



County
Insurance
Services

County Thatch Insurance Policy



Welcome to County

Dear Customer,

Thank you for insuring your home with us. At County Insurance Services, we are determined to provide you with outstanding customer service at all times.

We will do our best to make insuring with us as easy and trouble free for you as possible.

Our plain English policy wording is easy to follow, please read it carefully. If for any reason it does not meet your needs, please contact your insurance provider or telephone us immediately on **01865 842084**.

We hope that you will insure with us for many years to come.

A handwritten signature in black ink, appearing to read 'Malcolm Sydenham', written over a horizontal line.

Malcolm Sydenham
Senior Partner

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Your Policy

Your policy is made up of the:

- Policy wording booklet and
- Schedule.

Any other advice, leaflet or similar literature you receive about this insurance does not form part of your policy. Please read your policy carefully and keep it in a safe place. If you find that your policy does not meet your needs, contact us immediately on **01865 842084**.

The contract of insurance

Your policy is proof of the contract between you and the company. It is based on the information given by you or for you when you applied for this insurance. You promise, as far as you know, the information you have given us is true.

In return for you paying and the company accepting your premium, the company will provide insurance cover under the terms of this policy during the period of cover shown in the schedule.

How to read your policy

This policy must be read as a whole. The General Conditions appearing on page 31 apply to each section of this policy.

Governing law

You and the company can choose the law that applies to this contract. Unless you and the company agree otherwise, English Law will apply.

Your cover

If the cover you have chosen is:

Contents only - only Section 1 applies

Contents and **Personal Possessions** - only Sections 1 and 2 apply

Contents and **Buildings** - only Sections 1 and 3 apply

Contents, Personal Possessions and **Buildings** - only Sections 1,2 and 3 apply

Buildings only - only Section 3 applies

Family Legal protection - Section 4 applies

Home Assistance - Section 5 applies

Any extra cover or conditions that may apply are shown in the schedule.

Definitions

Wherever the following words or expressions appear in your policy or schedule, they will have the meaning given here unless stated differently.

The company Groupama Insurance Company Limited Registered Number 995253. Registered in England Registered office: Groupama Insurances, One America Square, 17 Crosswall, London, EC3N 2LB, or certain Underwriters at Lloyds, 1 Lime Street, London EC3M 7HA (except Section 4, DAS Insurance)

We, Us, Our County Insurance Services

You, Your The person named as the policyholder in the schedule and members of their family (including foster children) who normally live with them including guests. Section 3 also includes the mortgage company shown in the schedule.

Bedroom A room built or converted for sleeping in, even if it is used for other purposes.

British Isles England, Scotland, Wales, The Isle of Man, The Channel Islands and Northern Ireland.

Buildings Your home and its patios, terraces, tennis courts, swimming pools, walls, fences, gates, drives, footpaths, landlord's fixtures and fittings, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks.

Business Your employment, trade, business or profession.

Business equipment Computers, printers, word-processing equipment, fax machines, photocopiers and telecommunication equipment worth up to £10,000 in total.

Contents Household goods and personal belongings (including money up to £100) belonging to you (or for which you are legally responsible) or to people who work for you and live in your home.

Credit cards Credit, cheque, debit, banker's and cash dispenser cards issued in the British Isles to you.

Excess The amount you must pay towards any claim.

High-risk items Televisions, videos, audio and computer equipment and valuables.

Home The insured property shown in the schedule and its garages and outbuildings, as long as they are not used for business.

Money Cash, cheques, money orders, postal orders, current postage stamps which are not part of a collection, National Insurance stamps, savings stamps or certificates, premium bonds, travellers' cheques, travel tickets, luncheon vouchers, gift tokens and phone cards which belong to you and are not used for business.

Period of cover The period of insurance between the start date or the last renewal date (whichever is the later), and the next renewal date.

Personal possessions Valuables, luggage, clothing, sports equipment and any other items you normally wear, use or carry which belong to you or for which you are legally responsible.

Sanitary fittings Washbasins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels, but not including swimming pools.

Schedule The document that identifies the policyholder and sets out details of the cover your policy provides.

Sum insured The amount shown in the schedule that is the most the company can pay for any number of claims caused by one incident.

Unoccupied Not lived in by you or any other person with your permission for more than 60 days in a row.

Valuables Jewellery, objects made of precious metal, pictures and other works of art, clocks, watches, photographic equipment (including video cameras), furs, antiques (but not antique furniture) and stamp, coin and medal collections.

Section 1 Contents

What you are insured against

A Loss of or damage to the contents in your home

The Company will pay for loss of, or damage to, the contents in your home caused by the following:

1 Fire, explosion, lightning, earthquake or smoke

But not:

- loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft

But not:

- loss by deception, unless the only deception used is to get into your home;
- loss or damage while your home, or any part of it, is lent or let unless someone has used force to get in or out;
- loss or damage caused by you;
- loss of any one item exceeding £500 in value from a garage or outbuilding unless padlocked to an immovable object and, in the case of sit on mowers, the keys must be removed from the building;
- loss of money, unless someone has used force to get in or out;
- loss or damage after your home has been unoccupied for more than 60 days in a row.

3 Riot, civil commotion or strikes

4 Storm or flood

5 Subsidence, heave or landslide of the site your home stands on

But not:

- loss or damage caused by coastal or river erosion;
- loss or damage caused by demolition or structural changes or repairs to your home;
- loss or damage caused by faulty workmanship or materials.

6 Vandalism or malicious damage

But not:

- loss or damage caused by you or a paying guest, or tenant;
- loss or damage after your home has been unoccupied for more than 60 days in a row.

7 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

But not:

- loss or damage caused by insects, birds or pets.

8 Falling trees or branches

9 Falling television and radio aerials (including satellite dishes), their fittings and masts

10 Water or oil escaping from any fixed water or heating installation or from any domestic appliance caused by a sudden identifiable, unexpected and accidental incident

But not:

- loss or damage after your home has been unoccupied for more than 60 days in a row.

B Extra cover

1 Television, video, audio and computer equipment

The company will pay for accidental damage to your television, video, audio, computer and television games equipment in your home (including aerials and satellite dishes fixed to your home).

However, the company will not pay for damage:

- caused by paying guest or tenant;
- to tapes, cassettes, cartridges, records or discs of any kind;
- caused by an electrical or mechanical breakdown;
- caused by wear and tear, loss of value or anything which happens gradually;
- caused during cleaning, repairing or restoring;
- to items designed to be portable whilst they are being transported, carried or moved;
- to mobile phones and mobile phone equipment;
- after your home has been unoccupied for more than 60 days in a row.

2 Mirrors and glass

The Company will pay for accidental breakage of mirrors, fixed glass in furniture, plate-glass in cooker hobs in your home.

However, the company will not pay for damage:

- caused by a paying guest or tenant;
- after your home has been unoccupied for more than 60 days in a row.

3 Contents outside including garden plants, furniture or ornaments

The Company will pay for loss or damage as a result of any cause listed in paragraph A of this section while the contents are outside, but within the boundaries of the land belonging to your home.

However, the company will not pay for damage:

- by storm or flood, unless your property is damaged at the same time by the same cause;
- to pedal cycles;
- caused by a paying guest or tenant;
- after your home has been unoccupied for more than 60 days in a row.

The most the company will pay for a claim is £5,000.

4 Contents temporarily taken out of your home

The company will pay for loss or damage as a result of any cause listed in paragraph A of this section while the contents are temporarily:

- in any building where you or a member of your family are living whilst in full-time education in the British Isles;
- in a bank or safe deposit, occupied private home or any building where you work or live in the British Isles;
- somewhere else in the British Isles.

However, the company will not pay for damage:

- in any furniture store, sale room or exhibition;
- caused by theft, unless someone has used force to get into or out of a building. While the goods are being moved or are with you;
- caused by vandalism or malicious damage;
- caused by a storm or flood if the goods are not in a building.

The most the company will pay for a claim is 10% of the sum insured.

5 Contents lost or damaged while you are moving home

The company will pay for accidental loss of or damage to the contents:

- when they are being carried by land from your home to another home in the British Isles by professional removal contractors;
- while they are in a furniture store for up to 7 days.

However, the company will not pay for damage to:

- money or valuables;
- china, glass, mirrors, earthenware and other items that are likely to break unless professional packers have packed them.

As well as any excess shown in the schedule, you must pay the first £50 of any claim.

6 Freezer contents

The company will pay for loss of, or damage to, the food in your freezer if the temperature rises or falls or the refrigerant fumes escape.

However, the company will not pay for damage:

- caused by any deliberate act or neglect by you;
- caused by the deliberate act of any power supply authority or its employees, including strike action;
- after your home has been unoccupied for more than 60 days in a row.

The company will pay for reasonable cost of hiring another freezer while yours is not working.

The most the company will pay for a claim is £1000.

7 If your keys are lost or stolen

The company will pay the reasonable cost of replacing locks or parts of locks for the outside doors to your home and for safes and alarms fitted in your home if the keys to those locks have been lost or stolen.

The most the company will pay for a claim is £1000.

8 Title deeds

The company will pay the cost of preparing new title deeds to your home if they are lost or damaged by any of the causes listed in paragraph A of this section while they are in your home or in your bank.

The most the company will pay for a claim is £1000.

9 Alternative accommodation

The company will pay the reasonable extra cost of similar alternative accommodation for you and your pets if you cannot stay in your home as a result of any of the causes listed in paragraph A of this section.

The company will also pay the reasonable cost of storing the contents of your home until you can move back into your home.

The most the company will pay for a claim is 20% of the sum insured.

10 Special Pairs and Sets

The company will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.

11 Gifts

The contents sum insured is automatically increased by 10% during 30 days before and after religious festivals and family celebrations.

12 Fatal injury benefit

The company will pay £5,000 if you die as a direct result of injury in the property by fire, explosion, lightning or intruders. For the company to pay a claim, your death must happen within three months of the incident.

The most the company will pay for a claim is £5,000.

C Accidental damage

This paragraph only applies if your schedule shows that accidental damage is included in Section 1 Contents.

The company will pay for accidental damage to the contents of your home

However, the company will not pay for damage:

- caused by a paying guest or tenant;
- to clothing, contact or corneal lenses, hearing aids, plants, food or drink, money or pedal cycles;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- while you are moving house;
- by a cause listed in or specifically excluded in paragraph A of this section;
- after your home has been unoccupied for more than 60 days in a row;
- to contents away from the home;
- to contents outside, but within the boundaries of the land belonging to your home.

D Settling claims

- 1 The company will pay the replacement cost of the item, or the company will repair or replace the item as new. This will be at the discretion of the company.

This does not apply to:

- clothing, towels, bed or table linen or pedal cycles;
- television, videos, audio, computer and television games equipment and carpets all more than 10 years old;
- sit-on mowers.

In these cases, the company will take off an amount for wear and tear.

- 2 The company will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.
- 3 The company will not pay more than the sum insured for a claim. The amount the company pays will also depend on any limits shown in the policy or schedule and inflation.
- 4 You must pay the excess shown in the policy or schedule.
- 5 If the sum insured is less than the cost of replacing all the contents in your home as new, the company may make a deduction to reflect the difference between these values. For example, if the sum insured is equal to 75% of the cost of replacing all the contents as new, the company may pay only 75% of your claim.
- 6 The most the company will pay for any one claim for items in garages or outbuildings belonging to you home is £5000.
- 7 The most the company will pay for any one item of contents in the open is £1000 unless it is fixed permanently.
- 8 Cover for hot tubs excludes loss or damage from frost, electrical fault, mechanical breakdown, accidental damage, escape of water, leaks or losses from subsidence or heave and must be installed in accordance with manufacturer's instructions.

E Index Linking

The Sum Insured will be adjusted on expiry in line with increases in the Consumer Price Index or another index of the company's choice. The sum insured will not change if the index value goes down.

F Personal liabilities

1 Liability to the public

The company will pay all amounts for which you become legally responsible as the occupier (but not as the owner) of your home or a private person if:

- someone is injured, falls ill or dies;
- property is lost or damaged anywhere in the world during the period of cover.

However, the company will not pay for damage:

- if you or your domestic employees are injured or die;
- if the property belongs to or is the responsibility of any of you or your domestic employees;
- caused by you owning or using any land or building other than your home;
- caused by your business;
- created by any agreement, unless you would have been liable without the agreement;
- caused by you owning, having or using a mechanically-propelled or -assisted vehicle (other than gardening machinery and pedestrian vehicles used in or about the home), lifts, caravans, aircraft, hovercraft or watercraft (other than hand-propelled or models) and livestock (other than pets);
- caused by you passing on an infectious disease;
- caused by you owning or having a dangerous dog as defined under the Dangerous Dogs act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

The most the company will pay for a claim is £2,000,000.

The company will also pay all costs and legal fees for defending you, as long as the company has agreed to this in writing beforehand.

2 Liability to domestic employees

The company will pay all amounts that you become legally responsible for if any of your domestic employees are injured, fall ill or die while they are working for you during the period of your cover.

The most the company will pay for a claim is £2,000,000

The company will also pay all costs and legal fees for defending you, as long as the company has agreed to this in writing beforehand.

3 Tenant's liability

The company will pay all amounts that you become legally responsible for as a tenant of your home following:

- Damage to your home from any of the causes listed in paragraph A of Section 3 (unless your home has been unoccupied for more than 60 days in a row).
- Accidental damage to underground drains and pipes, cables and tanks providing services to you home.

The most the company will pay for a claim is 20% of the sum insured.

What is not insured

- any excess shown in the schedule;
- property insured by any other policy;
- securities, certificates or documents of any kind unless they are defined as money in this policy;
- mechanically-propelled or -assisted vehicles (except domestic gardening equipment, electric wheelchairs, pedestrian-controlled models and toys), trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts;
- pets and livestock;
- property held or used for any business;
- landlord's fixtures and fittings.

Section 2 Personal Possessions, Money and Credit Cards

What you are insured against

A Personal possessions

The company will pay for accidental loss of, or damage to, your personal possessions anywhere in the British Isles. Your personal possessions are also covered while they are with you if you take them outside the British Isles for up to 60 days in any period of cover.

However, the company will not pay for loss or damage:

- to any sports equipment while you are using it;
- by deception, unless the only deception used is to get into your home;
- by theft from an unattended motor vehicle, unless the item is in a locked boot, concealed luggage compartment or glove compartment and someone has used force to get into the vehicle;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of lights or pets;
- caused by delay, or the item being held or confiscated by order of any government, public or police authority;
- covered under Section 1 of this policy;
- to jewellery (where the value of the item is £1,500 or more) on the premises of hotels or motels, unless you are wearing or carrying the jewellery or it is placed in a locked safe or vault;
- caused by theft or disappearance of property from any unattended vehicle without an authorised occupant for students residing away from home.

The most the company will pay for a claim for theft from an unattended motor vehicle is £1,000.

B Money

The company will pay for accidental loss of money anywhere in the British Isles. Your money is also covered while it is with you if you take it outside the British Isles for up to 60 days in any period of cover.

However, the company will not pay for loss:

- if your money is held by order of any government, public or police authority;
- caused by mathematical mistakes or loss of value;
- If you did not report the loss to the police within 24 hours of discovering the loss;
- for students residing away from home.

The most the company will pay for a claim is £500.

What is not insured:

- any excess shown in the schedule for Section 2;
- money that you have or use for business.

C Credit cards

The company will pay for your financial loss if your credit card is stolen or lost and someone else uses it.

However, the company will not pay for loss:

- if you have not kept to the conditions of the credit card company;
- if you did not report the loss to the police and the card company within 24 hours of discovering the loss;
- for students residing away from home.

The most the company will pay is £500.

What is not insured:

- Any excess shown in the schedule for Section 2.

D Pedal cycles

The company will pay for accidental loss of, or damage to, your pedal cycles anywhere in the British Isles. Your pedal cycles are also covered while they are with you if you take them outside the British Isles for up to 60 days in any period of cover.

However, the company will not pay for loss or damage:

- to tyres or accessories, unless the pedal cycle is stolen or damaged at the same time;
- while the pedal cycle is being used for racing, pace making or trials;
- by deception, unless the only deception used is to get into your home;
- by theft, unless the pedal cycle is in a locked building or has been chained to something which cannot be moved and is immobilised by a security device;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather or pets.

The most the company will pay for pedal cycles is £500 unless otherwise shown in the schedule.

What is not insured:

- any excess shown in the schedule for Section 2.
- mopeds.

E Settling claims

1 The company will pay the replacement cost of the item, or the company will repair or replace the item as new. This will be at the discretion of the company.

But this does not apply to:

- clothing, towels or pedal cycles.

In this case, the company will take off an amount for wear and tear.

2 The company will not pay more than the sum insured for a claim. The amount the company will pay will also depend on any limits shown in the policy or schedule.

3 The most the company will pay for one item, set or collection is shown in the schedule or, £2,500 whichever is the lower. For items individually listed in the schedule the most the company will pay is the sum insured shown.

4 You must pay the excess shown in the policy or schedule.

5 The company will not automatically replace the sum insured for any item of specified personal possessions that has been totally lost or destroyed. If you want further insurance for the replacement items, you must tell the company.

6 The company will not pay for claims notified more than 60 days after the event.

F Inflation protection

The company will increase the sum insured on expiry in line with increases in the Consumer Price Index or another index of the company's choice. This does not apply to those items individually listed in the schedule.

Your annual premium will be based on the increased sum insured and limits. The sum insured will not change if the index value goes down.

What is not insured

- any excess shown in the schedule;
- property insured by any other policy;
- mechanically propelled or -assisted vehicles, pedal cycles, trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts (other than removable entertainment equipment while removed from the vehicle);
- pets and livestock;
- property held or used for any business;
- household goods and domestic appliances;
- securities, certificates, money or documents of any kind;
- china, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids, food or drink, camping equipment, musical instruments, tools or television receiving equipment on the outside of your home.

Section 3 Buildings

What you are insured against

A Loss or damage to the buildings

The company will pay for loss of, or damage to, the buildings caused by the following:

1 Fire, explosion, lightning, earthquake or smoke

But not:

- loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft

But not:

- loss or damage caused by you or a paying guest or tenant;
- after your home has been unoccupied for more than 60 days in a row.

3 Riot, civil commotion or strikes

4 Storm or flood

But not:

- loss or damage to gates or fences unless the main structure of the property is damaged at the same time and by the same cause;
- loss or damage caused by frost, subsidence, heave or landslip.

5 Subsidence, heave or landslip of the site your home stands on

But not:

- the excess shown in the schedule;
- loss or damage caused by normal settlement or shrinkage;
- loss or damage caused by coastal or river erosion;
- loss or damage caused by demolition or structural changes or repairs to your home;
- loss or damage caused by faulty materials, workmanship or design;
- loss of, or damage to, solid floor slabs or loss or damage resulting from their moving unless the foundations under the outside walls of your home are damaged at the same time by the same cause;
- loss of, or damage to, patios, terraces, tennis courts, outdoor swimming pools, hot tubs, walls, fences, gates, drives, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks, unless your home is damaged at the same time by the same cause.

6 Vandalism or malicious damage

But not:

- loss or damage caused by you or a paying guest or tenant;
- loss or damage after your home has been unoccupied for more than 60 days in a row.

7 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

But not:

- loss or damage caused by insects, birds or pets;
- loss of, or damage to, gates or fences.

8 Falling trees or branches

But not:

- damage to gates or fences.

9 Falling television and radio aerials (including satellite dishes) their fittings and masts

But not:

- damage to the aerials, fittings, satellite dishes and masts themselves.

10 Water or oil escaping from any fixed water or heating installation or from any domestic appliance

Any fixed water or heating installation freezing.

But not:

- after your home has been unoccupied for more than 60 days in a row.

B Extra cover

1 Drains, pipes and cables

The company will pay for accidental damage that you are legally responsible for to underground drains and pipes, cables and tanks providing services to or from your home.

But the company will not pay for damage:

- caused by a paying guest or tenant.

2 Tracing and accessing leaks

If the building is damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the property. We will pay the reasonable cost of removing and replacing any other part of the buildings necessary to find and repair the source of the leak and making good. The company will not pay more than £5,000 for any one incident.

3 Fixed glass and sanitary fittings

The company will pay for accidental breakage of fixed glass forming part of your home and fixed sanitary fittings in your home.

But the company will not pay for damage:

- caused by a paying guest or tenant;
- after your home has been unoccupied for more than 60 days in a row.

4 Site clearance and building fees

If your home is damaged as a result of any cause listed in paragraph A of this Section, the company will pay:

- the cost of clearing the site and making it and the buildings safe;
- architect's, surveyor's, consultant's and legal fees, but not fees for preparing a claim;
- the cost of restoring or repairing the buildings including extra costs to meet any government or local authority orders, but not if you knew about the orders before the damage happened.

5 Alternative accommodation and rent

If you cannot stay in your home following damage covered under this section, the company will pay:

- the amount of rent you would have received;
- the reasonable additional cost of similar alternative accommodation for you while your home is being repaired.

The most the company will pay for a claim is 20% of the buildings sum insured.

6 Selling your home

If you sell your home and, between the dates that you exchange contracts and the date you complete the sale, it is damaged by anything under this section, the company will provide cover for the person buying your home. This does not apply if they have other insurance cover.

7 If your keys are lost or stolen

The company will pay the reasonable cost of replacing locks or parts of locks for the outside doors to your home and for safes and alarms fitted in your home if the keys to those locks have been lost or stolen.

The most the company will pay for a claim is £1000.

C Accidental damage

This paragraph only applies if your schedule shows that accidental damage is included in Section 3.

The company will pay for accidental damage to the buildings

However, the company will not pay for loss or damage:

- by a cause listed in or specifically excluded in paragraphs A, B1 and B2 of this section;
- caused by a paying guest or tenant;
- caused by normal settlement or shrinkage;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by process of cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- caused by faulty materials, workmanship or design;
- caused by changing or extending the buildings or the cost of maintenance or routine decorating;
- after your home has been unoccupied for more than 60 days in a row.

D Settling claims

- 1 The company will pay the cost of repairing or restoring the damaged parts of the buildings.
- 2 The company will take off an amount for wear and tear if the buildings have not been well maintained.
- 3 If the repair or restoration is not carried out, the company will pay the reduction in the market value of your home caused by the damage. The company will not pay more than the repair or restoration work would have cost if the work had been carried out.
- 4 The company will not pay the cost of repairing or restoring any undamaged part of the buildings.
- 5 The company will not pay for claims notified more than 60 days after the event.
- 6 The company will not pay more than the sum insured for a claim. The amount the company pays will also depend on any limits shown in the policy or schedule and inflation.
- 7 You must pay the excess shown in the policy or schedule.

E Inflation protection

The company will increase the sum insured each month in line with increases in the house rebuilding cost index prepared by the Royal Institution of Chartered Surveyors or another index of the company's choice.

Your annual premium will be based on the increased sum insured. The sum insured will not change if the index value goes down.

F Property owner's liability

The company will pay all amounts that you become legally responsible for if:

- someone is injured, falls ill or dies;
- property is lost or damaged during the period of cover.

The loss, damage, illness, injury or death must be caused:

- only by you as owner of your home and its land;
- in connection with a home which you used to own and live in under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. In this case, you must not be covered by other insurance, and must no longer be the owner of or have any interest in the property.

But the company will not pay for liability:

- if you or your employees are injured, fall ill or die;
- for loss of or damage to property which belongs to you or is the responsibility of you or your domestic employees;
- caused by your business;
- caused by any agreement, unless you would have been liable without the agreement;
- caused by your owning or using a lift or vehicle.

The most the company will pay for a claim is £2,000,000.

The company also pay all costs and legal fees for defending you, as long as the company have agreed to this in writing beforehand.

What is not insured

- any excess shown in the schedule;
- television and radio-receiving equipment on the outside of your home;
- swimming-pool covers;
- damage caused by wet or dry rot, or toxic mould;
- loss, damage, cost or expense of what ever nature directly or, indirectly caused by, resulting from, or in connection with work carried out by a contractor;
- loss, damage, cost or expense of what ever nature directly or, indirectly caused by, resulting from, or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

Section 4 Family Legal Protection

This section only applies if your schedule shows legal expenses is included.

Definitions (this section only)

Costs and expenses

- (a) Accountant's costs
All reasonable and necessary costs chargeable by the representative.
- (b) Attendance expenses
The insured person's net salary or wages for the time that the insured person is off work. DAS Legal Expenses Insurance Company Limited will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for. The amount DAS Legal Expenses Insurance Company Limited will pay is based on the following: - the time the insured person is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours; - if the insured person works full time, the salary or wages for each day equals 1/250th of the insured person's yearly salary or wages; - if the insured person works part time, the salary or wages will be a proportion of the insured person's weekly salary or wages. If the insured person is self employed, DAS Legal Expenses Insurance Company Limited will pay net salary or wages that the insured person draws from the business to cover their own personal cost-of-living expenses.
- (c) Communication costs
Costs of phone calls, faxes or postage incurred by the insured person to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.
- (d) Legal costs
All reasonable and necessary costs charged by the representative on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.
- (e) Opponents' costs
The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with DAS Legal Expenses Insurance Company Limited agreement.

Date of occurrence

- (a) For civil cases, the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events.
- (b) For criminal cases, the date of occurrence is when the insured person began, or is alleged to have begun, to break the criminal law in question.
- (c) For INSURED INCIDENT 6 TAX PROTECTION, the date of occurrence is when HM Revenue & Customs first notifies the insured person in writing of their intention to make an enquiry.

Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the insured person's self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the insured person's self-assessment tax return.

Identity theft

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

Insured person

You, and any member of your family who always lives with you. Anyone claiming under this policy must have your agreement to claim.

Period of insurance

The period for which DAS Legal Expenses Insurance Company Limited have agreed to cover an insured person.

Representative

The lawyer, accountant or other suitably qualified person whom DAS Legal Expenses Insurance Company Limited appoint to act for an insured person in accordance with the terms of this policy.

Territorial limit

For INSURED INCIDENTS 2 CONTRACT DISPUTES and 3 BODILY 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.

For INSURED INCIDENT 9 IDENTITY THEFT

The United Kingdom of Great Britain, Northern Ireland and Jersey.

For all other INSURED INCIDENTS

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

We, us (for this section only)

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

What you are covered for

DAS Legal Expenses Insurance Company Limited agree to provide the insurance in this policy, as long as:

1. the premium has been paid; and
2. the date of occurrence of the INSURED INCIDENT is during the period of insurance; and
3. any legal proceedings will be dealt with by a court, or other body which DAS Legal Expenses Insurance Company Limited agree to, in the territorial limit; and
4. for civil claims, it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which DAS Legal Expenses Insurance Company Limited have agreed to) or make a successful defence.

What DAS Legal Expenses Company Limited will pay

1. (a) For all INSURED INCIDENTS under this policy, DAS Legal Expenses Insurance Company Limited will pay legal costs and opponents' costs;
(b) for INSURED INCIDENT 6 TAX PROTECTION, DAS Legal Expenses Insurance Company Limited will pay accountants' costs;
(c) for INSURED INCIDENT 7 JURY SERVICE AND COURT ATTENDANCE, DAS Legal Expenses Insurance Company Limited will pay attendance expenses;
(d) for INSURED INCIDENT 9 IDENTITY THEFT, DAS Legal Expenses Insurance Company Limited will pay communication costs.
2. For all INSURED INCIDENTS DAS Legal Expenses Insurance Company Limited will pay costs and expenses to make or defend against an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before DAS Legal Expenses Insurance Company Limited pay the costs and expenses for appeals, DAS Legal Expenses Insurance Company Limited must agree that it is always more likely than not that the appeal will be successful.
3. The most DAS Legal Expenses Insurance Company Limited 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.

Insured incidents DAS Legal expenses Company Limited will cover

1 Employment disputes

DAS Legal Expenses Insurance Company Limited will negotiate for an insured person's legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under EMPLOYMENT DISPUTES

- employers' disciplinary hearings or internal grievance procedures;
- any claim relating solely to personal injury.

2 Contract disputes

DAS Legal Expenses Insurance Company Limited will negotiate for an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person has entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

Provided that:

- (i) the insured person has entered into the agreement or alleged agreement during the period of insurance; and
- (ii) the amount in dispute is more than £100.

What is not covered under CONTRACT DISPUTES

A claim relating to:

- a contract regarding an insured person's trade, profession, employment or any business venture;
- construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- the settlement payable under an insurance policy (DAS Legal Expenses Insurance Company Limited will negotiate if an insured person's insurer refuses their claim, but not for a dispute over the amount of the claim);
- a dispute arising from any loan, mortgage, pension, investment or borrowing;
- a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings.

However, DAS Legal Expenses Insurance Company Limited will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

3 Bodily injury

DAS Legal Expenses Insurance Company Limited will negotiate for an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, an insured person.

What is not covered under BODILY INJURY

- illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident;
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person;
- clinical negligence;
- defending an insured person's legal rights, but defending a counter-claim is covered.

4 Clinical negligence

DAS Legal Expenses Insurance Company Limited will negotiate for an insured person's legal rights where it is alleged that accidental death or bodily injury to an insured person has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under CLINICAL NEGLIGENCE

- the alleged failure to correctly diagnose the insured person's condition;
- psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury.

5 Property protection

DAS Legal Expenses Insurance Company Limited will:

1. negotiate for an insured person's legal rights in a civil action; and/or
2. arrange mediation; for a dispute relating to material property (including the insured person's principal and holiday home) which is owned by an insured person, or for which an insured person is responsible, following:
 - (a) an event which causes physical damage to such material property, provided that the amount in dispute is more than £100;
 - (b) a legal nuisance (meaning any unlawful interference with an insured person's use or enjoyment of their land, or some right over, or in connection with it);
 - (c) a trespass.

What is not covered under PROPERTY PROTECTION

A claim relating to:

- a contract entered into by an insured person;
- any building or land other than the insured person's principal or holiday home;
- someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person's material property by any government or public or local authority;

- work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
- mining subsidence.

Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

The first £250 of any claim for legal nuisance or trespass. This is payable as soon as DAS Legal Expenses Insurance Company Limited accept the claim.

6 Tax protection

In the event of a full enquiry into an insured person's personal tax affairs, DAS Legal Expenses Insurance Company Limited will negotiate for an insured person, and represent them in any appeal proceedings.

What is not covered under TAX PROTECTION

- the tax affairs of a company, or any claim if the insured person is self-employed, or a sole-trader, or in a business partnership;
- an investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

7 Jury service and court attendance

An insured person's absence from work:

1. to attend any court or tribunal at the request of the representative; or
2. to perform jury service; or
3. to carry out activities specified in an insured person's identity theft action plan under INSURED INCIDENT 9 IDENTITY THEFT.

8 Legal defence

1. DAS Legal Expenses Insurance Company Limited will defend an insured person's legal rights if an event arising from an insured person's work as an employee leads to:
 - (a) an insured person being prosecuted; or
 - (b) civil action being taken against an insured person under:
 - (i) legislation for unlawful discrimination; or
 - (ii) section 13 of the Data Protection Act 1998.
2. DAS Legal Expenses Insurance Company Limited will defend an insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under LEGAL DEFENCE

- parking or obstruction offences;
- the driving of a motor vehicle by an insured person for which the insured person does not have valid motor insurance.

9 Identity theft

Identity theft support service

Following a call to the identity theft helpline service, DAS Legal Expenses Insurance Company Limited will help to restore an insured person's identity and credit status if the insured person has become a victim of identity theft. DAS Legal Expenses Insurance Company Limited will assign a personal caseworker who will provide phone advice and a personal action plan to help regain an insured person's identity.

Legal costs

Following an insured person's identity theft:

1. DAS Legal Expenses Insurance Company Limited will pay legal costs to reinstate an insured person's identity including costs for the signing of statutory declarations or similar documents;

2. DAS Legal Expenses Insurance Company Limited will negotiate for an insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft;
3. DAS Legal Expenses Insurance Company Limited will pay loan-rejection fees and any re-application administration fee for a loan when an insured person's original application has been rejected;

Provided that

- (a) the insured person notifies banks and building societies as soon as possible; and
- (b) the insured person tells us if they have previously suffered identity theft; and
- (c) the insured person takes all reasonable action to prevent continued unauthorised use of their identity.

What is not covered under IDENTITY THEFT

- fraud committed by another insured person under this policy;
- losses arising from an insured person's business activities.

What is not insured

- a claim where the insured person has failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that DAS Legal Expenses Insurance Company Limited have agreed to) or of making a successful defence;
- an incident or matter arising before the start of this policy;
- costs and expenses incurred before DAS Legal Expenses Insurance Company Limited written acceptance of a claim;
- fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority;
- a claim intentionally brought about by an insured person;
- a legal action that an insured person takes which DAS Legal Expenses Insurance Company Limited or the representative have not agreed to, or where an insured person does anything that hinders DAS or the representative;
- a claim relating to written or verbal remarks which damage an insured person's reputation;
- a dispute with DAS not otherwise dealt with under Condition 7;
- apart from DAS, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest;
- costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry;
- a claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the insured person;
- a claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions (this section only)

- 1 An insured person must:
 - (a) keep to the terms and conditions of this policy;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount DAS Legal Expenses Insurance Company Limited have to pay as low as possible;
 - (d) send everything DAS Legal Expenses Insurance Company Limited ask for, in writing;
 - (e) give DAS full and truthful details by phone or in writing of any claim as soon as possible and give DAS any information DAS Legal Expenses Insurance Company Limited need.
- 2
 - (a) DAS Legal Expenses Insurance Company Limited can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. DAS Legal Expenses Insurance Company Limited can negotiate any claim on behalf of an insured person.
 - (b) An insured person is free to choose a representative (by sending DAS a suitably qualified person's name and address) if:
 - (i) DAS Legal Expenses Insurance Company Limited agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in 2(b) above, DAS Legal Expenses Insurance Company Limited are free to choose a representative.
 - (d) Any representative will be appointed by DAS to represent an insured person according to DAS Legal Expenses Insurance Company Limited standard terms of appointment, which may include a 'no-win, no-fee' agreement. The representative must co-operate fully with DAS at all times.
 - (e) DAS Legal Expenses Insurance Company Limited will have direct contact with the representative.
 - (f) An insured person must co-operate fully with DAS and the representative and must keep DAS up to date with the progress of the claim.
 - (g) An insured person must give the representative any instructions that DAS Legal Expenses Insurance Company Limited ask for.
- 3
 - (a) An insured person must tell DAS if anyone offers to settle a claim.
 - (b) If an insured person does not accept a reasonable offer to settle a claim, DAS Legal Expenses Insurance Company Limited may refuse to pay further costs and expenses.
 - (c) DAS Legal Expenses Insurance Company Limited may decide to pay the insured person the amount of damages that the insured person is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
- 4
 - (a) An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if DAS Legal Expenses Insurance Company Limited ask for this.
 - (b) An insured person must take every step to recover costs and expenses that DAS Legal Expenses Insurance Company Limited have to pay, and must pay DAS any costs and expenses that are recovered.
- 5 If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover DAS Legal Expenses Insurance Company Limited provide will end at once, unless DAS Legal Expenses Insurance Company Limited agree to appoint another representative.
- 6 If an insured person settles a claim or withdraws it without DAS Legal Expenses Insurance Company Limited agreement, or does not give suitable instructions to a representative, the cover DAS Legal Expenses Insurance Company Limited provide will end at once and DAS Legal Expenses Insurance Company Limited will be entitled to reclaim from you costs and expenses DAS Legal Expenses Insurance Company Limited have paid.

- 7 If there is a disagreement about the way DAS Legal Expenses Insurance Company Limited handle a claim that is not resolved through the DAS Legal Expenses Insurance Company Limited internal complaints procedure, the insured person can contact the Financial Ombudsman Service for help.
- 8 DAS Legal Expenses Insurance Company Limited may, at DAS Legal Expenses Insurance Company Limited discretion, require the insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and DAS, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that DAS Legal Expenses Insurance Company Limited have agreed to) or make a successful defence, DAS Legal Expenses Insurance Company Limited will pay the cost of obtaining the opinion.
- 9 You can cancel this policy by telling DAS within 14 days of taking it out; or at any time afterwards as long as you tell DAS at least 14 days beforehand. DAS Legal Expenses Insurance Company Limited can cancel this policy at any time as long as DAS Legal Expenses Insurance Company Limited tell you at least 14 days beforehand.
- 10 DAS Legal Expenses Insurance Company Limited will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 11 This policy will be governed by English law.
- 12 All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Helpline services

DAS Legal Expenses Insurance Company Limited provide these services 24 hours a day, 7 days a week during the period of insurance. All help-lines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help DAS check and improve DAS Legal Expenses Insurance Company Limited service standards, DAS Legal Expenses Insurance Company Limited record all calls, except those to the counselling service. When phoning, please tell DAS your policy number or the name of the scheme you are in. Please do not phone DAS to report a general insurance claim. To contact these services (except the identity theft and counselling services) phone DAS on **0117 934 0553**.

1 Eurolaw legal advice service

DAS will give an insured person confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

2 Tax advice service

DAS Legal Expenses Insurance Company Limited will give an insured person confidential advice over the phone on personal tax matters.

3 Identity theft

DAS Legal Expenses Insurance Company Limited will provide an insured person resident in the UK, Northern Ireland or Jersey with detailed guidance and advice over the phone for any concerns about being or becoming a victim of identity theft. For help, phone **0844 848 7071**. The helpline is open 8am-8pm, 7 days a week.

4 Health and medical information service

DAS Legal Expenses Insurance Company Limited will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists. Between the hours of 7 pm and 9 am DAS Legal Expenses Insurance Company Limited will take a message and one of DAS Legal Expenses Insurance Company Limited health and medical advisors will contact the insured person the next day or at an agreed time.

5 Counselling

DAS Legal Expenses Insurance Company Limited will provide an insured person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services. To contact the counselling helpline, phone us on **0117 934 2121**. For the following four helpline services, you will be responsible for paying the costs for the help.

6 Domestic help

DAS Legal Expenses Insurance Company Limited will arrange help or repairs needed if an insured person has a domestic emergency in your home, such as a burst pipe, blocked drain, broken window or building damage.

7 Veterinary help

DAS Legal Expenses Insurance Company Limited can help find a vet who can offer treatment if an insured person's pet is ill or injured.

8 Childcare help*

DAS Legal Expenses Insurance Company Limited can help an insured person find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to an insured person) and an insured person needs to make alternative childcare arrangements.

9 Home help*

DAS Legal Expenses Insurance Company Limited can help an insured person find cleaning staff, au pairs and housekeepers if an insured person needs assistance to run their home in a crisis (such as illness or injury to an insured person).

* DAS Legal Expenses Insurance Company Limited can provide insured persons with contact details for these services 24 hours a day 7 days a week, but most of them only work during standard office hours. Outside of these times, DAS Legal Expenses Insurance Company Limited will contact them for the insured person the next working day and call the insured person back. DAS Legal Expenses Insurance Company Limited will not accept responsibility if the Helpline Services are unavailable for reasons DAS Legal Expenses Insurance Company Limited cannot control.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

Section 5 Home Emergency

This section only applies if your schedule shows home assistance is included

How DAS can help

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

To claim under your policy, please phone us on 0800 328 3466 and state:

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

When **you** have given DAS details of **your** claim and they have accepted it, they will arrange for one of their approved contractors to help **you** as quickly as possible. They will tell **you** what to do next. All phone calls to them are monitored and recorded as part of their training and quality assurance programmes. By using this service **you** are agreeing to them recording **your** call. Please note that remote locations and bad weather may affect their normal standards of service.

When They cannot help

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

DAS will pay a claim only if they have given their agreement and only if there is someone at **home** when their approved contractor arrives.

Problems

DAS will always try to give **you** a quality service. If **you** think they have let **you** down, please write to their Customer Relations Department at their Head Office address shown below.

Alternatively **you** can phone them on **0117 934 0066** or email them at:

customerrelations@das.co.uk

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

DAS Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England & Wales, company number 103274.

Website: www.das.co.uk

If you are still not happy, you can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Website: www.financial-ombudsman.org.uk

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

Definitions (this section only)

Wherever they appear in this policy, the following terms have the specific meanings given below.

Home

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

Insured person/people

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

Main heating system

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

components of the system, but not cold-water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hot-water systems or any form of solar heating.

Period of cover

The period for which DAS have agreed to cover you.

Plumbing and drainage

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

This does not include:

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

We, us, our, they, their

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

What you are covered for

- Your** policy covers you for **INSURED INCIDENTS** that are sudden, unexpected, and require immediate corrective action to:
 - prevent damage or further damage to **your home**;
 - make **your home** safe or secure; or
 - relieve unreasonable discomfort, risk or difficulty to an **insured person**.
- Your** policy covers you only if **your schedule shows home assistance is included**. **DAS** agree to provide the insurance in this policy, subject to its terms, conditions and exclusions, as long as the **INSURED INCIDENT** happens during the period of cover.
- DAS** will pay up to £500 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an **INSURED INCIDENT**.
- If **your home** remains uninhabitable overnight following an **INSURED INCIDENT**, **DAS** will pay up to £250 for hotel accommodation on a room-only basis for insured people.
- If this policy does not cover the service **you** need, **DAS** will try (if **you** wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and **your** supplier.

Insured Incidents

1 Roof damage

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

2 Plumbing and drainage

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

3 Main heating system

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

4 Domestic power supply

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

5 Toilet unit

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

6 Home security

Damage to, or the failure of, external doors, windows or locks which leaves your home insecure.

7 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 insured

- a claim following an **INSURED INCIDENT** which happens during the first 48 hours from the start of your period of cover if you take out this policy at a different time from any other related agreement;
- an incident or matter arising before the start of this policy;
- a claim where your home has been left unoccupied for 30 consecutive days;
- a claim where DAS have given instructions relating to the help they are providing and the insured person has not followed them;
- costs incurred where their approved contractor has attended but your home was unoccupied;
- costs incurred before an insured person has notified them of an **INSURED INCIDENT**;
- a claim arising from a deliberate act or omission by an insured person;
- a property that you rent or let or that you own that is not your main residence;
- normal day-to-day home maintenance that an insured person should carry out or pay for (such as servicing of heating and hot-water systems) and the replacement of parts that tend to gradually wear out or need regular attention;
- a claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer;
- a claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use;
- damage caused gaining necessary access to, or in reinstating the fabric of, your home;
- a claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an insured person's failure to buy or provide enough gas, electricity or other fuel source;
- damage to boundary walls, gates, hedges, fences or outbuildings and damage that only affects garages;
- the malfunction or blockage of septic tanks, cess pits or fuel tanks;
- a claim arising from subsidence, landslip or heave;
- homes with more than 15 rooms.

Conditions (this section only)

- 1 Claims must be reported to us as soon as possible and no later than 48 hours after **you** first become aware of the **INSURED INCIDENT**.
- 2 An **insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) maintain the **home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the **home**;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) take reasonable steps to keep any amount **DAS** have to pay as low as possible.
- 3 **You** can cancel this policy by telling **us** within 14 days of taking it out; or at any time afterwards as long as you tell them at least 14 days beforehand. **DAS** can cancel this policy at any time as long as they tell you at least 14 days beforehand.
- 4 **DAS** will make every effort to provide the service at all times, but they will not be responsible for any liability arising from a breakdown of the service for reasons they cannot control.
- 5 **DAS** will not pay for losses that are not directly covered by this policy. For example, they will not pay to replace a carpet damaged by a leak or for time taken off work because of an **INSURED INCIDENT**.
- 6 **DAS** will not pay a claim covered under another policy. They will not pay a claim that would have been covered by another policy if this policy did not exist.
- 7 This policy will be governed by English law.

General Conditions which apply to all Sections

1 Your duty

The company will only provide the cover set out in this policy if you keep to all the terms and conditions of the policy.

2 Accidents and losses

You must tell the company as soon as reasonably possible about any incident which may lead to a claim under this policy. If you receive any notice of a prosecution or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible. You must also keep the company up to date with any developments in your claim.

3 Claims procedure

You must not admit liability for or negotiate to settle any claim without the company's written permission. The company may take over, defend or settle the claim, or take up any claim in your name for the company's own benefit. You must give the company all the information and help the company needs. Claims must be notified and claim form submitted within 60 days of the event. You must not abandon property to the company.

For any loss or damage claim you must:

- give the company any information and evidence asked for, including written estimates and proof of ownership or value;
- tell the police immediately if there has been loss or damage caused by deception, theft, attempted theft, lost property, vandalism or malicious damage, riot or loss outside your home;
- take all reasonable steps to get back lost or stolen property.

4 Other insurance

If you have other insurance that covers the same loss, damage or liability, the company will not pay more than its share of your claim.

5 Settling disagreements

If the company have agreed to a claim but there is a disagreement over the amount the company will pay, the problem must be decided by an arbitrator who you and the company can both accept.

You cannot take legal action against the company until the arbitrator has decided on the amount the company should pay.

6 Preventing loss or damage

You must take all reasonable care to prevent loss, injury or liability, damage or accidents and to maintain all property covered under this policy in good condition.

7 Fraud

You or any person acting for you must not make false claims.

If you or anyone acting for you makes a claim knowing any part of it to be false or exaggerated in any way, or if you deliberately cause loss or damage, the company will not pay the claim and the company will cancel your policy.

8 Changes that may affect your cover

You must tell the company as soon as possible (no later than 14 days) if there are changes that may affect your insurance, such as the following:

- you change the address where you normally live;
- your property is unoccupied for more than 60 days;
- you change jobs;
- a change of occupancy or use in excess of 14 days;
- lack of maintenance (if the property is unoccupied);
- you are convicted or have a conviction pending for any offence other than motoring;
- you suffer a loss for which you are not claiming.

The company may then re-assess your cover and premium. If you do not tell the company about any relevant changes, the company may:

- charge you the wrong premium;
- reject or refuse your claim;
- declare your policy invalid.

9 If you miss a payment

If you are paying your premium in instalments and you miss a payment, we will cancel your cover; We will give you 7 days notice before we do this.

10 If you have not paid your premium

If you have not paid your premium, we may take any unpaid premiums from any claim payment the company makes to you.

11 Cancelling your policy

We can cancel your policy by sending you 7 days notice in writing to your last known address.

You can cancel your policy by giving us 7 days notice.

- if you do so you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered plus a £25 administration charge.

If the amount due when you cancel the policy is more than the amount you have paid, you must pay the difference.

The company will never refund your premium if you have made a claim during the period of insurance.

12 Tenanted property

It is your duty to ensure that:

- at least 2 satisfactory references are obtained in respect of the tenants;
- you or your agent, inspect the property at least once during either a 6 or 12 month tenancy and also between tenancies.

13 Parties to this contract

This contract is between you and the company. No one else has any rights they can enforce under this contract except those they have under law.

General Exceptions which apply to all Sections

You are not covered for any of the following:

1 Radioactivity

Any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste;
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

2 War

Any loss of damage caused by war, invasion, revolution or any similar event.

3 Sonic bangs

Loss or damage caused by pressure waves from an aircraft travelling at or beyond the speed of sound.

4 Loss of value

Loss of value that is more than the cost of repair or replacement.

5 Events before the policy starts

Any loss, damage, liability or injury that happened before the cover under your policy started.

6 Pollution or Contamination

This policy does not cover loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

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

7 Terrorism

This policy does not cover loss, damage or destruction or any cost or expense of whatsoever nature or where so ever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of terrorism.

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

8 Electronic and computer data recognition and computer viruses

Any loss or damage caused directly or indirectly by computer viruses.

Equipment includes computers and anything else insured by the policy that has a microchip in it. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment and other computing and electronic equipment linked to the computer.

Microchips include integrated circuits and micro-controllers.

Computer viruses include any program or software that prevents any operating system, computer program or software working properly or at all.

Extra Conditions — Endorsements

These conditions only apply if they are shown in your schedule.

1 Limited theft cover

This policy will only insure loss or damage by theft if someone has used force to get into or out of your home.

2 Minimum security

This policy will only insure loss or damage by theft or malicious damage if:

- the final exit door is fitted with a BS3621 deadlock, carrying the BSI kitemark;
- all other external doors are fitted with a BS3621 deadlock, carrying the BSI kitemark or key-operated security bolts on the inside, fitted top and bottom to each opening leaf;
- all windows and fanlights at basement and ground-floor level which open are fitted with key-operated window locks;
- all windows and fanlights, including skylights about ground floor and which can be reached without using a ladder are fitted with key-operated window locks.

All security fittings must be used when:

- there is nobody at home;
- you go to bed (unless you want the window open in the room you are sleeping in).

3 Extended security

This policy will only insure loss or damage by theft or malicious damage if the burglar alarm fitted is used when:

- there is nobody at home;
- you go to bed.

The burglar alarm must be covered by an annual maintenance agreement. You must tell us straight away if you receive warning:

- from the alarm company that they will not be maintaining the burglar alarm;
- from the Police that they will not be responding to alarm signals if a central station alarm is a requirement of your policy.

4 Mortgage companies (Section 3 only)

The definition of you and your also includes the mortgage company shown in the schedule under “interested parties”.

5 Joint owners

The definition of you and your also includes the person named in the schedule under “interested parties.”

6 Business equipment

The definition of contents includes business equipment. Section 1 also covers property held or used for business.

7 Existing security

This policy will only insure loss or damage by theft or malicious damage if you are using the security measures when:

- there is nobody at home;
- you go to bed (unless you want the window open in the room you are sleeping in).

8 Security for jewellery

This policy will only insure loss or damage to jewellery by theft if all items are placed inside a locked safe (approved by the company) when not being worn.

9 Security for specified jewellery

This policy will only insure loss or damage by theft to the items of jewellery listed (specified) under either Section 1 or Section 2, if they are placed inside a locked safe (approved by the company) when not being worn.

10 Safety of keys

This policy will only insure loss or damage by theft or malicious damage if the keys to the burglar alarm and safe (where fitted) are not left on the premises when there is nobody at home.

11 Settings and mountings

This policy will only insure loss or damage to items of jewellery valued at £5,000 or more listed under Section 2 if all settings, mountings, clips and fasteners are examined and repaired by a qualified jeweller every year and you get their written confirmation.

12 Bank or safe deposit

The insurance applies only while the property shown in the schedule is left in the bank or safe deposit.

13 Stamp and coin collections

If the stamp or coin collection is lost or damaged, the most the company will pay for any individual, pair or set is up to 75% of its catalogue value at the time of the loss or damage. This will be based on the Stanley Gibbons catalogue for stamp collections and Seaby's catalogue for coin collections.

14 Chimney cleaning

You must keep all chimneys to solid-fuel stoves, boilers and open fires in good condition and make sure they are cleaned by a professional chimney sweep at least once a year before using them during the winter.

15 Re-thatching

When your home is being re-thatched, you must guarantee that:

- any thatch removed is burnt at least 50 metres from the home;
- the home will be kept both wind and weatherproof at all times.

16 Unoccupied homes

When the home is left unoccupied, the property must be inspected at least every 14 days.

Insurance does not include loss or damage caused:

- by theft or attempted theft;
- by vandalism or malicious damage;
- by water or oil escaping from a fixed water or heating installation or from any domestic appliance;
- by any fixed water or heating installation freezing;
- by accidental damage to fixed glass and sanitary fittings;
- by accidental damage to mirrors and glass;
- by accidental damage to television, video, audio and computer equipment;
- to freezer contents.

17 Holiday homes and weekend homes

The property must be inspected at least every 14 days.

When the house is left unoccupied for more than 72 hours in a row the insurance does not include loss or damage caused by:

- theft or attempted theft;
- vandalism or malicious damage;
- water or oil escaping from any fixed water or heating installation or from any domestic appliance between 1st October and 30th April unless:
 - the heating system is kept at a minimum of 7°C or
 - the water system is drained completely;
- any fixed water or heating installation freezing.

18 Business use

This policy will include your legal liability arising out of using your home for business purposes. The company will not insure any liability arising directly or indirectly out of your business activities.

19 Fire precautions

- all bonfires are lit as far away as possible from the buildings;
- all barbecues are lit as far away as possible from the buildings;
- there is at least one working 9 litre (or equivalent) fire extinguisher and operational smoke detector on each level of the home and a fire blanket and 2kg dry powder fire extinguisher in each kitchen;
- no naked flames or tools producing naked flames are used in the attic or loft space at any time.

20 Electrical Inspections

It is your duty to ensure that a current satisfactory Electrical Inspection Certificate (BS7671) is lodged with County Insurance Services, and that all remedial work detailed under the "Observations and Recommendations" section, allocated as 1, 2 or 3, has been completed. Failure to comply with this duty may render this insurance invalid in respect of loss or damage caused by fire.

21 Special Endorsements (see your Policy Schedule)

22 Flood exclusion

This policy will not insure loss or damage caused by:

- the escape of water from the confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
- inundation from the sea;
- flood resulting from storm or any cause other than the bursting or overflowing of water tanks, apparatus or pipes.

23 Subsidence exclusion

The policy will not insure loss or damage caused by subsidence, ground slip or heave.

24 Let Properties

It is your duty to ensure that:

- the property is let to professional people;
- at least two satisfactory references are obtained in respect of tenants;
- you or your agent, inspect the property at least once during either a 6 or 12 month tenancy and also between tenancies.

It is additionally your duty to give written notice to us within 14 days if you become aware of:

- a change of occupancy or use in excess of 14 days;
- lack of maintenance (if the property is unoccupied).

25 Flood Co-insurance

This policy will not insure loss or damage caused by:

- the escape of water from the confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
- inundation from the sea;
- flood resulting from storm or any cause other than the bursting or overflowing of water tanks, apparatus or pipes.

Unless the property is located:

- more than 8 metres above the flood zone;
- within an area described by Environmental Agency as being “Extent of Extreme Flood,” in which case the flood excess will be £5,000 and claims for flood will be restricted to 50% of the remaining claim.

26 Open Fires

This policy will not insure loss or damage caused by fire if:

- any open fires, solid fuel or wood burning stoves are used in the property.

27 Holiday homes, holiday lets, second and weekend homes

The property must be inspected at least every 14 days.

When the house is left unoccupied the insurance does not include loss or damage caused by:

- theft or attempted theft unless there is evidence that force and violence has been used to get into or out of the property;
- vandalism or malicious damage;
- water or oil escaping from any fixed water or heating installation or from any domestic appliance between 1st October and 30th April unless;
 - the heating system is kept at a minimum of 7°C or
 - the water system is drained completely;
- any fixed water or heating installation freezing.

How to Make a Claim

- Check your policy and schedule carefully to make sure that the loss or damage is covered under this insurance.
- Phone our claims department on **01865 290923** as soon as possible to report the loss or damage. They will tell you what to do next.
- You will be sent a claim form which you will need to check and change if any of the details you have given the company are not correct or complete. You should sign the claim form and return it with any other information that the company ask for as soon as possible.
- Please also read General Conditions 2 and 3 on page 31. If temporary repairs are needed to stop further damage, you should arrange for them to be done immediately. Keep the bills because they may form part of your claim.
- The company must have the chance to see the damage and approve the estimates before work begins. But depending on the work involved and the cost, the company may tell you to go ahead and get the work done without them seeing the damage.

Helplines

We have arranged the following 24-hour helpline for emergency claims: **0844 324 0686**

DAS have arranged the following 24-hour helplines to give you practical help:

DAS Home Assistance Plus: 0800 328 3466

24 Hour Emergency Assistance if Section 5 is operative on your schedule.

DAS Legal advice: 0117 934 0553 or 0117 976 2030

The DAS Legal Helpline lets you speak to a qualified legal adviser who can give you free confidential advice on any personal, legal, financial or employment matters. They will advise you if any costs which you run up as a result of following the advice is covered.

DAS Confidential Counselling Service 0117 934 2121

Phone counselling service including, where appropriate, onward referral to relevant voluntary or professional services.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

How to Make a Complaint

County Insurance make every effort to maintain the highest standards but recognise that there may be occasions when the particular requirements of our customers are not met. In these circumstances please call us on **01865 290910** or write to M Sydenham at:

County Insurance Services
County House
Glyme Court
Langford Lane
Kidlington
Oxford
OX5 1LQ

If you are unhappy with our response and wish to complain, please contact:

Complaints Department
Vantage Insurance Services limited
41 Eastcheap
London
EC3M 1DT

If you wish to take the matter, further please contact (if your schedule shows Groupama Insurance):

Chairman and Chief Executive
Groupama Insurances
One America Square
17 Crosswall
London
EC3N 2LB
Telephone: 0870 850 8510

For DAS sections of the policy

Chairman and Chief Executive
DAS Group DAS House
Quay Side Temple Back
Bristol
BS1 6NH
Telephone: 0117 934 0552

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800

