

# Specialist

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# Home Insurance

# Introduction

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Thank you for choosing to insure with **Us**. **We** hope **You** will be happy with the cover provided by this Policy and the service **You** receive from **Us**.

This Policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by an insurer or consortium of insurers, details of which are shown on the Policy **Schedule**.

This Policy document should be read together with the **Schedule** and any **Endorsement(s)**, applying to **Your** Policy, as they form this legally binding contract of insurance between **You** and **Us**.

The Policy is divided into a number of different Sections. Please check the **Schedule** to see which Sections are in force and how much **You** are insured for under each Section.

**We** will pay for any loss, damage, injury, costs or liability described in this Policy arising from events happening during the **Period of Insurance** for which **You** have paid or agreed to pay, and **We** have accepted the premium.

This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Geo Personal Lines  
The Octagon  
Middleborough  
Colchester  
CO1 1TG  
Telephone: 0330 123 3307  
Email: household@geounderwriting.com

**Your** Policy is arranged by Geo Personal Lines.

Geo Personal Lines is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987. Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD, Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400.

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This Policy has several sections, check **Your Schedule** to see which sections are in force.

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# Useful Information

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## Your responsibilities

In order to protect **Your** property to its fullest extent, **You** should insure for the full re-building cost of the **Building(s)** and the full replacement costs as new (less an amount for wear and tear on clothing and household linen) of the **Contents** concerned.

*Remember*, if **Your** property is not insured to its fullest extent, claim payments may be reduced. **You** can change **Your** sums insured at any time – **You** do not have to wait for renewal.

The property must be maintained to a good state of repair.

**You** are required to comply with all terms and conditions under this Policy.

## Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge, then **Your** Policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

## Changes to Your Information

Information provided by (or on behalf of) **You** and any assumptions made about **You** and/or **Your** property and/or the use of **Your** property, has been relied upon by **Us** to calculate a premium and apply the terms and conditions upon which this insurance cover has been offered.

**You** must tell **Us** immediately if there are any changes to this information. If **We** agree to **Your** change, it may result in an additional or return premium and may be subject to an administration charge.

The changes that **You** should tell **Us** about include but are not limited to:

- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If the property is used for business and the type of business use;
- If the property is no longer **Your** main residence;
- If the property is let or sublet;
- If there are paying guests or lodgers;
- If the number of consecutive days that the property is **Unoccupied** increases;
- If the property becomes permanently **Unoccupied** (i.e. not lived in, or intended to be lived in or insufficiently furnished for normal living purposes);
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings** Insurance with **Us**);
- If the **Contents** or **Valuables and Personal Effects** sum insured changes (if **You** have these sections insured with **Us**);

## Useful Information – continued

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- If there are any renovations or building works being carried out, or due to commence, at **Your Home**;
- If the type of locks or alarm should change, or if **You** no longer have an alarm maintenance contract in force;
- If the property is no longer self-contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, i.e. cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided.

If **You** are not sure what changes are relevant, please contact **Your** insurance advisor or **Us** for confirmation.

If the changes **You** make mean **We** can no longer insure **You**, **We** will give **You** a notice of cancellation. Please see General Conditions, 2 "CANCELLATION on page 50

Please note that if **You** do not tell **Us** about any changes to **Your** information, **Your** Policy may be cancelled or **Your** claim rejected or not fully paid.

### Administration Charge

**We** reserve the right to apply an administration charge of up to £10.00 (subject to insurance premium tax where applicable) for any adjustments **You** make to **Your** Policy.

### Use of language

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

### Index Linking

Please refer to **Your** Policy **Schedule** to check whether Index Linking applies to **Your** sums insured.

If Index Linking does apply, the sums insured on **Your Schedule** for Section 1 **Buildings** and Section 2 **Contents** will be adjusted monthly in line with:

- a) **Buildings** – the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.
- b) **Contents** – the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

No charge will be made for this during each year but anniversary premiums will be calculated on the adjusted sums insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.

# Definitions

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The following words and phrases will have the same meaning wherever they appear in this Policy, other than in titles and paragraph headings, unless otherwise shown in a particular Policy Section. To help identify these words they will appear in **bold** in this Policy wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

## **Buildings**

The **Home** and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the **Land**.

## **Clauses or Endorsements**

Any variation or addition to the terms of the Policy.

## **Computer System**

Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not **Your** property.

## **Contents**

Household goods and personal property. **Money** and **Valuables** all belonging to or the responsibility of **You** or **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the Home.

The term **Contents** does not include: any permanent fixture and fittings, property or **Money** held for professional or business purposes, securities and documents of any kind, any living creature aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories.

## **Excess**

The first part of any claim **You** have to bear as stated in the Policy wording unless otherwise stated by **Endorsement** within the Policy **Schedule**.

***Note:** -If more than one Policy section is affected by the same claim only one **Excess** will be deducted.*

*If the **Excesses** under each section are different the higher **Excess** will be deducted.*

## **Home**

The private dwelling and its domestic outbuildings and garages at the address shown in the **Schedule**.

## **Land**

The land belonging to the **Home**.

## **Money**

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

## **Policyholder/You/Your**

The person(s) named as the **Policyholder** in the **Schedule**.

## **Schedule**

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the period of insurance, and the sections of the Policy which apply.

## Definitions – continued

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### United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

### Unoccupied

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 60 consecutive days.

### Unspecified Personal Effects and Clothing

Personal property which is designed to be worn or carried on or about the person but does not include:- contact or corneal lenses.

### Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs.

### We/Us/Our

A leading UK insurer (or insurers) as detailed on the Policy **Schedule** and Geo Personal Lines as administrators of the Policy.

### You/Your Family

**You**, **Your** spouse or **Your** partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who normally live with **You** permanently.

# How to make a Claim

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Please first read this Policy and **Your Schedule** to check that **You** are covered. Please refer to and follow the Notification and Conduct of Claims on page 49.

To register a claim contact

Geo Personal Lines

Lacy Way,

Lowfields Business Park,

Elland,

HX5 9DB

Telephone on 01302 303 650 or 0345 074 4760

Email [household@geounderwriting.com](mailto:household@geounderwriting.com)

Tell **Us** what happened. Let **Us** have as much information as possible. **We** will verify **Your** cover and arrange to send **You** a claim form so that **We** can deal with **Your** claim as quickly as possible.

If **You** need to ask any questions during **Your** claim, please call **Us** on the above number.

## 24 Hour Emergency Home Assistance

This service is provided by DAS Legal Expenses Insurance Company Limited (DAS), DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

**Please check Your Schedule to see if this cover is in force.**

Telephone Number: **0800 783 1246**

Quoting Reference: **TS3/414 7340**

In the unfortunate event that **You** need emergency repairs to **Your Home**, please call our DAS helpline and **We** will arrange for one of their panel of reputable contractors to come to **Your Home** to assess the problem and carry out any immediate repair work.

This Policy offers 24 hour home assistance within **Your Home** for emergencies associated with:

- Plumbing and Drainage
- The Main Heating System
- Your Domestic Power Supply
- The Toilet Unit
- Home Security
- Lost Keys

Please see Section 7 for full details of cover and exclusions.

## How to make a Claim – continued

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### 24 Hour Legal Advice Helpline

This service is provided by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Please check **Your Schedule** to see if this cover is in force.

Phone Number: 0117 934 0570

Quoting Reference: TS3/3685436

Confidential expert advice from a team of specialists, which includes Lawyers, Personnel Consultants and Accountants. They will advise **You** on the steps **You** may need to take either on **Your** own or with the help of a Solicitor or other adviser and the possible costs **You** may incur.

The Helpline can assist **You** to solve **Your** legal problems on all areas of the law, e.g.:

- Employment Disputes
- Contract Disputes
- Personal Injury
- Property Protection

No matter how complex the problem, the Helpline will put **You** in touch with legal experts to give **You** advice.

### **Please note**

The service providers will not accept responsibility if the Helpline Service fails for reasons beyond their control.

To check and improve service standards, the service provider records all calls.

# Complaints

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If at any time **You** have a complaint about the services provided to **You** by Geo Personal Lines, then **You** should contact:

Geo Personal Lines,  
Direct House,  
Lacy Way,  
Lowfields Business Park,  
Elland,  
HX5 9DB.  
Telephone: 01302 303 650 or 0345 074 4760  
Email: [Complaints@geounderwriting.com](mailto:Complaints@geounderwriting.com)

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded, and **Your** comments analysed to help improve the service offered. Complaints which **Your** insurer are required to resolve will be passed to them and **You** will be notified if this happens.

If at any time **You** have a complaint about the services provided by the insurer of all sections of the Policy, except the Family Legal Protection and Emergency Home Assistance sections, then **You** should contact the Complaints Officer of the insurer shown in the insurer **Endorsement** on **Your** Policy **Schedule**.

If **Your** complaint is about the service provided by the insurer of the Family Legal Protection or Emergency Home Assistance Sections, **You** should contact:

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

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567 (free from landlines) or  
Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Section 1 - Buildings

Your Schedule tells You if this Section is in force.

We will pay for	We will not pay for
<p><b>A. The Basic Cover</b> Loss of or damage to <b>Buildings</b> caused by:</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b>. <b>A.</b></p>
<p>1. Fire, explosion, lightning, earthquake.</p>	
<p>2. Smoke.</p>	<p>2. Damage caused by any gradually operating cause.</p>
<p>3. Riot, civil commotion, labour or political disturbances.</p>	
<p>4. Malicious persons or vandals.</p>	<p>4. Loss or damage caused by persons lawfully in the <b>Home</b>. Loss or damage caused while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p>5. Storm or flood.</p>	<p>5. Loss or damage caused by freezing. Loss of or damage to hedges, gates and fences.</p>
<p>6. Escape of water or oil escaping from a fixed heating system or domestic water installation, washing machines or dishwashers.</p>	<p>6. Damage caused while the <b>Home</b> is <b>Unoccupied</b>. Damage to the installation or appliance itself unless freezing causes the damage.</p>
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage caused by <b>You</b> or <b>Your Family</b> or any tenant or any person lawfully in the <b>Home</b>. Loss or damage occurring while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p>8. Collision involving aircraft, or aerial devices or anything dropped from them, vehicles, trains or animals.</p>	<p>8. Loss or damage caused by domestic pets.</p>
<p>9. Falling trees or branches, lamp posts or telegraph poles.</p>	<p>9. Damage to hedges, gates and fences. Damage caused by felling or lopping of trees.</p>
<p>10. Falling receiving aerials (including satellite dishes)</p>	<p>10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.</p>

## Buildings – continued

We will pay for	We will not pay for
<p>11. Subsidence or heave of the site on which the <b>Buildings</b> stand, or landslip.</p>	<p>11. The first £1,000 of any claim.</p> <p>Damage resulting from the foundations settling, shrinking or expanding.</p> <p>Damage resulting from coastal or river erosion.</p> <p>Damage resulting from faulty workmanship or the use of defective materials.</p> <p>Damage resulting from demolition, alteration or repair to the <b>Buildings</b>.</p> <p>Damage resulting from the bedding down of new structures or settlement of made-up ground.</p> <p>Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the <b>Home</b> are damaged by the same cause, and at the same time.</p> <p>Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the <b>Home</b> are damaged by the same cause, and at the same time.</p> <p>Diminution of Market Value.</p>
<p><b>B. Damage to Plumbing Installations by Freezing</b></p> <p>Damage to interior fixed domestic heating or water installations caused by freezing.</p>	<p><b>B.</b></p> <p>Damage caused while the <b>Home</b> is <b>Unoccupied</b></p>
<p><b>C. Breakage of Fixed Glass and Sanitary Fittings</b></p> <p>Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the <b>Home</b>.</p>	<p><b>C.</b></p> <p>Breakage caused while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p><b>D. Damage to Underground Services</b></p> <p>Accidental damage to underground services to the <b>Home</b> for which <b>You</b> are legally responsible.</p>	<p><b>D.</b></p> <p>Damage caused whilst clearing, or attempting to clear a blockage.</p>

## Buildings – continued

We will pay for	We will not pay for
<p><b>E. Additional Costs</b></p> <p>The additional costs of:</p> <ul style="list-style-type: none"> <li>a) complying with government or local authority requirements.</li> <li>b) architects, surveyors and other professional fees.</li> <li>c) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by this section.</li> </ul>	<p><b>E.</b></p> <ul style="list-style-type: none"> <li>a. costs for complying with requirements notified before the loss or damage occurred</li> <li>b) fees charged for preparing any claim under this Policy.</li> </ul>
<p><b>F. Temporary Accommodation and Loss of Rent</b></p> <p>Up to 20% of the sum insured on <b>Buildings</b> for:</p> <ul style="list-style-type: none"> <li>a) the reasonable costs of <b>Your</b> temporary accommodation.</li> <li>b) loss of rent payable to <b>You</b>. during the period necessary to restore <b>Your</b> private dwelling to a habitable condition, as a result of loss or damage insured by section 1A- The Basic Cover.</li> </ul>	
<p><b>G. Moving Home</b></p> <p>If <b>You</b> are selling the <b>Home</b> the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the <b>Home</b> is not insured under another policy.</p>	
<p><b>H. Tracing and accessing leaks</b></p> <p>In the event of damage to the <b>Buildings</b> caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the <b>Home</b>, <b>We</b> will pay the reasonable costs, up to £5,000 for removing and replacing any other part of the <b>Buildings</b> necessary to find and repair the source of the leak.</p>	
<p><b>I. Emergency Access</b></p> <p>Damage to <b>Your Home</b> caused by forced access to attend a medical emergency or an event which could result in damage to the <b>Home</b>.</p>	

## Accidental Damage Option

We will pay for	We will not pay for
<p>J. Accidental Damage Accidental damage to the <b>Buildings</b>.</p>	<p>J</p> <p>Damage caused while the <b>Home</b> is lent, let, sub-let, or <b>Unoccupied</b>.</p> <p>Damage which is specifically excluded elsewhere in Section 1 – <b>Buildings</b>.</p> <p>The cost of maintenance Damage caused by settlement or shrinkage of the <b>Buildings</b>.</p> <p>Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.</p> <p>Damage caused by faulty workmanship or design or the use of defective materials.</p>

## Settlement of Claims

Provided that at the time of loss or damage the sum insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a) the cost of repair, or
- b) the cost of replacement.

**We** will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

If the **Buildings** are not in good repair or if repair or replacement is not carried out, **We** will at **Our** option pay:

- a) the cost of repair or replacement less a deduction for wear and tear and depreciation, or
- b) for the reduction in market value caused by the loss or damage.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the Additional Costs described in paragraph **E** of this Section.

The total amount payable under Sections **A-E** will not exceed the sum insured.

The sum insured will not be reduced by the amount of any claim.

### Underinsurance

If the sum insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

For example, if the sum insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

### Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite, or one of a number of items of similar nature, colour or design.

# Section 2 - Contents

Your Schedule tells You if this Section is in force.

We will pay for	We will not pay for
<p><b>A. The Basic Cover</b> Loss of or damage to <b>Contents</b> whilst contained within the <b>Home</b> caused by:</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b></p>
<p>1. Fire, explosion, lightning, earthquake</p>	
<p>2. Smoke</p>	<p>2. Damage caused by any gradually operating cause.</p>
<p>3. Riot, civil commotion, labour or political disturbances</p>	
<p>4. Malicious persons or vandals</p>	<p>4. Loss or damage caused by persons lawfully in the <b>Home</b>. Loss or damage caused while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p>5. Storm or flood</p>	
<p>6. Escape of water or oil escaping from a fixed heating system or domestic water installation, washing machines or dishwashers</p>	<p>6. Loss or damage caused while the <b>Home</b> is <b>Unoccupied</b>. Damage to the installation or appliance itself.</p>
<p>7. Theft or attempted theft</p>	<p>7. Loss of <b>Money</b> unless involving forcible and violent entry to or exit from the <b>Home</b>. Loss or damage occurring while the <b>Home</b> or any part is lent, let or sub-let unless involving forcible and violent entry to or exit from the <b>Home</b>. Loss or damage caused while the <b>Home</b> is <b>Unoccupied</b>. Loss or damage contributed to or caused by <b>You, Your Family</b> or any domestic employee or attendant or person lawfully in the <b>Home</b>. Loss by deception unless deception is only used to gain entry to the <b>Home</b>. Any amount exceeding £5,000 from outbuildings (other than garages) Loss or damage to pedal cycles unless in a building or securely locked to an immovable object.</p>

## Contents – continued

We will pay for	We will not pay for
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals	8. Loss or damage caused by domestic pets.
9. Falling trees or branches, lamp posts or telegraph poles	
10. Falling receiving aerials (including satellite dishes) and their fittings or masts	10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. Subsidence or heave of the site on which the <b>Buildings</b> stand, or landslip	11. Damage resulting from coastal or river erosion. Damage resulting from the foundations settling, shrinking or expanding. Damage resulting from faulty workmanship or the use of defective materials. Damage resulting from demolition, alteration or repair to the <b>Buildings</b> . Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the <b>Home</b> are damaged by the same cause and at the same time.

## Contents – continued

We will pay for	We will not pay for
<p><b>B. Breakage of Glass and Mirrors</b> Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the <b>Home</b>.</p>	<p><b>B.</b> Breakage caused while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p><b>C. Damage to Electrical Equipment</b> Accidental damage to televisions, (including satellite dishes and television aerials fixed to the <b>Home</b>), radios, home computers, audio and video equipment in the <b>Home</b>.</p>	<p><b>C.</b> Damage to items designed and intended to be portable including video cameras, camcorders, and portable computer equipment. Damage to records, films, tapes, cassettes, discs, cartridges, styli, or computer software. Damage caused by wear and tear, mechanical or electrical breakdown. Damage caused by cleaning, repair, restoration or use contrary to manufacturer's instructions. Damage caused while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p><b>D. Household Removal</b> Accidental loss or damage to <b>Contents</b> while in direct transit by a professional removal contractor from the <b>Home</b> for permanent removal to another address within the <b>United Kingdom</b>.</p>	<p><b>D.</b> Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer. Loss or damage caused by scratching, denting or bruising. Loss of or damage to <b>Contents</b> in storage. Loss or damage insured under another Policy. Loss of <b>Money</b></p>

## Contents – continued

We will pay for	We will not pay for
<p><b>E. Contents Temporarily Removed</b> Up to 20% of the <b>Contents</b> sum insured for loss or damage to Contents temporarily removed from the <b>Home</b> but within the <b>United Kingdom</b> caused by: -</p> <ul style="list-style-type: none"> <li>a) Circumstances as described in Section 2A – The Basic Cover, but excluding Theft.</li> <li>b) Theft               <ul style="list-style-type: none"> <li>i) from or while in direct transit to or from a bank or safe deposit.</li> <li>ii) from any <b>Building</b> where <b>You</b> or <b>Your Family</b> are employed or carry on a business or are in temporary residence.</li> <li>iii) from any other building.</li> </ul> </li> </ul>	<p><b>E.</b></p> <p>Loss of or damage to <b>Contents</b> :-</p> <ul style="list-style-type: none"> <li>- For sale, or away on exhibition or in a furniture depository.</li> <li>- In the open caused by storm, flood or malicious damage.</li> <li>- In the custody or control of <b>You</b> or <b>Your Family</b> whilst temporarily living away from the <b>Home</b> for the purpose of education.</li> <li>- By theft unless involving forcible and violent entry to or exit from a building</li> <li>- Any amount exceeding £5,000 from outbuildings.</li> </ul>
<p><b>F. Temporary Accommodation</b> Up to 20% of the <b>Contents</b> sum insured for the reasonable costs of <b>Your</b> temporary accommodation during the period necessary to restore <b>Your</b> private dwelling to a habitable condition, as the result of loss or damage insured by Section 2A – The Basic Cover.</p>	
<p><b>G. Theft of Keys</b> Up to £500 for the replacement of external door locks and keys to the <b>Home</b> if keys are stolen.</p>	
<p><b>H. Tenants Liability</b> Up to 20% of the <b>Contents</b> sum insured for damage to the <b>Buildings</b> as described in Section 1A – The Basic Cover, Section 1B, 1C 1D and 1E of Section 1 - <b>Buildings</b>.</p>	<p><b>H.</b></p> <p>Loss or damage excluded in Section 1A – The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 – <b>Buildings</b>.</p>
<p><b>I. Metered Water and Loss of Oil</b> Up to £1,000 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the <b>Home</b>.</p>	<p><b>I.</b></p> <p>Loss or damage caused while the <b>Home</b> is <b>Unoccupied</b>.</p>

## Contents – continued

We will pay for	We will not pay for
<p><b>J. Contents in the Open</b> Up to £1,500 for loss or damage to <b>Contents</b> not contained within the <b>Home</b> but still within the boundaries of the <b>Land</b> caused by circumstances as described in Section 2A – The Basic Cover.</p>	<p><b>J.</b> Loss or damage to trees, shrubs, plants or garden products. Loss or damage while the <b>Home</b> is <b>Unoccupied</b>.</p>
<p><b>K. Christmas Increases</b> The <b>Contents</b> sum insured is automatically increased 10% during the month of December.</p>	
<p><b>L. Wedding Gifts Cover</b> Up to 10% of the <b>Contents</b> sum insured for loss or damage to wedding gifts caused by the circumstances described in Section 2A – The Basic Cover for one month before and one month after the wedding day of <b>You</b> or <b>Your Family</b>. Cover applies while in:-</p> <ol style="list-style-type: none"> <li>a) the <b>Home</b></li> <li>b) the building where the reception is held</li> <li>c) the married couples' home</li> <li>d) transit between any of the places specified above.</li> </ol>	
<p><b>M. Title Deeds</b> Up to £1,500 for the cost of preparing new title deeds to the <b>Buildings</b> if they are lost or damaged by circumstances described in Section 2A – The Basic Cover when in the <b>Home</b> or in <b>Your</b> bank.</p>	
<p><b>N. Contents at University/ College</b> Loss of or damage to <b>Contents</b> temporarily removed from the <b>Home</b> but still within the <b>United Kingdom</b>, for the purpose of attending a college, university or boarding school caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £5,000.</p>	<p><b>N.</b> Loss of or damage to <b>Contents</b></p> <ul style="list-style-type: none"> <li>- by theft unless involving forcible and violent entry to or exit from a building.</li> <li>- insured under any other Policy.</li> </ul>

## Contents – continued

We will pay for	We will not pay for
<p><b>O. Business Usage at Home</b> Loss or damage to office equipment used in connection with <b>Your</b> business whilst in the <b>Home</b> caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £5,000.</p>	<p><b>O.</b> Loss of or damage caused whilst the <b>Home</b> is lent, let sub-let or <b>Unoccupied</b>.  Loss of or damage to items not specifically used for clerical purposes.</p>
<p><b>P. Fatal Accident Benefit</b> £5,000 maximum cash sum if <b>You</b> or <b>Your</b> spouse, separately or together, die within 3 months of an injury caused in <b>Your Home</b> by fire or thieves.</p>	
<p><b>Q. Emergency Access</b> Damage to <b>Your Home</b> caused by forced access to attend a medical emergency or an event which could result in damage to the <b>Home</b>.</p>	
<p><b>R. Frozen Food</b> Up to £1,000 for spoilage of domestic food in any freezer in the <b>Home</b> caused by a malfunction or rise or fall in temperature in the freezer.</p>	<p><b>R.</b> Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the <b>Home</b>. Food held for business purposes.</p>
<p><b>S. Personal Money and Credit Cards</b> Cover applies anywhere in the world</p> <p>a) <b>Personal Money</b> Personal <b>Money</b> up to £1,000 in total</p> <p>b) <b>Fraudulent Use of Credit Cards</b> Financial loss from fraudulent use by any unauthorised person of credit cards held for social, domestic and pleasure purposes for which <b>You</b> are responsible for a total amount not exceeding £500</p>	<p><b>S.</b></p> <p>a) Loss of <b>Money</b> by mistake in change, counting or overpayment  Loss of <b>Money</b> not reported to the police within 24 hours of discovery  Loss of <b>Money</b> held for professional or business purposes.</p> <p>b) Loss of credit cards not reported to the Police and issuing authority within 24 hours of discovery  Loss from unauthorised use by <b>You</b> or <b>Your Family</b>  Loss from fraudulent use by any unauthorised person of credit cards unless <b>You</b> have complied with the terms and conditions under which the card was issued.</p>

## Contents – continued

We will pay for	We will not pay for
<p><b>T. Pedal Cycles</b> Accidental loss of or damage to pedal cycles up to a maximum sum insured of £500</p>	<p><b>T.</b> Loss or damage while being used for racing, pacemaking or trials. Loss or damage to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time. Loss or damage unless in a building or securely locked to an immovable object.</p>

## Accidental Damage Option

<p><b>U. Accidental Damage</b> Accidental damage to <b>Contents</b> in the <b>Home</b>.</p>	<p><b>U.</b> Damage caused while the <b>Home</b> is lent, let, sub-let, or <b>Unoccupied</b>. Damage which is specifically excluded elsewhere in Section 2 - <b>Contents</b>. Deterioration of food. Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or gradually operating cause. Damage caused by any process of dyeing, cleaning, alteration, repair, renovation or restoration. Damage caused by mechanical or electrical breakdown</p>
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# Settlement of Claims

Provided that at the time of loss or damage the sum insured is not less than the full replacement cost **We** will at **Our** option:

- a) replace the item(s) as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made).

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- a) 33.33% of the **Contents** sum insured in total for **Valuables**.
- b) 5% of the **Contents** sum insured for any single item of **Valuables**.

The sum insured will not be reduced by the amount of any claim.

### Underinsurance

If the sum insured is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

For example, if the sum insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

### Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

# Section 3 - Property Owners Liability

We will pay for	We will not pay for
<p><b>A. Property Owners Liability</b>            (Only operative if Section 1 – <b>Buildings</b> is in force) Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by <b>You</b> with <b>Our</b> consent to indemnify <b>You</b> against legal liability for:</p> <ul style="list-style-type: none"> <li>a) accidental death, bodily injury, illness or disease to any person.</li> <li>b) accidental loss or damage to the property occurring whilst Section 1 – <b>Buildings</b> of this Policy is in force and incurred:               <ul style="list-style-type: none"> <li>i) as owner (not occupier) of the <b>Home</b> and its <b>Land</b></li> <li>ii) in connection with any other private residence formerly owned and occupied by <b>You</b> and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability.</li> </ul> </li> </ul> <p>If Section 1 – <b>Buildings</b> of this Policy expires or is cancelled, cover under this paragraph A (b) (ii) shall continue for a period of 7 years in respect only of the <b>Home</b>.</p>	<p>The amount of any <b>Excess</b> shown in <b>Your Schedule</b></p> <p><b>A.</b></p> <p>Liability arising from</p> <ul style="list-style-type: none"> <li>- Accidental death, bodily injury, illness or disease to <b>You</b> or <b>Your Family</b> or any domestic employee.</li> <li>- Damage to property, business or employment of <b>You</b> or <b>Your Family</b> or any domestic employee</li> <li>- Any profession, business or employment of <b>You</b> or <b>Your Family</b>.</li> <li>- The ownership or use of motor vehicles (other than gardening machines) or lifts.</li> <li>- Any agreement or contract unless liability would have applied anyway.</li> <li>- The Third-Party Wall etc. Act 1996.</li> </ul>

# Section 4 - Occupiers and Personal Liability

We will pay for	We will not pay for
<p><b>A. Occupiers and Personal Liability</b>            (Only operative if Section 2 – <b>Contents</b> is in force) Up to £2,000,000 for any one cause (other than death, bodily injury or disease of any domestic employee where the amount is £5,000,000) to indemnify <b>You</b> and <b>Your Family</b> against legal liability for:</p> <ul style="list-style-type: none"> <li>a) accidental death, bodily injury, illness or disease to any person.</li> <li>b) accidental damage to property occurring whilst Section 2 – <b>Contents</b> of this Policy is in force and arising:               <ul style="list-style-type: none"> <li>i) from the occupation (not ownership) of the <b>Home</b>.</li> <li>ii) from the employment of any domestic employee.</li> <li>iii) in any other personal capacity anywhere in the <b>United Kingdom</b> or during a temporary visit world-wide.</li> </ul> </li> </ul> <p>In addition where a valid claim has been accepted <b>We</b> will pay defence costs and expenses incurred by <b>Your</b> with <b>Our</b> consent.</p> <p>In the event of <b>Your</b> death <b>We</b> will indemnify <b>Your</b> legal representative under the terms of this Section for legal liability incurred by <b>You</b> and <b>Your Family</b>.</p>	<p><b>A.</b></p> <p>Liability arising from</p> <ul style="list-style-type: none"> <li>- Accidental death, bodily injury, illness or disease to <b>You</b> or <b>Your Family</b>.</li> <li>- Damage to property which belongs to <b>You</b> or <b>Your Family</b>, or domestic employee, or is in their custody or control.</li> <li>- The ownership of the <b>Home</b> and any other buildings or <b>Land</b>.</li> <li>- Any profession, business or employment of <b>You</b> or <b>Your Family</b>.</li> <li>- The ownership, use or possession of motor vehicles (other than domestic gardening machines), motor cycles, caravans, trailers or lifts.</li> <li>- The ownership or use of aircraft or watercraft unless they are models or hand propelled.</li> <li>- the transmission directly or indirectly of any communicable disease or virus by the insured.</li> <li>- The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.</li> <li>- Any liability arising from an award of a Court outside the <b>United Kingdom</b>.</li> <li>- Any agreement or contract unless liability would have applied anyway.</li> </ul>

# Section 5 - Valuables and Personal Effects

Your **Schedule** tells You if this Section is in force.

Cover applies anywhere in the **United Kingdom** and for up to 60 days worldwide in any one period of insurance.

We will pay for	We will not pay for
<p>Loss of or damage to property owned by You and Your Family described in the <b>Schedule</b> as follows:</p> <p><b>A. Unspecified Valuables, Personal Effects and Clothing</b></p> <p>Accidental loss of or damage to <b>Unspecified Valuables, Personal Effects and Clothing</b>, sports equipment and pedal cycles up to the amount shown in the <b>Schedule</b>.</p>	<p>The amount of any <b>Excess</b> shown in Your <b>Schedule</b>.</p> <p>Loss or damage listed under General Exclusions to Section 5.</p> <p><b>A.</b></p> <p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>- compact discs, cassettes, or records worth more than £100 in total.</li> <li>- sports equipment in the course of play or use.</li> <li>- any amount exceeding £1,000 in respect of any one pedal cycle</li> <li>- to pedal cycles in the course of racing, pacemaking or trials.</li> <li>- by theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the <b>Home</b>.</li> <li>- to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.</li> <li>- equipment and accessories for mountaineering, pot holing, snow skiing, snowboarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skindiving and other watersports.</li> <li>- contact or corneal lenses.</li> <li>- motor vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.</li> <li>- <b>Money</b> and credit cards.</li> </ul>

## Valuables and Personal Effects – continued

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We will pay for	We will not pay for
<p><b>B. Specified Items</b></p> <p>Accidental loss of or damage to items specified in <b>Your Schedule</b>.</p>	<p><b>B.</b></p> <ul style="list-style-type: none"><li>- sports equipment in the course of play or use.</li><li>- pedal cycles in the course of racing, pacemaking or trials.</li><li>- theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the <b>Home</b>.</li><li>- pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.</li></ul>

## General Exclusions to Section 5

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The amount of any **Excess** shown in **Your Schedule**.

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown.
- Detention or confiscation by customs or other officials.

Loss or damage caused to:

- Property or **Money** held or used for professional or business purposes.

# Settlement of Claims

We will at **Our** option:

- a) replace the item(s) as new (except for clothing where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing where a deduction for wear, tear and depreciation will be made).

Where the item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

The sums insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing.

In respect of any one claim **We** will not pay more than:

- a) the sum insured as stated on **Your Schedule**
- b) £1,000 for theft from any unattended motor vehicle. Theft cover from any unattended motor vehicle only applies if **Your** property is kept in a locked boot or glove compartment and the vehicle is securely locked.
- c) £2,000 any one item for **Unspecified Valuables, Personal Effects and Clothing**
- d) £1,000 in respect of any one pedal cycle unless specified on the **Schedule**.

The sums insured will not be reduced by the amount of any claim, except for pedal cycles and specified Items which will be removed from cover after total loss or destruction.

**You** must tell **Us** if those items are to be insured again after replacement.

## Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

# Section 6 - Family Legal Protection

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This insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

**Your schedule** tells **You** if this section is in force.

Geo Personal Lines have selected DAS as **Your** family legal advice and protection insurer.

## Welcome to DAS

Thank **You** for purchasing this **DAS** family section. **You** are now protected by Europe's leading legal expenses insurer. To make sure **You** get the most from **Your DAS** cover, please take time to read this section 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](http://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 0117 934 0570 and quote reference TS3/3685436. **We** will ask **You** about **Your** legal issue and if necessary call **You** back to give **You** legal advice.

## When you need to make a claim

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **Us** on 0117 934 0570 and quote reference TS3/3685436. **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.

## Our Head and Registered Office:

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

Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

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

## Family Legal Protection – continued

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### How to make a complaint

**We** always aim to give **You** a high quality service. If **You** think **We** have let **You** down, please write to **Our** Customer Relations Department at **Our** Head Office address:

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274.

Or **You** can phone Us on 0844 893 9013 or email **Us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

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

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, London E14 9SR.

**You** can also contact them on: 0800 023 4567 (free from landlines) and 0300 123 9123 (free from most mobile phones).

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### The meaning of words in this section of the Policy

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

#### **Appointed representative**

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

#### **Costs and expenses**

- (a) All reasonable and necessary costs chargeable by the appointed representative and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if **You** have been ordered to pay them, or **You** pay them with **Our** agreement.

#### **Countries covered**

- (a) For insured incidents 2 Contract disputes and 3 Personal injury.

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

- (b) For all other insured incidents:

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

#### **DAS Standard Terms of Appointment**

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

#### **Date of occurrence**

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

(This is the date the event happened, which may be before the date **you** first became aware of it.)

- (b) For criminal cases, the date **You** began, or are alleged to have begun, to break the law.
- (c) For insured incident 6 Tax protection, the date when HM Revenue and Customs first notifies **You** in writing of its intention to make an enquiry.

#### **Identity theft**

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

#### **Period of insurance**

The period for which **We** have agreed to cover **You**.

# Family Legal Protection – continued

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## 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 section of the 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 section of the policy must have the policyholder's agreement to claim.

## Our agreement

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

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

## What we will pay

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

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings 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**.

## Family Legal Protection – continued

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### What we will pay

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

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

### What we will not pay

- (a) In the event of a claim, if **You** decide not to use the services of a **preferred law firm**, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.
- (b) The first £250 of any claim for legal nuisance or trespass. **You** must pay this as soon as **We** accept the claim.

## Insured Incidents

For advice and to make a claim call 0117 934 0570

What is covered (Please also refer to our agreement)	What is not covered (Please also refer to the section exclusions)
<p><b>1 Employment disputes</b> A dispute relating to <b>Your</b> contract of employment or future employment.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"><li>(a) employer’s disciplinary hearings or internal grievance procedures</li><li>(b) any claim relating solely to personal injury</li><li>(c) a compromise agreement while <b>You</b> are still employed.</li></ul>
<p><b>2 Contract disputes</b> A dispute arising from an agreement which <b>You</b> have entered into in a personal capacity for:</p> <ul style="list-style-type: none"><li>(a) buying or hiring goods or services</li><li>(b) selling goods.</li></ul> <p><b>Please note that:</b></p> <ul style="list-style-type: none"><li>(i) <i>you must have entered into the agreement or alleged agreement during the <b>period of insurance</b>, and</i></li><li>(ii) <i>the amount in dispute must be more than £250.</i></li></ul>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"><li>(a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)</li><li>(b) the settlement payable under an insurance policy (<b>We</b> will cover a dispute if <b>Your</b> insurer refuses <b>Your</b> claim, but not for a dispute over the amount of the claim)</li><li>(c) a dispute arising from a loan, Mortgage, pension, investment or borrowing</li><li>(d) a dispute over the sale, purchase terms of a lease, licence, or tenancy of land or buildings. However, <b>We</b> will cover a dispute with a professional advisor in connection with these matters.</li><li>(e) a motor vehicle owned by or hired or leased to <b>You</b>.</li></ul>

## Family Legal Protection – Insured Incidents - continued

What is covered (Please also refer to our agreement)	What is not covered (Please also refer to the section exclusions)
<p><b>3 Personal injury</b></p> <p>A specific or sudden accident that causes <b>Your</b> death or bodily injury to <b>You</b>.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>(a) illness or bodily injury that happens gradually</li> <li>(b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to <b>You</b></li> <li>(c) defending <b>Your</b> legal rights, but <b>We</b> will cover defending a counter-claim</li> <li>(d) clinical negligence.</li> </ul>
<p><b>4 Clinical negligence</b></p> <p>An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to <b>You</b>.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>(a) the failure or alleged failure to correctly diagnose <b>Your</b> condition</li> <li>(b) psychological injury or mental illness that is not associated with <b>You</b> having suffered physical bodily injury</li> </ul>
<p><b>5 Property protection</b></p> <p>A civil dispute relating to <b>Your</b> principal home that <b>you</b> own, or are responsible for, following:</p> <ul style="list-style-type: none"> <li>(a) an event which causes physical damage to such property but the amount in dispute must be more than £250</li> <li>(b) a legal nuisance (meaning any unlawful interference with <b>your</b> use or enjoyment of <b>your</b> land, or some right over, or in connection with it)</li> <li>(c) a trespass.</li> </ul>	<p>(a) A claim relating to the following:</p> <ul style="list-style-type: none"> <li>(i) a contract <b>You</b> have entered into</li> <li>(ii) any building or land except <b>Your</b> main home</li> <li>(iii) someone legally taking <b>Your</b> property from <b>You</b>, whether <b>You</b> are offered money or not, or restrictions or controls placed on <b>Your</b> property by any government or public or local authority</li> <li>(iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage</li> <li>(v) mining subsidence</li> </ul>

## Family Legal Protection – Insured Incidents - continued

What is covered (Please also refer to our agreement)	What is not covered (Please also refer to the section exclusions)
<p><i>Please note that <b>You</b> must have established the legal ownership or right to the land that is the subject of the dispute.</i></p>	<ul style="list-style-type: none"> <li>(vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from <b>You</b> or of which <b>You</b> are trying to take possession)</li> <li>(vii) the enforcement of a covenant by or against <b>You</b>.</li> </ul> <p>(b) Defending a claim relating to an event that causes physical damage to property, but <b>We</b> will cover defending a counter claim.</p> <p>(c) The first £250 of any claim for legal nuisance or trespass. This is payable by <b>You</b> as soon as <b>We</b> accept the claim.</p>
<p><b>6 Tax protection</b></p> <p>A comprehensive examination by HM Revenue and Customs that considers all areas of <b>Your</b> self assessment tax return, but not enquiries limited to one or more specific area.</p>	<ul style="list-style-type: none"> <li>(a) Any claim if <b>You</b> are self employed or a sole trader, or in a business partnership.</li> <li>(b) An investigation or enquiries by HM Revenue and Customs Specialist Investigations or the HM Revenue and Customs Prosecution Office.</li> </ul>
<p><b>7 Jury service and court attendance</b></p> <p><b>Your</b> absence from work:</p> <ul style="list-style-type: none"> <li>(a) to attend any court or tribunal at the request of the <b>appointed representative</b></li> <li>(b) to perform jury service</li> <li>(c) to carry out activities specified in <b>Your</b> identity theft action plan under Insured incident 9 Identity theft.</li> </ul> <p>The maximum <b>We</b> will pay is <b>Your</b> net salary or wages for the time that <b>You</b> are absent from work less any amount the court gives <b>You</b>.</p>	<p>Any claim if <b>You</b> are unable to prove <b>Your</b> loss.</p>

## Family Legal Protection – Insured Incidents - continued

What is covered (Please also refer to our agreement)	What is not covered (Please also refer to the section exclusions)
<p><b>8 Legal defence</b></p> <p>Costs and expenses to defend <b>Your</b> legal rights if an event arising from your work as an employee leads to</p> <p>(a) <b>You</b> being prosecuted in a court of criminal jurisdiction</p> <p>(b) civil action being taken against <b>You</b> under:</p> <ul style="list-style-type: none"><li>• discrimination legislation</li><li>• section 13 of the Data Protection Act 1998.</li></ul>	<p>Any claim relating to <b>You</b> driving a motor vehicle.</p>
<p><b>9 Identity theft protection</b></p> <p>(1) Following a call to the <b>identity theft</b> helpline service <b>We</b> will assign a personal caseworker who will provide phone advice and a personal action plan to help regain <b>Your</b> identity.</p> <p>(2) If <b>You</b> become a victim of identity theft, <b>We</b> will pay the costs <b>You</b> incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. <b>We</b> will also pay the cost of replacement documents to help restore <b>Your</b> identity and credit status.</p> <p>(3) Following your identity theft <b>We</b> will pay:</p> <p>(a) <b>costs and expenses</b> to reinstate <b>Your</b> identity including <b>costs and expenses</b> for the signing of statutory declarations or similar documents</p> <p>(b) legal costs to defend <b>Your</b> legal rights in a dispute with debt collectors or any party taking legal against <b>You</b> arising from or relating to <b>identity theft</b></p> <p>(c) loan rejection fees and any re-application administration fee for a loan when <b>Your</b> original application has been rejected.</p>	<p>A claim relating to the following:</p> <p>(a) fraud committed by anyone entitled to make a claim under this section</p> <p>(b) losses arising from <b>Your</b> business activities.</p>

# Family Legal Protection – Insured Incidents - continued

What is covered (Please also refer to our agreement)	What is not covered (Please also refer to the section exclusions)
<p><i>Please note that:</i></p> <ul style="list-style-type: none"><li><i>(i) You must notify Your bank or building society as soon as possible</i></li><li><i>(ii) You must tell Us if You have previously suffered identity theft, and</i></li><li><i>(iii) You must take all reasonable action to prevent continued unauthorised use of Your identity.</i></li></ul>	

### Exclusions applicable to this section of the Policy

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. Group Litigation Order**

Any claim where **You** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.

**6. Defamation**

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

**7. A dispute with DAS**

A dispute with **Us** not otherwise dealt with under section condition 8

**8. Judicial review**

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

**9. 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
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### Conditions applicable to this section of the Policy

#### 1. Your legal representation

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

#### 2. Your responsibilities

- (a) **You** must co-operate fully with **Us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instruction that **We** ask **You** to.

#### 3. Offers to settle a claim

- (a) **You** must tell **Us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **Our** written consent.
- (b) If **You** do not accept a reasonable offer to settle a claim, **We** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **You** the reasonable value of **Your** claim, instead of starting or continuing legal action. In these circumstances **You** must allow **Us** to take over and pursue or settle any claim in **Your** name. **You** must also allow **Us** to pursue at **Our** own expense and for **Our** own benefit, any claim for compensation against any other person and **You** must give **Us** all the information and help **We** need to do so.
- (d) Where a settlement is made on a without-costs basis **We** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **Us**.

#### 4. Assessing and recovering costs

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

## Family Legal Protection - continued

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### 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 is more likely than not that **You** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

### 8. Arbitration

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

### 9. Keeping to the terms of this section of the Policy.

**You** must:

- (a) keep to the terms and conditions of this section of the 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 this section of the Policy.

**You** can cancel this section of 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 section of the policy at any time as long as **We** tell **You** at least 14 days beforehand.

## Family Legal Protection - continued

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### 11. Fraudulent claims

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

- (a) a claim **You** have made to obtain benefit under this section of the policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

### 12. Claims under this section by a third party

Apart from **Us**, **You** are the only person who may enforce all or any part of this section 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 section in relation to any third-party rights or interest.

### 13. Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this section 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 section of the 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 section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

# Helpline Services

**You** can contact our UK-based call centres 24 hours a day, seven days a week. However, **We** may need to arrange to call **You** back depending on **Your** enquiry.

To help **Us** check and improve **Our** service standards, **We** record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference TS3/3685436. Please do not phone **Us** to report a general insurance claim.

### Legal advice service

Call 0117 934 0570

**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.*

### Tax advice service

Call 0117 934 0570

**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.*

### Health and medical information service

Call 0117 934 0570

**We** will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can give **You** information on all health services including hospital waiting lists.

*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.*

### Counselling service

Call 0117 934 2121

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

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

### Identity theft service

Call 0844 848 7071

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

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

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

# Section 7 - Emergency Home Assistance

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This insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

Your Schedule tells You if this Section is in force.

Reference Number: TS3/4147340

## Important information

### 24 hour Emergency Assistance

This is **your** Home Assistance wording – it includes everything **you** need to know about the emergency cover available under this section.

This policy is designed to offer 24 hour assistance within **your home** for emergencies associated with:

- Plumbing and Drainage
- the Main Heating System
- your Domestic Power Supply
- the Toilet Unit
- Home Security
- Lost Keys

**Act quickly in the event of an emergency and call the assistance helpline on 0800 783 1246**

To make sure **you** get the most from **your** DAS cover, please take the time to read this section, 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

Once **you** have given **us** details of **your** claim and we have accepted it, we will arrange for one of **our** approved contractors to assist **you** as quickly as possible.

**To make a claim under this section, please telephone us on 0800 783 1246 straight away and provide the following information:**

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

**We** will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this section.

It is important that **you** contact **our** assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service, **you** are agreeing to **us** recording **your** call.

## Emergency Home Assistance - continued

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### When we cannot help

**We** cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service.

**We** will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

### Problems

We will always try to give **you** a quality service. If **you** think we have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone us on 0117 934 0066 or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of **our** internal complaint handling procedures are available on request.

### Our Head and Registered Office is:

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](http://www.das.co.uk)

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

If **you** are still not happy, **you** can contact the Insurance Division of the

Financial Ombudsman Service at:

Exchange Tower, London E14 9SR.

0800 023 4567 (free from landlines) and 0300 123 9123 (free from most mobile phones).

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# The Meaning of Words in This Section

1. **We, us, our**

DAS Legal Expenses Insurance Company Limited.

2. **You, your**

The person who has taken out this section.

3. **Insured person**

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

4. **Home**

**Your principal home** situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

5. **Home emergency**

A sudden unforeseen event which requires immediate corrective action to:

- a) prevent damage or further damage to **your home**; or
- b) to make **your home** safe or secure; or
- c) alleviate unreasonable discomfort, risk or difficulty to any **insured person**.

6. **Period of cover**

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

7. **Main heating system**

The main hot water or central heating system in **your home**. This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.

8. **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 pipes:

- a) which connect components of the heating system; or
- b) for which **your** water supply or sewerage company are responsible.

### Cover

- 1 This section only covers you if you have paid your premium. We agree to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as the home emergency happens during the period of cover.
- 2 If the service you need is not provided under these terms, we will try (if you wish) to arrange it at your expense. The terms of such service are a matter for you and your supplier.
- 3 We will pay up to £500 (including VAT) for the call out charge, labour, parts and materials in providing assistance for a home emergency which arises from an insured incident.

### Insured Incidents

#### (a) Plumbing and drainage

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

#### (b) Main Heating System

The sudden failure to function of the main heating system in your home.

#### (c) Domestic power supply

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

#### (d) Toilet unit

Impact damage to, or mechanical failure of, the toilet bowl or cistern in your home which results in complete loss of function.

#### (e) Home security

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

#### (f) Lost keys

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

### What is Not Covered by This Section

1. Any 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 section at a different time from the main policy of which this section is a part.
2. Any incident or matter arising before the start of this section.
3. Any normal day-to-day home maintenance which 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 over a period of time or need regular attention.
4. The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
5. Any claim where **your home** has been left unoccupied for 30 consecutive days.
6. Any claim arising from an **insured person's** failure to comply with our instructions in respect of the assistance being provided.
7. Any costs incurred before an insured person has notified us of a **home emergency**.
8. Any costs incurred where our approved contractor has not been used.
9. Claims arising from any wilful or negligent act or omission by an **insured person**.
10. Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
11. Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
12. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
13. The malfunction or blockage of septic tanks, cesspits or fuel tanks.
14. Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
15. Any claims arising out of subsidence, landslip or heave.
16. Any properties that **you** own that are not **your** main residence or that **you** rent or let.
17. Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
18. Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.
19. Any costs incurred where our approved contractor has attended but **your home** was unoccupied.

## Emergency Home Assistance - continued

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20. Home emergencies caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
- pollution or contamination of any kind.

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

## 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 **home emergency**.
2. An **insured person** must:
  - a) keep to the terms and conditions of this section;
  - b) maintain the home and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and 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. **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
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 any loss that is not directly covered by the terms and conditions of this section. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of a home emergency.
6. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
7. This section will be governed by English law.

# General Claims Conditions

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## Notification and Conduct of Claims

### 1. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- a) Immediately report to the police any theft, malicious damage, vandalism or loss of property.
- b) Notify **Us** by telephone or letter without unnecessary delay.
- c) At **Your** expense provide full details of the claim within thirty days.
- d) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- e) Provide any documentation **We** ask for in support of any claim.

### 2. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- a) Advise **Us** immediately and as soon as possible provide full written details and assistance as requested by **Us**.
- b) Immediately send to **Us** any letter, writ, summons or other legal document issued against **You** and **Your** family.
- c) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

### 3. Our Rights

In the event of a claim **We** may:

- a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- b) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- c) Take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

### 4. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered, **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **You** must retain ownership of all damaged and undamaged property at all times and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us**, but **You** will have the option to retain it and refund any claim payment to **Us**.

# Conditions Applying to Sections 1-5

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## 1. REASONABLE CARE

**You** must take all reasonable steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

## 2. CANCELLATION

**We** may cancel this Policy by sending 14 days notice by recorded delivery to **You** or **Your** last known address.

Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

**You** have the right to cancel **Your** Policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your** Policy documentation.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the Policy.

## 3. INSTALMENTS/DIRECT DEBIT

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

## 4. OTHER INSURANCES

If any accidental loss or damage covered by this Policy is insured elsewhere **We** will only pay **Our** rateable proportion of any claim.

## 5. FRAUD

All benefit under this Policy will be forfeited if any claim is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy.

## 6. GOVERNING LAW

There is a choice of law for this Insurance, but unless **We** agree otherwise English law applies

# Exclusions Applying to Sections 1-5

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This Policy does not cover:

Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

## 1. WAR RISKS AND TERRORISM

### A) War

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

### B) Terrorism

harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

(a) the use or threat of force and/or violence  
and/or

(b) harm or damage to life or to property (or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

C) any action taken in controlling preventing suppressing or in any way relating to (A) or (B) above.

## 2. SONIC BANGS

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 3. RADIOACTIVE CONTAMINATION

(a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

## 4. LOSS IN VALUE

Loss in value of any property following repair or replacement.

## 5. POLLUTION OR CONTAMINATION

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and, which occurs during any insurance period.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

# Regulatory Notices and Information

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## Rights of Third Parties

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

## Financial Services Compensation Scheme

Geo Personal Lines and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

## Who Are We?

Geo Underwriting Services Limited (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

**You** can contact **Us** for general data protection queries by email to [dataProtection@ardonagh.com](mailto:dataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

## Regulatory Notices and Information - continued

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### What Information do we Collect?

**We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

**We** may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

**We** only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** the product or service requested.

### How do we use your personal information?

**We** will use **Your** personal information to

- assess and provide the products or services that **You** have requested
- communicate with **You**
- develop new products and services
- undertake statistical analysis

**We** may also take the opportunity to

- contact **You** about products that are closely related to those **You** already hold with **Us**
- provide additional assistance or tips about these products or services
- notify **You** of important functionality changes to **Our** websites

**We** make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract).

**We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

To ensure confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

**We** may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### Securing Your Personal Information

**We** follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

**We** store all the information **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites). Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

## Regulatory Notices and Information - continued

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### When do we share your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice.

**We** may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

**We** may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

### How Long Do We Keep Your Information For?

**We** will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

**We** will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

### Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**. This may result in the products and services which **We** supply, no longer being available to **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

**We** may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>

geo/PERSONAL LINES

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Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD  
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SP-Core-PW-0721