildings section

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

- flat or felt roofs; or
- gates or fences damaged by falling trees.

Protecting sums insured

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

13 Your policy

Your policy is based on the answers that you gave about yourself which allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed us to decide what premium to charge **you** and what conditions should apply to **your** cover. If any of the answers were incorrect or have changed, and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim. If **you** are not sure whether a fact is material, **you** should tell **us** about it.

As a guide, here are a few examples of changes to material facts. The list does not cover all possible changes. If **you** are in any doubt as to whether a piece of information is relevant, please ask **us**. **We** will be happy to give advice.

Policy conditions - continued

Example a

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

Example b

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

14 Index-linking

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

If **you** have not requested a specific sum insured amount for **buildings** or **contents** index linking will not apply.

15 Language

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

16 Lapsed policy warning

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

General policy exclusions

The policy does not cover the following.

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

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

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

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

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

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

- Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:
 - loss of earnings, travel costs, loss assessor fees, the cost of preparing a claim, compensation for stress and/or inconvenience.
- Property more specifically covered by another policy of insurance.
- Any criminal or deliberate act by **you** or **your family**.
- Any reduction in the market value of any property following its repair or reinstatement.
- Any loss, damage, injury or accident that commenced before this policy came into force.

Your policy does not cover claims arising from wear and tear or gradual deterioration. It is **your** responsibility to keep **your home** in a good condition.

Section 1 – Buildings

This section applies only if shown in the Schedule.

What is insured	What is not insured
<p>Your buildings are covered under this section.</p> <p>The most we will pay The most we will pay for loss of or damage to the buildings is the maximum claim limit shown in the schedule.</p> <p>The causes covered The buildings identified in the schedule are covered for loss or damage caused by any of the following;</p>	<p>The excess shown in the schedule for every incident.</p>
<p>1 Fire, smoke, explosion, lightning or earthquake.</p>	<p>1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</p>
<p>2 Riot, civil commotion and labour or political disturbances and strikes.</p>	<p>2 Loss or damage that is not reported to the police within seven days.</p>
<p>3 Malicious damage.</p>	<p>3 Malicious damage caused:</p> <ul style="list-style-type: none"> • by you or your family; • by a person lawfully allowed to be in your home; or • when your home is unoccupied or unfurnished.
<p>4 The buildings being hit by:</p> <ul style="list-style-type: none"> • aircraft or other flying objects or anything dropped from them; • fireworks; • vehicles, trains or trams; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles. 	<p>4 Loss or damage</p> <ul style="list-style-type: none"> • caused by domestic animals, birds or pets; • to aerials, aerial fittings, satellite dishes or masts; • arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings; or • to hedges, gates and fences.
<p>5 Storm or flood.</p>	<p>5 Loss or damage</p> <ul style="list-style-type: none"> • to gates, fences or swimming-pool, Jacuzzi and hot tub covers; • caused by frost; • caused by subsidence, ground heave or landslip (this damage is covered under cause 6); • that happens gradually over a period of time; • that does not arise from one identifiable event which directly and immediately caused the loss or damage; or • to cellars and basements as result of a rise in the water table.

What is insured	What is not insured
<p>The causes covered</p> <p>6 Subsidence or ground heave of the site the buildings stand on, or landslip.</p>	<p>The excess shown in the schedule for every incident.</p> <p>6 Loss or damage:</p> <ul style="list-style-type: none"> to the buildings or their foundations because the materials they are built from shrink or expand; caused by the compaction of infill; to the buildings or their foundations by settlement; unless the settlement is caused by subsidence of the site on which the buildings stand. caused by the sea or river wearing away the land; caused by defective materials, faulty design or faulty workmanship; caused by foundations which do not meet the Building Regulations at the time of construction; caused by foundations that do not meet the NHBC guidelines at the time of construction; caused by demolishing, structurally altering or repairing the buildings; to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause; to walls, gates, hedges, outbuildings, fences, paths, drives, patios, terraces, service tanks, swimming pools, ornamental pools or tennis courts, unless the main building is damaged at the same time and by the same cause; or for which compensation is provided by contract or legislation. <p>Damage that started before this policy came into force. Loss of market value after repairs.</p>
<p>7 Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet.</p> <p>We will also reimburse reasonable costs you have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings. You must get our agreement before work starts in order to receive this benefit.</p> <p>We will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for buildings.</p>	<p>7 Loss or damage:</p> <ul style="list-style-type: none"> when the main building of your home is unoccupied or unfurnished; that has been happening gradually over a period of time; that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on. <p>Subsidence, heave or landslip of the site the buildings stand on caused by escape of water (this damage is insured under cause 6 and the corresponding exclusions and excess apply).</p> <p>Repairs to the pipework or other parts of the water or heating system unless caused by freezing.</p> <p>Costs we have not agreed to.</p>

Section 1 Buildings - continued

What is insured	What is not insured
<p>The causes covered</p>	<p>The excess shown in the schedule for every incident.</p>
<p>8 Theft or attempted theft.</p>	<p>8 Theft or attempted theft:</p> <ul style="list-style-type: none"> • by you or any member of your family, domestic employees, lodgers, paying guests or tenants; or • when your home is unoccupied or unfurnished.
<p>9 Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system. We will also reimburse reasonable costs you have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings. You must get our agreement before work starts in order to receive this benefit. We will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for buildings.</p>	<p>9 Loss or damage:</p> <ul style="list-style-type: none"> • when your home is unoccupied or unfurnished; • that has been happening gradually over a period of time; or • that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs. <p>Repairs to the pipework or other parts of the heating system.</p> <p>Costs we have not agreed to.</p>
<p>10 Property owner's liability</p> <p>We will pay all amounts you or a member of your family legally have to pay for causing;</p> <ul style="list-style-type: none"> • death, bodily injury, illness or disease; and • loss of or damage to property; <p>which is caused by an accident happening in or around the buildings during the period of insurance and which arise:</p> <ul style="list-style-type: none"> • from you owning but not occupying the buildings; or • from faulty work on any private home (within the United Kingdom, the Isle of Man or the Channel Islands) which you sold or moved out of before the injury or damage happened (this insurance will continue for seven years from the date your policy ends or is cancelled, but will not apply if the policy is invalid or your liability is covered by a more recent policy). <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule.</p> <p>If you die, we will indemnify (protect) your legal representative against your or your family's liability.</p>	<p>10 Any amount for death, bodily injury, illness or disease to you, your family or any domestic employee. Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you.</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • any lift (other than a stairlift) you own or you are responsible for maintaining; • any deliberate or malicious act; • occupation of any land or building; • using the home for any business, trade, profession or employment; and • any agreement unless you would have had that liability without the agreement. <p>Any claim where you would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>11 Professional fees and costs</p> <p>Necessary and reasonable expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including:</p> <ul style="list-style-type: none"> • architects', surveyors' and legal fees; • the cost of clearing debris from the site, clearing drains and demolishing or shoring up the buildings; and • other costs necessary to keep to government or local authority requirements, unless you had received notice to meet the requirements before the damage happened. 	<p>11 The cost of preparing a claim.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
<p>12 Underground pipes, drains and cables</p> <p>The cost of repairing accidental breakage to the fabric of cables, underground pipes, drains and tanks (and their inspection covers) serving your home and for which you are responsible.</p>	<p>12 Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.</p> <p>Natural failure, wear and tear of drains.</p> <p>Deterioration of materials, faulty design and drainage which did not meet the Building Regulations at the time of construction.</p> <p>Damage to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.</p>
<p>13 Glass and sanitary ware</p> <p>Accidental breakage to:</p> <ul style="list-style-type: none"> fixed glass and ceramic hobs built into cookers that are permanent fixtures in your home; sanitary fixtures and fittings in your home; and solar panels. 	<p>13 Loss or damage caused by scratching or denting.</p> <p>Damage caused when your home is unoccupied or unfurnished.</p> <p>The cost of replacing undamaged items.</p> <p>Damage to window or door frames.</p>
<p>14 Rent and alternative accommodation</p> <p>Rent you would have received or are responsible for paying while the buildings cannot be lived in because of damage insured by this section. We will also pay the reasonable costs of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because of damage insured by this section.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>14 Any amount above the amount shown in the schedule.</p>
<p>15 Buyer's cover</p> <p>If you have exchanged contracts to sell your home, we will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.</p>	<p>15 Any amount above the amount shown in the schedule.</p>
<p>16 If you sell your home</p> <p>If you have exchanged contracts to sell your home, we will continue to provide cover until the sale goes through as long as:</p> <ul style="list-style-type: none"> this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of "conclusion of missives"); and you have already insured your new home under this policy. 	<p>16 Any amount above the amount shown in the schedule.</p>

Section 1 Buildings - continued

What is insured	What is not insured
<p>The causes covered</p> <p>17 Protection against damage caused by emergency services We will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency. The most we will pay for any one claim is the amount shown in the schedule. We will also pay for damage to your garden items (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at your home.</p>	<p>The excess shown in the schedule for every incident.</p> <p>17 Any amount above the amount shown in the schedule.</p>
<p>18 Removal of squatters If squatters live in your home, we will pay up to the maximum claim limit shown in the schedule towards your legal costs for removing them. You must get our agreement in writing before you start proceedings to receive this benefit. The most we will pay in any one period of insurance is shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>18 Legal costs for removing the squatters while your home or any part of it is:</p> <ul style="list-style-type: none"> • lent, let or sublet to or occupied by someone who is not a member of your family; or • unoccupied or unfurnished. <p>Costs we have not agreed to in writing. Any amount above the amount shown in the schedule.</p>
<p>19 Replacement locks and keys We will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; or • they are damaged inside the home by an event insured under this section. <p>If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>19 Any amount above the amount shown in the schedule.</p>
<p>20 Accidental loss of metered water or oil in domestic heating systems If you insure both your buildings and contents under this policy and make a claim for accidental loss of metered water or oil, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay for any one claim in any one period of insurance is shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>20 Loss while the home is unoccupied or unfurnished. Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
<p>The causes covered</p> <p>21 Garden cover</p> <p>We will pay for loss or damage caused to hedges, lawns and plants that you own, which are outside the building but within the boundaries of the home, by any of the following:</p> <ul style="list-style-type: none"> • Theft or attempted theft; • Fire, lightning or explosion; • Storm or flood; • Malicious damage; • Accidental damage caused by any person other than you or your family; • Wild animals; • Television aerials, satellite dishes and masonry falling from the building; or • Branches falling from trees. <p>We will also pay for loss or damage to trees and shrubs caused by theft.</p> <p>If you insure both your buildings and contents under this policy and make a claim for garden cover, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>The excess shown in the schedule for every incident.</p> <p>21 Malicious damage caused by:</p> <ul style="list-style-type: none"> • you or your family; or • a person lawfully allowed to be in your home. <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by wear and tear or deterioration; • caused by natural ageing; • caused by domestic animals, birds or pets; • caused by frost; • caused by subsidence, landslip or heave; • caused by smoke or bonfires; • from light or atmospheric or climatic conditions; or • caused by insects, vermin, rot, mildew, fungus or poisoning. <p>Loss or damage caused in connection with your trade, business or profession.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>22 Acquired disability</p> <p>We will pay the reasonable cost of carrying out necessary alterations to your home if you or a member of your family become permanently physically disabled during the period of insurance as a result of a sudden and unforeseen incident.</p> <p>Permanent physical disability means that you or a member of your family has total and permanent loss of one arm, hand, foot or leg or are registered blind.</p> <p>If you insure both your buildings and contents under this policy and make a claim for acquired disability, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim in any one period of insurance is shown in the schedule.</p>	<p>22 Any necessary alterations that can be recovered from another party.</p> <p>Any amount above the amount shown in the schedule.</p>

Section 1 Buildings - continued

What is insured	What is not insured
<p>The causes covered</p> <p>23 Compulsory evacuation alternative accommodation We will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because a local authority prohibits you from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of compulsory evacuation.</p> <p>If you insure both your buildings and contents under this policy and make a claim for compulsory evacuation, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>The excess shown in the schedule for every incident.</p> <p>23 Any amount above the amount shown in the schedule.</p>
<p>24 Newly acquired fixtures We will cover your newly acquired fixtures for loss or damage covered under this section for a period of 60 days from the date that you purchase them if your buildings maximum claim limit is exceeded.</p> <p>We reserve the right not to insure any newly acquired fixtures after the 60th day.</p> <p>For this cover to apply you must agree to increase the buildings maximum claim limit and pay any additional premium that is due.</p> <p>The most that we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>24 Any amount above the amount shown in the schedule.</p>

Section 1 Buildings optional cover – Accidental damage extension

This extension of cover applies only if shown in the **schedule**.

What is insured	What is not insured
<p>The buildings are covered under this section.</p> <p>The most we will pay The most we will pay is the maximum claim limit under the buildings section.</p> <p>The causes covered 25 Accidental damage</p>	<p>The excess shown in the schedule for every incident.</p> <p>25 Damage:</p> <ul style="list-style-type: none"> • by any cause or event already covered under Section 1 Buildings; • caused by wear and tear, loss of value or lack of maintenance; • caused by movement of the land the buildings are on; • caused by any part of the buildings moving, settling or shrinking; demolishing or structurally altering or repairing the buildings; • caused by insects, moths, vermin, parasites, wet rot, dry rot, fungus, atmospheric conditions, light or other gradual causes; • happening gradually over a period of time. • caused by altering, washing, cleaning, restoring, maintaining, repairing, dismantling or misusing the building; • caused by frost; • caused by faulty workmanship, design or materials; • caused by chewing, scratching, tearing or fouling by domestic animals and pets; • caused by the effects of chemicals; • caused by electrical or mechanical breakdown; • caused by a person your home or any part of it is lent, let or sublet to; • caused by storm damage to fences, gates, hedges and swimming pool covers; • caused maliciously by you or your family or by a person lawfully allowed to be in your home; • arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings; • that does not arise from one identifiable event which directly and immediately caused the loss or damage; • that would not have arisen if there had not been a failure to deal with existing damage which should have been noticed and where there has been an unnecessary delay in starting repairs; • caused by rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear; • when your home is unoccupied or unfurnished; • to hot tubs and Jacuzzis; • to drainage which did not meet the Building Regulations at the time of construction; and • to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials. <p>Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.</p> <p>The cost of maintenance or routine redecoration.</p>

Section 2 – Contents

This section applies only if shown in the **schedule**.

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

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

Section 2 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>7 Escaping water Water leaking from any fixed domestic water or drainage installation, heating system, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.</p>	<p>The excess shown in the schedule for every incident.</p> <p>7 Loss or damage:</p> <ul style="list-style-type: none"> to the fixed domestic water or heating system itself; that has been happening gradually over a period of time; that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on; or when the main building of your home is unoccupied or unfurnished.
<p>8 Theft or attempted theft. The most we will pay for any one claim for theft of contents from an outbuilding or garage is the maximum claim limit for theft of contents in an outbuilding or garage shown in the schedule. The most we will pay for any one claim for theft of contents from a secured outbuilding or garage built of brick, stone or concrete and kept in good repair is the maximum claim limit for theft of contents in a secured outbuilding or garage shown in the schedule. The most we will pay for any one claim is the amount shown in the schedule. The maximum amount we will pay following theft of jewellery or watches from the home is £10,000 unless stolen from a fixed, locked safe.</p>	<p>8 Theft or attempted theft:</p> <ul style="list-style-type: none"> by deception, unless entry only is gained by deception; by you or any member of your family, domestic employees, lodgers, paying guests or tenants; when your home is unoccupied or unfurnished; when your home or any part of it is lent, let or sublet to or occupied by someone who is not a member of your family, unless force causing damage to the main building of the home was used to get in or out of the building; or of money, unless force causing damage to the main building of the home was used to get into or out of the building. <p>Any amount above the amount shown in the schedule.</p>
<p>9 Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p>	<p>9 Loss or damage to the fixed domestic oil-fired heating system itself. Loss or damage that has been happening gradually over a period of time. Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
<p>10 Accidental breakage to television sets (and their aerials), satellite receivers or decoders, radios, audio equipment, video-recording equipment, DVD players, DVD recorders, games consoles capable of playing DVDs or desk-top personal computers.</p>	<p>10 Damage:</p> <ul style="list-style-type: none"> • to items designed or intended to be hand-held, carried or portable; • to musical instruments; • including e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite navigation systems and laptop computers; • to musical instruments; • to television sets, caused whilst using electronic gaming equipment; • to records, compact discs, computer disks, cassettes, tapes, DVDs or other data storage devices; • caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item; • caused by wear and tear or deterioration; • caused by electrical or mechanical breakdown; • from light, or atmospheric or climatic conditions; • caused by scratching or denting; or • caused by computer viruses; • when your home is unfurnished or unoccupied. <p>Loss, destruction or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time.</p> <p>Loss of data or information arising as a result of any computer data-processing equipment or similar equipment failing to correctly recognise any date or time.</p>
<p>11 Accidental breakage in your home to:</p> <ul style="list-style-type: none"> • fixed glass in furniture (but not glass in pictures or clocks); • glass shelves; • glass tops to furniture; • fixed glass in mirrors; or • ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers. 	<p>11 Loss or damage caused by scratching or denting.</p>
<p>12 Accidental loss of metered water or oil in domestic heating systems.</p> <p>If you insure both your buildings and contents under this policy and make a claim for accidental loss of metered water or oil, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>12 Loss while the home is unoccupied or unfurnished.</p> <p>Any amount above the amount shown in the schedule.</p>

Section 2 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>13 Damage to food in any refrigerator or deep freezer caused by:</p> <ul style="list-style-type: none"> • a rise or fall in temperature; or • contamination by refrigerant or refrigerant fumes. <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>The excess shown in the schedule for every incident.</p> <p>13 Loss or damage caused by:</p> <ul style="list-style-type: none"> • your power supply being cut off by the supplier; or • a strike, a lockout or an industrial dispute. <p>Any amount above the amount shown in the schedule.</p>
<p>14 Public and personal liability</p> <p>We will pay all amounts you or a member of your family legally have to pay for causing:</p> <ul style="list-style-type: none"> • death, bodily injury, illness or disease; or • loss of or damage to property; <p>which is caused by an accident happening during the period of insurance and arising;</p> <ul style="list-style-type: none"> • from your occupation (but not ownership) of the buildings; or • in a private role not connected with owning the buildings. • from the employment by you or your family of domestic staff. <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p> <p>If you die, we will indemnify (protect) your legal representative against your or your family's liability.</p>	<p>14 Death, bodily injury, illness or disease suffered by you, your family or a domestic employee.</p> <p>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family.</p> <p>Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> • mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour; • aircraft, except model aircraft that have a wing span of less than 10 feet; • gliders, hang-gliders and microlights; • hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian-controlled models or toys and hand or foot-propelled boats; • caravans, horse boxes, trailers or trailer tents; • firearms, except legally held sporting guns used for sporting purposes; • animals - however, you are insured for domestic dogs, except those specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or • lift (other than a stairlift) you own or you are responsible for maintaining. <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> • a direct or indirect result of an assault or alleged assault; • any deliberate or malicious act; • hunting or racing of any kind, except on foot; or • your business, trade, profession or employment. <p>We won't pay for claims that arise from you owning or using an electric bicycle.</p> <p>Any claim where you would be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.</p> <p>Liability arising from any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
<p>15 Liability for domestic employees</p> <p>We insure you against your legal liability for all amounts you have to pay for accidental bodily injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.</p> <p>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>15 Any amount above the amount shown in the schedule.</p>
<p>16 Tenant's liability</p> <p>We insure you against your legal liability as a tenant of your home for all amounts you have to pay for:</p> <ul style="list-style-type: none"> • damage to the structure of your home, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy; • the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home; • accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and • accidental breakage to fixed sanitary fittings and bathroom fittings. <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p> <p>If you make a claim you will need to provide evidence that you are legally liable for the damage.</p>	<p>16 Any amount above the amount shown in the schedule.</p> <p>Damage to the structure of your home, or to the landlord's fixtures, fixings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy, while your home is unoccupied or unfurnished.</p> <p>Loss or damage excluded under any of the causes 1 to 9 of section 2 - Contents.</p>

Section 2 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>17 Unpaid damages</p> <p>We will pay the unpaid amount of any award made in your favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>We will pay the amount if:</p> <ul style="list-style-type: none"> • you have not received full payment within three months of the date of the award; • the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands; • you would have had a valid claim under cause 14 of this policy if the award had been made against you; and • there is not going to be an appeal. <p>After we have made a payment, we may enforce your rights against the person who should have made the payment. (In this case, we will keep any amounts we get back.)</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>The excess shown in the schedule for every incident.</p> <p>17 Any amount above the amount shown in the schedule.</p>
<p>18 Contents temporarily removed</p> <p>Your contents are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from your home but within the United Kingdom, the Isle of Man or the Channel Islands. However, for theft of your contents (excluding money), the theft must be from:</p> <ul style="list-style-type: none"> • any bank or safe deposit, or while you or any member of your family are taking the items to or from the bank or safe deposit; • a home or a building you or your family are working or living in temporarily; or • any other building if there are visible signs that force or violent means were used to get into or out of the building. <p>Money is covered away from your home only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building. The most we will pay for any one claim is the amount shown in the schedule.</p> <p>The cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>18 Loss or damage:</p> <ul style="list-style-type: none"> • to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions); • caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; • by storm, flood or malicious damage to items not in a building; • in halls of residence or student accommodation; • to any item taken out of your home to sell, display or exhibit; • during removals; or • from a caravan, mobile home or motor home. <p>Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
<p>The causes covered</p> <p>19 Rent and alternative accommodation If you cannot live in your home because of damage insured under this section:</p> <ul style="list-style-type: none"> • we will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets until you can live in your home again; and • if you are a tenant, we will also pay any rent you have to pay while you are not living in your home. The most we will pay in any one period of insurance is shown in the schedule. <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p> <p>20 Replacement locks and keys We will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; or • they are damaged inside the home by an event insured under this section. <p>If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay for any one claim is the amount shown in the schedule. This cover is provided within (not in addition to) the maximum claim limit for contents.</p> <p>21 Household removal If your contents are professionally packed and carried, we will insure you against loss or damage to the contents while they are:</p> <ul style="list-style-type: none"> • being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between your old address and your new address; • on their way to or from a furniture depository; and • being loaded or unloaded. <p>22 Fatal injury If you or any member of your family have a fatal injury:</p> <ul style="list-style-type: none"> • caused by a fire in your home; or • as a result of an assault in your home; <p>We will pay the amount shown in the schedule for the person who dies, but only if they die within 12 months of the fire or assault. The most we will pay in any one period of insurance is shown in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>19 Any amount above the amount shown in the schedule.</p> <p>20 Any amount above the amount shown in the schedule.</p> <p>21 Loss of or damage to:</p> <ul style="list-style-type: none"> • glass or other fragile items; or • property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions.) <p>22 Any amount above the amount shown in the schedule.</p>

Section 2 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>23 Wedding and civil partnership ceremony insurance The maximum claim limit under this section is increased by the amount shown in the schedule for 30 days before and 30 days after your or any member of your family's wedding day or civil partnership ceremony, to cover wedding and civil partnership ceremony gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, we will insure the wedding or civil partnership ceremony gifts against loss or damage when they are:</p> <ul style="list-style-type: none"> • in your home; • in the building where the wedding or civil partnership ceremony reception is held; or • being transported between your home and the reception. <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This increase will only affect the maximum claim limit and does not increase any other limits shown in the policy or schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>23 Any amount above the amount shown in the schedule.</p>
<p>24 Birthday increase The maximum claim limit under this section is increased by the amount shown in the schedule 30 days before any member of your family's birthday, to cover birthday gifts purchased for members of your family.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This increase will only affect the maximum claim limit and does not increase any other limits shown in the policy or schedule.</p>	<p>24 Any amount above the amount shown in the schedule.</p>
<p>25 Religious festival increase The maximum claim limit under this section is increased by the amount shown in the schedule during the month of your religious festival to cover gifts and extra food and drink bought for the religious festival.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This increase will only affect the maximum claim limit and does not increase any other limits shown in the policy or schedule.</p>	<p>25 Any amount above the amount shown in the schedule.</p>
<p>26 Guests' personal belongings We will cover your guests' and visitors' personal belongings while in your home for the causes insured 1 to 9 listed on the previous pages if they are not insured under any other policy.</p> <p>The most we will pay for any one claim is the is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>26 Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages. Loss or damage if any item is insured under any other policy. Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
<p>27 Shopping in transit</p> <p>Loss of or damage to food and other items while you are bringing them to your home from the shop or shops where you bought them.</p> <p>The most we will pay is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>27 Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen unless:</p> <ul style="list-style-type: none"> • the item is kept in a locked covered boot or glove compartment; • all access points to the vehicle are closed and locked; • any extra security systems are activated; or • there is evidence that forcible and violent entry took place. <p>Any amount above the amount shown in the schedule.</p>
<p>28 Tenant's home improvements</p> <p>If you are a tenant of your home, we will pay for loss of or damage to interior decorations and any home improvements you have paid for, as long as this loss or damage is as a result of any of the causes covered in this section.</p> <p>The most we will pay in any one period of insurance is the maximum claim limit shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>28 Any amount above the amount shown in the schedule.</p>
<p>29 Counselling fees</p> <p>If you or members of your family suffer emotional stress as a result of a cause insured under this section, we will pay you the cost of any professional counselling provided:</p> <ul style="list-style-type: none"> • we have approved the counselling; • counselling has been recommended by a qualified medical practitioner. <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>29 Any amount above the amount shown in the schedule.</p>
<p>30 Dual contents cover</p> <p>We will cover your contents up to the maximum claim limit shown in your schedule while they are in a new home that you have exchanged, but not completed contracts on, one week before you move into the new home.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>30 Any amount above the amount shown in the schedule.</p>

Section 2 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>31 Garden cover</p> <p>We will pay for loss or damage caused to hedges, lawns and plants that you own, which are outside the building but within the boundaries of the home, by any of the following:</p> <ul style="list-style-type: none"> • Theft or attempted theft; • Fire, lightning or explosion; • Storm or flood; • Malicious damage; • Accidental damage caused by any person other than you or your family; • Wild animals; • Television aerials, satellite dishes and masonry falling from the building; or • Branches falling from trees. <p>We will also pay for loss or damage to trees and shrubs caused by theft.</p> <p>If you insure both your buildings and contents under this policy and make a claim for garden cover, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>The excess shown in the schedule for every incident.</p> <p>31 Malicious damage caused by:</p> <ul style="list-style-type: none"> • you or your family; or • a person lawfully allowed to be in your home. <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by wear and tear or deterioration; • caused by natural ageing; • caused by domestic animals, birds or pets; • caused by frost; • caused by subsidence, landslip or heave; • caused by smoke or bonfires; • from light or atmospheric or climatic conditions; or • caused by insects, vermin, rot, mildew, fungus or poisoning. <p>Loss or damage caused in connection with your trade, business or profession.</p> <p>Any amount above the amount shown on the schedule.</p>
<p>32 Student belongings</p> <p>We will pay for loss or damage covered under this section to contents belonging to or the responsibility of you or a member of your family when they are in halls of residence or any other term time student accommodation where you or a member of your family are living whilst attending boarding school, college or university.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>The most we will pay for any one item is the amount shown in the schedule.</p> <p>This additional cover is only available within the United Kingdom, the Channel Islands or the Isle of Man.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>32 Loss of money.</p> <p>Loss or damage caused by theft or attempted theft unless there is evidence that forcible and violent entry took place.</p> <p>Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
<p>33 Newly acquired contents We will cover your newly acquired contents for loss or damage covered under this section for a period of 60 days from the date that you purchase them if your contents maximum claim limit is exceeded. We reserve the right not to insure any newly acquired contents after the 60th day. For this cover to apply you must agree to increase the contents maximum claim limit and pay any additional premium that is due. The most we will pay for any one claim is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>33 Any amount above the amount shown in the schedule.</p>
<p>34 Acquired disability We will pay the reasonable cost of carrying out necessary alterations to your home if you or a member of your family become permanently physically disabled during the period of insurance as a result of a sudden and unforeseen incident. Permanent physical disability means that you or a member of your family has total and permanent loss of one arm, hand, foot or leg or are registered blind. If you insure both your buildings and contents under this policy and make a claim for acquired disability, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay in any one period of insurance is shown in the schedule. This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>34 Any necessary alterations that can be recovered from another party. Any amount above the amount shown in the schedule.</p>
<p>35 Hole in one golf cover We will pay towards your drinks expenses if you record a hole in one during an official golf tournament. The score cards and a certificate from your golf club or match secretary must be submitted to us in the event of a claim. The most we will pay in any one period of insurance is the amount shown in the schedule.</p>	<p>35 Any amount above the amount shown in the schedule.</p>
<p>36 Parent's or grandparent's contents in a nursing or residential care home Contents belonging to or the responsibility of your parent or grandparent are covered for loss or damage as a result of causes 1 to 9 of this section when they are in a nursing home or residential care home where they are a permanent resident. The most we will pay for any one claim is the amount shown in the schedule. The most we will pay for any one item is the amount shown in the schedule.</p>	<p>36 Loss of money. Any amount above the amount shown in the schedule.</p>

Section 2 Contents - continued

What is insured	What is not insured
<p>The causes covered</p> <p>37 Contents in storage We will pay for loss or damage caused by fire, lightning or theft to contents belonging to or the responsibility of you or a member of your family when they are in a furniture depository for a period of up to 180 days in any one period of insurance. A furniture depository means a commercial warehouse that protects the items stored from theft, damage or weather conditions. The most we will pay in any one period of insurance is the amount shown in the schedule. This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	<p>The excess shown in the schedule for every incident.</p> <p>37 Contents in a furniture depository for longer than 180 days in any one period of insurance. Contents in a furniture depository outside the United Kingdom. Loss or damage caused by theft or attempted theft unless there is evidence that forcible and violent entry took place. Any amount above the amount shown in the schedule.</p>
<p>38 Assault in the home alternative accommodation If you or a member of your family suffers from an assault in your home, we will pay the reasonable cost of alternative accommodation for you, your family and your domestic pets for a period of up to 7 days after the assault while the physical security of your home is being improved. Assault means a violent physical attack committed by a third party who does not live at the home. The most that we will pay for any one claim is the amount shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>38 Any amount above the amount shown in the schedule.</p>
<p>39 Compulsory evacuation alternative accommodation We will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because a local authority prohibits you from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of the compulsory evacuation. If you insure both your buildings and contents under this policy and make a claim for compulsory evacuation, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident. The most we will pay in any one period of insurance is shown in the schedule. This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>39 Any amount above the amount shown in the schedule.</p>

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
<p>40 Fine art death of the artist cover</p> <p>We will increase the maximum claim limit for any item of fine art by up to 100% if the artist dies during the period of insurance. We will do this for the 6 month period immediately following the death of the artist. This increased maximum claim limit will only apply if you can produce a professional valuation or purchase receipt which is not more than 3 years old and can prove that the item of fine art has increased in value following the death of the artist.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	40 Any amount above the amount shown in the schedule .
<p>41 Fine art defective title</p> <p>We will pay for the loss of any item of fine art you have purchased if it does not have good title and has to be returned to the rightful owner.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>41 Any item of fine art that was not purchased during the period of insurance.</p> <p>Any item of fine art that was inherited or received as a gift.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>42 Data replacement</p> <p>We will pay the cost of retrieving your personal or business data, stored in a computer at your home or on a solid state drive, as a result of loss or damage covered under this section.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	42 Any amount above the amount shown in the schedule .
<p>43 Loss or damage to downloaded data</p> <p>We will pay for loss or damage covered under this section to non-recoverable electronic data that you or a member of your family have legally downloaded. If you make a claim for downloaded data we will ask you for proof that you downloaded this data.</p> <p>The most we will pay in any one period of insurance is the amount shown in the schedule.</p> <p>This cover is provided within (not in addition to) the maximum claim limit for contents.</p>	43 Any amount above the amount shown in the schedule .

Section 2 Contents optional cover – Accidental damage extension

This extension of cover applies only if shown in the **schedule**.

What is insured	What is not insured
<p>The causes covered</p>	<p>The excess shown in the schedule for every incident.</p>
<p>44 Accidental damage</p>	<p>44 Loss or damage:</p> <ul style="list-style-type: none"> • by any cause or event already covered under Section 2 Contents; • to clothing, including furs; • to documents or securities such as share or bond certificates; • to money; • to food and drink; • to sports equipment when it is being used; • to reeds, strings or drum skins of musical instruments; • to dentures while being used for eating; • to contact or corneal lenses; • to crowns, caps or fillings in teeth; and • to pedal cycle tyres caused by cuts, bursts or punctures; • caused by wear and tear or loss in value; • caused by insects, moths, vermin, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; • happening gradually over a period of time; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; • when your home is unfurnished or unoccupied; • when your home or any part of it is lent, let, sublet or lived in only by someone who is not a member of your family; • caused maliciously by you or your family or by a person lawfully allowed to be in your home; • caused by chewing, scratching, tearing or fouling by domestic animals or pets; • caused by electrical or mechanical breakdown; • caused by computer viruses; • caused by faulty workmanship or design; • to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats; • that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; • of data or information arising as a result of any computer data-processing equipment or similar device failing to correctly recognise any date or time; • to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time; • arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your contents; • that does not arise from one identifiable event which directly and immediately caused the loss or damage;

What is insured	What is not insured
	<p>The excess shown in the schedule for every incident.</p> <ul style="list-style-type: none"> caused by your power supply being cut off by the supplier; caused by a strike, a lockout or an industrial dispute; or caused by rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear. <p>Any amount over £500, unless we have agreed a higher amount in writing, for damage to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material while they are being handled.</p>

Section 2 Contents – Optional cover – Unspecified personal belongings worldwide cover extension

This cover applies only if shown in the **schedule**.

What is insured	What is not insured
<p>Your or your family's pedal cycles, personal belongings, money and credit cards are covered anywhere in the world during the period of insurance. We treat a pair or set of items as a single item. We treat a bag of golf clubs, whether or not by the same manufacturer, as a set.</p> <p>The causes covered</p> <ul style="list-style-type: none"> Loss of or damage to pedal cycles, personal belongings, money and credit cards. Financial loss if your credit card is lost or stolen and someone else uses it. <p>We will provide this cover only if you:</p> <ul style="list-style-type: none"> report the loss or theft to the local police within 24 hours of discovering the loss or theft; immediately report the loss or theft of any credit card to the credit card company; and keep to the conditions of the credit card. <p>The most we will pay</p> <ul style="list-style-type: none"> For personal belongings, the most we will pay for any one claim is the maximum claim limit shown in the schedule. The most we will pay for any one item is the maximum claim limit shown in the schedule. For money, the most we will pay for any one claim is the maximum claim limit shown in the schedule. For credit cards, the most we will pay for any one claim is the maximum claim limit shown in the schedule. 	<p>The excess shown in the schedule for every incident.</p> <p>Loss happening within the home to items which are not high-risk property.</p> <p>Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.</p> <p>Any amount above the amount shown in the schedule.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> as a result of causes 1-9 of section 2-Contents; caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; from wear and tear or loss of value; caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; caused by scratching or denting; caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; caused by chewing, scratching, tearing or fouling by domestic animals or pets; to sports equipment when it is being used; to reeds, strings or drum skins of musical instruments; to camping equipment; to documents and securities such as share or bond certificates; to portable televisions, car audio or car audio-visual equipment and car phones; to china or glass (except spectacles); to contact or corneal lenses; to dentures while being used for eating; to crowns, caps or fillings in teeth; to furniture or household goods; to trees, shrubs or plants growing in the garden; to animals; to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats;

Section 2 Contents – Optional cover – Unspecified personal belongings worldwide cover extension - continued

What is insured	What is not insured
	<p>The excess shown in the schedule for every incident.</p> <ul style="list-style-type: none"> to motor vehicles, trailers, caravans, boats or the accessories or associated equipment belonging to any of these; to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind; to pedal cycles being used or while practising for racing, pacemaking or testing of any kind; to pedal cycles you do not keep in your home when not in use; to accessories or removable parts of pedal cycles unless they are lost or damaged at the same time and by the same incident as the pedal cycle; or to pedal cycle tyres caused by cuts, bursts or punctures. <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> the item is kept in a locked covered boot or glove compartment; all access points to the vehicle are closed and locked; any extra security systems are turned on; or there is evidence that forcible and violent entry took place. <p>Theft or attempted theft of an unattended pedal cycle away from the home unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.</p> <p>Electrical or mechanical breakdown.</p>

Section 2 Contents – Optional cover – Specified personal belongings extension

This extension applies only if shown in the **schedule**.

What is insured	What is not insured
<p>Your and your family's specified personal belongings and high-risk property (that are individually listed in the schedule) are covered anywhere in the world during the period of insurance.</p> <p>The causes covered Loss or damage, but we will pay a claim for loss or theft only if you report the loss or theft to the local police within 24 hours of discovering it.</p> <p>The most we will pay The most we will pay for any specified item is the maximum claim limit shown in the schedule next to each item. If you make a claim, you will need to give us evidence that you own the item you are claiming for. For high-risk property, you will also have to provide a valuation for the item.</p>	<p>The excess shown in the schedule for every incident.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> to sports equipment when it is being used; to reeds, strings or drum skins of musical instruments; to dentures while being used for eating; to crowns, caps or fillings in teeth; from wear and tear or loss of value; to any remote controlled toys, such as drones, cars, model airplanes, helicopters or boats; caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; caused by scratching or denting; caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; or caused by chewing, scratching, tearing or fouling by domestic animals or pets.

What is insured	What is not insured
	<p>The excess shown in the schedule for every incident.</p> <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> the item is kept in a locked covered boot or glove compartment; all access points to the vehicle are closed and locked; any extra security systems are turned on; or there is evidence that forced and violent entry took place. <p>Loss or damage to portable computers caused by theft or attempted theft from a motor vehicle between 7pm and 7am. Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.</p> <p>Electrical or mechanical breakdown.</p>

Section 2 Contents Optional Cover – Pedal cycles extension

This extension applies only if shown in the **schedule**.

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

Section 3 – Personal legal protection

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

Welcome to DAS

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

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

Online law guide and document drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on **our** website, www.dashouseholdlaw.co.uk.

You can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

Helping you with your legal problems

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

When you need to make a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0345 120 8416** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether you are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next. Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

All through this section there are certain words printed in **bold**. These words have special meanings that are shown as definitions below which are only applicable to this section.

Definitions

Appointed representative

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

costs and expenses

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

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

countries covered

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

DAS Standard Terms of Appointment

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

date of occurrence

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

identity theft

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

period of insurance

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

preferred law firm

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

reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful

defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

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

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

Our Agreement

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

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

Conditions

1 Your legal representation

- a On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** 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 legal costs.
- c **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4 Assessing and recovering costs

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

5 Cancelling an appointed representative's appointment

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

6 Withdrawing cover

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

7 Expert opinion

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

8 Arbitration

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

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

9 Keeping to the policy terms

You must:

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

10 Cancelling the policy

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

11 Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, 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 or statement is made in support of a claim.

12 Claims under this policy by a third party

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

13 Other insurances

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

14 Law that applies

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

What we will pay	What we will not pay
<p>We will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, provided that:</p> <ul style="list-style-type: none">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 £50,000b 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 existd 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, ande 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.	<ul style="list-style-type: none">a In the event of a claim, if you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by usb The first £250 of any claim for legal nuisance or trespass. You must pay this as soon as we accept the claim. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has reasonable prospects). If you do not pay this amount the cover for your claim could be withdrawn.

What is insured	What is not insured
<p>Incidents that are insured</p> <p>1 Employment disputes A dispute relating to your contract of employment. Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none">a any claim relating solely to personal injuryb a settlement agreement while you are still employed.

What is insured	What is not insured
<p>Incidents that are insured</p> <p>2 Contract disputes A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:</p> <ul style="list-style-type: none"> a buying or hiring in goods or services b selling goods. <p>Please note that:</p> <ul style="list-style-type: none"> i you must have entered into the agreement or alleged agreement during the period of insurance, and ii the amount in dispute must be more than £250, including VAT. 	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT) b the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim) c a dispute arising from any loan, mortgage, pension, investment or borrowing d a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters e a motor vehicle owned by or hired or leased to you.
<p>3 Property protection A civil dispute relating to your principal home, or personal possessions, that you own, or are responsible for, following:</p> <ul style="list-style-type: none"> a an event which causes physical damage to such property but the amount in dispute must be more than £100 b a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it) c a trespass. <p>Please note you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> i a contract you have entered into ii any building or land except your main home iii someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority iv work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage v mining subsidence vi adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession) vii the enforcement of a covenant by or against you
<p>4 Personal injury A specific or sudden accident that causes your death or bodily injury to you.</p> <p>Please note that we will not defend your legal rights but we will cover defending a counter-claim.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a illness or bodily injury that happens gradually b psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you c clinical negligence (please refer to insured incident 5 Clinical Negligence).
<p>5 Clinical Negligence An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> a the failure or alleged failure to correctly diagnose your condition b psychological injury or mental illness that is not associated with you having suffered physical bodily injury.
<p>6 Tax protection A comprehensive examination by HM Revenue & Customs that considers all areas of your self-assessment tax return, but not enquiries limited to one or more specific area.</p>	<ul style="list-style-type: none"> a Any claim if you are self-employed, or a sole trader, or in a business partnership. b An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.
<p>7 Legal defence Costs and expenses to defend your legal rights if an event arising from your work as an employee leads to</p> <ul style="list-style-type: none"> a you being prosecuted in a court of criminal jurisdiction b civil action being taken against you under: <ul style="list-style-type: none"> • discrimination legislation • under data protection legislation 	<ul style="list-style-type: none"> 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.

Section 3 Contents – Personal legal protection - continued

What is insured	What is not insured
<p>Incidents that are insured</p> <p>8 Missing Work Your absence from work:</p> <ul style="list-style-type: none"> 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. 	Any claim if you are unable to prove your loss.
<p>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.</p>	Any claim if you are unable to prove your loss.

Policy exclusions relating to this section

We will not pay for the following:

1 Late reported claims

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

2 Costs we have not agreed

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

3 Court awards and fines

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

4 Legal action we have not agreed

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

5 Defamation

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

6 A dispute with DAS

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

7 Judicial review

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

8 Nuclear, war and terrorism risks

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

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

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

9 Litigant in person

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

10 Inappropriate Conduct

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

Data Protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use **your** information.

We may collect personal details, including **your** name, address and, on occasion **your** medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claim handling and providing legal advice.

Who we are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

How we will use your information

We may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give **you** legal advice on non-European Union law.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

Got a question?

If **you** have any questions or comments about how **we** store, use or protect your information, or if **you** wish to request to see the information held about **you**, **you** can do this by calling **0345 120 8416**, by writing to the Data Protection Officer at **our** DAS Head Office address - please see page 8 or by visiting **www.das.co.uk**

Our Head and Registered Office

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

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

Financial Services Compensation Scheme

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

www.fscs.org.uk

DAS Law Limited Head and Registered Office:

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

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

Registered in England and Wales

Company Number 103274

Website www.daslawassist.co.uk

Section 4 – Identity theft protection

This section applies automatically.

Thank **you** for taking out a **DAS** Identity Theft Protection policy. To make sure **you** get the most from **your DAS** cover, please take the time to read this policy, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

All through this section there are certain words printed in **bold**. These words have special meanings that are shown as definitions below which are only applicable to this section.

Definitions

Identity theft

The theft or unauthorised use of an **insured person's** personal identification which has or could result in the unlawful use of their identity.

Communication costs

The cost of phone calls, faxes or postage (including registered post), and the cost of replacement documents.

Insured Person

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them.

Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work while travelling to or from or attending court to defend or resolve an **identity theft** case at the request of the **representative**. **We** will calculate the amount to the nearest half day assuming that a whole day is eight hours.

The amount **we** will pay is based on the following:

- if the **insured person** works full-time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

Territorial limit

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

We/Us/Our

DAS Legal Expenses Insurance Company Limited.

What is insured	What is not insured
<p>We will provide the following cover to an insured person who is resident in the territorial limit.</p> <p>Identity Theft Helpline Service We will provide an insured person with detailed guidance and advice over the phone in respect of any concerns about being or becoming a victim of identity theft. For help phone 0345 120 8418 Lines are open 8am-8pm, 7 days a week.</p> <p>Identity Theft Support Service Following a call to the Identity Theft Helpline Service, we will help restore an insured person's identity and credit status if they have become a victim of identity theft. The Identity Theft Support Service will assign a personal caseworker who will provide telephone advice and a personal action plan to help regain the insured person's identity. The action plan could include information on how to obtain credit reports, which organisations to contact, how to file a police report and template letters.</p> <p>We will pay communication costs for the insured person in respect of reporting an identity theft and in communicating with the police, credit agencies, financial service providers, other creditors, debt collection agencies or legal counsel.</p>	

What is insured	What is not insured
<p>Legal Expenses</p> <p>Following an insured person's identity theft:</p> <ol style="list-style-type: none"> 1 we will pay legal costs to reinstate the insured person's identity including costs for the signing of statutory declarations or similar documents; 2 we will negotiate for the insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft; 3 we will pay loan rejection fees and any re-application administration fee for a loan when the insured person's original application has been rejected; 4 we will pay an insured person's attendance expenses. Provided that <ol style="list-style-type: none"> i the insured person files a police report and notifies banks and building societies as soon as possible; and ii the insured person tells us if they have previously been subjected to identity theft; and iii the insured person takes all reasonable action to prevent continued unauthorised use of their identity. 	<ol style="list-style-type: none"> 1 Fraud committed by an insured person under this policy. 2 Losses arising from an insured person's business activities.

If you need to make a claim

If **you** make a claim for Identity Theft Protection **you** may be required to provide documented evidence such as requests from providers of finance or credit for the repayment of debt, receipts for expenses **you** have incurred, invoices for loan rejection fees and proof of earnings.

Section 5 – Home Assistance

This section applies automatically.

Thank **you** for taking out a DAS Home Emergency policy. To make sure **you** get the most from **your** DAS cover, please take the time to read this policy, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

How we can help

Before asking for help, please check that the problem is covered by this policy. It is important that **you** contact **our** assistance centre as soon as possible after the **home** emergency and within 48 hours of becoming aware of the problem. **Our** phone lines are open 24 hours a day, 365 days a year. Do not arrange for a contractor yourself, as **we** will not pay for this.

When we cannot help

In a situation that could result in serious risk to **you** or substantial damage to **your home**, **you** should immediately contact the emergency services (fire, police or ambulance). 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 water or electricity, **you** should also contact any company responsible for supplying the service.

We will pay a claim only if **we** have given **our** agreement and only if there is someone at **home** when **our** approved contractor arrives.

All through this section there are certain words printed in **bold**. These words have special meanings that are shown as definitions below which are only applicable to this section.

Definitions

Home

Your main home (having no more than 15 rooms) situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

Insured person/people

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 but not cold-water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hotwater systems or any form of solar heating.

Period of cover

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

Plumbing and drainage

The cold-water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible. This does not include:

- a pipes for which **your** water supply or sewerage company are responsible;
- b rainwater drains and soakaways.

Vermin

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

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

Conditions

- 1 Claims must be reported to **us** as soon as possible and no later than 48 hours after you first become aware of the **INSURED INCIDENT**.
- 2 An **insured person** must:
 - a keep to the terms and conditions of this policy;
 - b maintain the **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 the **home**;
 - c try to prevent anything happening that may cause a claim;
 - d take reasonable steps to keep any amount **we** have to pay as low as possible.
- 3 **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 the business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

- 4 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
- 5 **We** will not pay for losses that are not directly covered by this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an **INSURED INCIDENT**.
- 6 **We** will not pay a claim covered under another policy. **We** will not pay a claim that would have been covered by another policy if this policy did not exist.
- 7 This policy will be governed by English law.
- 8 **We** will at **our** discretion, void the policy (make it invalid) from the date of the claim, or alleged claim, and/or **we** will not pay the claim if:
 - a a claim an **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.

What is covered	What is not covered
<ol style="list-style-type: none"> a Your policy covers you for insured incidents that are sudden, unexpected, and require immediate corrective action to: <ol style="list-style-type: none"> i prevent damage or further damage to your home; ii make your home safe or secure; or iii relieve unreasonable discomfort, risk or difficulty to an insured person. b Your policy covers you only if you have paid your premium. We agree to provide the insurance in this policy, subject to its terms, conditions and exclusions, as long as the INSURED INCIDENT happens during the period of cover. c We will pay up to £500 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an INSURED INCIDENT. d If your home remains uninhabitable overnight following an INSURED INCIDENT, we will pay up to £250 for hotel accommodation on a room-only basis for insured people. e If this policy does not cover the service you need, we will try (if you wish) to arrange it at your expense. The terms of such a service are a matter for you and your supplier. 	<ol style="list-style-type: none"> 1 A claim following an INSURED INCIDENT which happens during the first 48 hours from the start of your period of cover if you take out this policy at a different time from any other related agreement. 2 An incident or matter arising before the start of this policy. 3 A claim where your home has been left unoccupied for 30 consecutive days. 4 A claim where we have given instructions relating to the help we are providing and the insured person has not followed them. 5 Costs incurred where our approved contractor has attended but your home was unoccupied. 6 Costs incurred before an insured person has notified us of an INSURED INCIDENT. 7 A claim arising from a deliberate act or omission by an insured person. 8 A property that you rent or let or that you own that is not your main residence. 9 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) and the replacement of parts that tend to gradually wear out or need regular attention. 10 A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer. 11 A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use. 12 Damage caused gaining necessary access to, or in reinstating the fabric of, your home. 13 A claim 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 source. 14 Damage to boundary walls, gates, hedges, fences or outbuildings and damage that only affects garages. 15 The malfunction or blockage of septic tanks, cess pits or fuel tanks. 16 A claim arising from subsidence, landslip or heave. 17 Homes with more than 15 rooms. 18 Your failure to follow recommendations made by us or a contractor on vermin prevention and hygiene measures.

Section 5 – Home Assistance - continued

Insured incidents

1 Roof damage

Any damage to the roof of **your home** where internal damage has been caused or is likely.

2 Plumbing & drainage

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.

3 Main heating system

Sudden failure to function of the **main heating system** in **your home**.

4 Home security

Damage or the failure of external doors, windows or locks which compromises the security of the **home**.

5 Domestic power supply

The failure of **your home's** domestic electricity, or domestic gas supply, but not the failure of the mains supply.

6 Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only or of all toilets in **your home**.

7 Lost keys

The loss of the only available set of keys to **your home** if **you** cannot replace them, or gain normal access.

8 Vermin

The sudden infestation by vermin in **your home** which prevents the use of the loft or one or more rooms in **your home**. The infestation of any domestic outbuilding or garage or the removal and/or control of bees' nests or the removal of any pests is not covered.

How to make a claim

To claim under this section of your policy, please phone us on 0345 120 8420 and state:

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

When **you** have given **us** details of your claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to help **you** as quickly as possible. **We** will tell **you** what to do next.

All phone calls to **us** are monitored and may be recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call. Please note that remote locations and bad weather may affect **our** normal standards of service.

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for **your** personal data. Please ask **your insurance adviser** if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

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

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

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

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

Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

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

Your rights

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

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

How to make a complaint

Should there ever be an occasion where you need to complain, we'll do our best to address this as quickly and fairly as possible.

We'll try to resolve your complaint as quickly as we can.

If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

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

If you've a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/make-a-complaint (please include your policy number and claim number if appropriate).

Our address:
Customer Services Adviser
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

What to do if you're not happy with our response

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response you've the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman doesn't affect your right to take your dispute to the courts.

You can find out more about how to complain to the Ombudsman online at: www.financial-ombudsman.org.uk.

Alternatively, you can write to the Ombudsman at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

By phone: **0800 023 4567**

By email: complaint.info@financial-ombudsman.org.uk

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

If you choose to take a dispute to the courts, this contract is governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit www.fscs.org.uk or telephone **0800 678 1100** or **020 7741 4100**.

Personal Legal Protection Complaints

If **your** complaint is in relation to section 3, 4 or 5.

DAS will always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

Phoning **0344 893 9013**

Emailing **customerrelations@das.co.uk**

Writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**

Completing **our** online complaint form at **www.das.co.uk/about-das/complaints**

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we've** been unable to respond to **your** complaint within 8 weeks, **you** can, provided **you** are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

Phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**

Emailing **complaint.info@financial-ombudsman.org.uk**

Writing to **The Financial Ombudsman Service, Exchange Tower, London E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**

Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

To make a claim, call 0345 168 5685
Please add this number to your mobile phone

Ageas Insurance Limited

Registered address

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

www.ageas.co.uk

Registered in England and Wales No 354568

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