



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 43 applying to sections 1: 2 & 3 of this policy.

Governing law

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 Emergency - Section 5 applies

Homeworker - Section 6 applies

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

Definitions (sections 1 2 & 3)

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 International Insurance Company of Hannover limited, L'Avenir, Opladen Way, Bracknell, RG12 OPE (except Section 4 & 5, 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, solar panels, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks.

Business Your employment, trade, business or profession.

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 landslip 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 storage facility for furniture, 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 any facility for furniture 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 your 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 company will also pay all costs and legal fees for defending you, as long as the company has agreed to this in writing beforehand.

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

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 you 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 for contents.

What is not insured

- any excess shown in the schedule;
- first £500 of any damage caused by water damage
- 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 was forceful and violent 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 theft 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.

11 Flat Roof

The company will not pay for damage or destruction to any flat roof in excess of 25% of the total roof area unless

- The roof is less than 10 years old
- Subject to annual inspections by a qualified professional
- There is a written guarantee of inspection available on request
- It is kept in a good state of repair

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 to the same extent as is provided under Section 3A. 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 company also pay all costs and legal fees for defending you, as long as the company have agreed to this in writing beforehand.

The most the company will pay for a claim is £2,000,000 including costs & fees.

What is not insured

- any excess shown in the schedule;
- first £500 of any damage caused by water damage
- 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.
- damage caused as a result of frozen pipes is excluded unless you have fitted a heating system which is specifically designed to protect pipes from frost to all pipes in your loft (unless all pipes have a minimum of 25mm insulation) or anywhere else outside the living area of the property and that is in operation at all times.

Section 4 Family Legal Protection

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

Welcome to DAS

The Insurer for this section of the Policy is DAS Legal Expenses Insurance Company Limited (DAS). 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 DAS.

Online law guide and document drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on DAS website, www.dashouseholdlaw.co.uk. You can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

Helping you with your legal problems

If you wish to speak to DAS legal teams about a legal problem, please phone DAS on 0844 893 9011. DAS Legal Expenses Insurance Company Limited 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 DAS on 0844 893 9011 and DAS Legal Expenses Insurance Company Limited will give you a reference number. At this point DAS Legal Expenses Insurance Company Limited will not be able to tell you whether you are covered but DAS Legal Expenses Insurance Company Limited will pass the information you have given them to their claims-handling teams and explain what to do next.

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

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Registered in England and Wales, number 103274. Website: www.das.co.uk
DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

DAS's agreement

DAS Legal Expenses Insurance Company Limited agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, 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 DAS Legal Expenses Insurance Company Limited agree to, within the countries covered, and
4. the insured incident happens within the countries covered.

What DAS Legal Expenses Insurance Company Limited will pay

DAS Legal Expenses Insurance Company Limited will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, provided that:

- (a) 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

- (b) the most DAS Legal Expenses Insurance Company Limited will pay in costs and expenses is no more than the amount DAS Legal Expenses Insurance Company Limited 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 DAS Legal Expenses Insurance Company Limited pay the costs and expenses for appeals, DAS Legal Expenses Insurance Company Limited 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, DAS Legal Expenses Insurance Company Limited 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 DAS Legal Expenses Insurance Company Limited will pay in costs and expenses is the value of the likely award.

What DAS Legal Expenses Insurance Company Limited will not pay

In the event of a claim, if you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by DAS.

Definitions (this section only)

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

appointed representative

The preferred law firm, law firm, accountant or other suitably qualified person DAS Legal Expenses Insurance Company Limited will appoint to act on your behalf.

costs and expenses

- (a) All reasonable and necessary costs chargeable by the appointed representative and agreed by DAS 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 DAS 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 DAS Legal Expenses Insurance Company Limited 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 & 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 DAS Legal Expenses Insurance Company Limited have agreed to cover you.

preferred law firm

A law firm or barristers' chambers DAS Legal Expenses Insurance Company Limited 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 DAS agreed service standard levels, which DAS Legal Expenses Insurance Company Limited 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 DAS Legal Expenses Insurance Company Limited 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%. DAS Legal Expenses Insurance Company Limited, or a preferred law firm on their behalf, will assess whether there are reasonable prospects.

DAS their, (for this section only)

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this section (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 must have the policyholder's agreement to claim.

What you are covered for

1 Employment disputes

What is covered

A dispute relating to your contract of employment.

What is not covered

A claim relating to the following:

- (a) employer's disciplinary hearings or internal grievance procedures
- (b) any claim relating solely to personal injury
- (c) a compromise agreement while you are still employed.

2 Contract disputes

What is covered

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

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

Please note that:

- (i) you must have entered into the agreement or alleged agreement during the period of insurance, and
- (ii) the amount in dispute must be more than £250.

What is not covered

A claim relating to the following:

- (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- (b) the settlement payable under an insurance policy (DAS Legal Expenses Insurance Company Limited will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim)
- (c) a dispute arising from any loan, mortgage, pension, investment or borrowing
- (d) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, DAS Legal Expenses Insurance Company Limited will cover a dispute with a professional adviser in connection with these matters
- (e) a motor vehicle owned by or hired or leased to you.

3 Personal injury

What is covered

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

What is not covered

A claim relating to the following:

- (a) illness or bodily injury that happens gradually
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
- (c) defending your legal rights, but DAS Legal Expenses Insurance Company Limited will cover defending a counter-claim
- (d) clinical negligence.

4 Clinical negligence

What is covered

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

What is not covered

A claim relating to the following:

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

5 Property protection

What is covered

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

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £250
- (b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it)
- (c) a trespass.

Please note that you must have established the legal ownership or right to the land that is the subject of the dispute.

What is not covered

- (a) A claim relating to the following:
 - (i) a contract you have entered into
 - (ii) any building or land except your main home
 - (iii) someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority
 - (iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
 - (v) mining subsidence
 - (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession)
 - (vii) the enforcement of a covenant by or against you.
- (b) Defending a claim relating to an event that causes physical damage to property, but DAS Legal Expenses Insurance Company Limited will cover defending a counter-claim.
- (c) The first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as DAS Legal Expenses Insurance Company Limited accept the claim.

6 Tax protection

What is covered

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

What is not covered

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

7 Jury service and court attendance

What is covered

Your absence from work:

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

The maximum DAS Legal Expenses Insurance Company Limited will pay is your net salary or wages for the time that you are absent from work less any amount the court gives you.

What is not covered

Any claim if you are unable to prove your loss.

8 Legal defence

What is covered

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

- (a) you being prosecuted in a court of criminal jurisdiction
- (b) civil action being taken against you under:
 - discrimination legislation
 - section 13 of the Data Protection Act 1998.

What is not covered

Any claim relating to you driving a motor vehicle

9 Identity theft protection

What is covered

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

Please note that:

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

What is not covered

A claim relating to the following:

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

What is not covered

DAS Legal Expenses Insurance Company Limited will not pay for the following:

1. Late reported claims

A claim where you have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or DAS Legal Expenses Insurance Company Limited consider their position has been prejudiced.

2. Costs DAS Legal Expenses Insurance Company Limited have not agreed

Costs and expenses incurred before DAS 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 DAS Legal Expenses Insurance Company Limited have not agreed

Any legal action you take that DAS Legal Expenses Insurance Company Limited or the appointed representative have not agreed to, or where you do anything that hinders DAS 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 DAS 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.

10. Litigant in Person

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

Section conditions

1. Your legal representation

- (a) On receiving a claim, if legal representation is necessary, DAS Legal Expenses Insurance Company Limited 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 DAS Legal expenses Company Limited in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the appointed representative.
- (c) If you choose a law firm as your appointed representative who is not a preferred law firm, DAS Legal Expenses Insurance Company Limited 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 DAS Legal Expenses Insurance Company Limited will pay is the amount DAS Legal Expenses Insurance Company Limited would have paid if they had agreed to the DAS Standard Terms of Appointment.
- (d) The appointed representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.

2. Your responsibilities

- (a) You must co-operate fully with DAS and the appointed representative.
- (b) You must give the appointed DAS representative any instructions that DAS Legal Expenses Insurance Company Limited ask you to.

3. Offers to settle a claim

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

- (d) Where a settlement is made on a without-costs basis DAS Legal Expenses Insurance Company Limited will decide what proportion of that settlement will be regarded as costs and expenses and payable to DAS.

4. Assessing and recovering costs

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

5. Cancelling an appointed representative's appointment

If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover DAS Legal Expenses Insurance Company Limited provide will end immediately, unless DAS Legal Expenses Insurance Company Limited agree to appoint another appointed representative.

6. Withdrawing cover

If you settle or withdraw a claim without DAS agreement, or do not give suitable instructions to the appointed representative, DAS Legal Expenses Insurance Company Limited can withdraw cover and will be entitled to reclaim from you any costs and expenses DAS Legal Expenses Insurance Company Limited have paid.

7. Expert opinion

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

8. Arbitration

If there is a disagreement between you and DAS Legal Expenses Insurance Company Ltd about the handling of a claim and it is not resolved through DAS 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 you and DAS. If there is a disagreement over the choice of arbitrator, DAS Legal Expenses Insurance Company Limited will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

You must:

- (a) keep to the terms and conditions of this section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything DAS Legal Expenses Insurance Company Limited ask for, in writing, and
- (e) report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS Legal Expenses Insurance Company Limited need.

10. Cancelling the policy

You can cancel this section 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 section at any time as long as DAS Legal Expenses Insurance Company Limited tell you at least 14 days beforehand.

11. Fraudulent claims

DAS Legal Expenses Insurance Company Limited will, at their discretion, void the section (make it invalid) from its start date or from the date of claim, or alleged claim, or DAS Legal Expenses Insurance Company Limited will not pay the claim if:

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

12. Claims under this section of the policy by a third party

Apart from DAS, 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 this 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, DAS Legal Expenses Insurance Company Limited will only pay their share of the claim even if the other insurer refuses the claim.

14. Law that applies

This section 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 DAS UK-based call centres 24 hours a day, seven days a week. However, DAS Legal Expenses Insurance Company Limited may need to arrange to call you back depending on your enquiry. To help DAS check and improve their service standards, DAS Legal Expenses Insurance Company Limited record all inbound and outbound calls, except those to the counselling service. When phoning, please tell DAS your policy number TS3/3734256 and the name of the insurance provider who sold you this policy.

Legal advice service Call 0844 893 9011

DAS Legal Expenses Insurance Company Limited 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 0844 893 9011

DAS Legal Expenses Insurance Company Limited 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 0844 893 9011

DAS Legal Expenses Insurance Company Limited will give you information over the phone on general health issues and advice on a wide variety of medical matters. DAS Legal Expenses Insurance Company Limited can give you information on what health services are available in your area including local NHS dentists. Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Identity Theft Service Call 0844 848 7071

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

Counselling service Call 0844 893 9012

DAS Legal Expenses Insurance Company Limited 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 DAS Legal Expenses Insurance Company Limited refer you. **This helpline is open 24 hours a day, seven days a week.**

DAS Legal Expenses Insurance Company Limited cannot accept responsibility if the helpline services are unavailable for reasons DAS Legal Expenses Insurance Company Limited cannot control.

Data protection

To provide and administer the legal advice service and legal expenses insurance DAS Legal Expenses Insurance Company Limited must process your personal data (including sensitive personal data such as convictions) that DAS Legal Expenses Insurance Company Limited collect from you in accordance with their Privacy Policy.

To do so, DAS Legal Expenses Insurance Company Limited may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give you legal advice, DAS Legal Expenses Insurance Company Limited may have to send information outside the European Economic Area.

In doing this, DAS Legal Expenses Insurance Company Limited will comply with the Data Protection Act 1998. Unless required by law or by a professional body, DAS Legal Expenses Insurance Company Limited will not disclose your personal data to any other person or organisation without your written consent.

For any questions or comments, or requests to see a copy of the information DAS Legal Expenses Insurance Company Limited hold about you, please write to them at their address shown on the back page.

How to make a complaint

DAS Legal Expenses Insurance Company Limited always aim to give you a high quality service. If you think DAS Legal Expenses Insurance Company Limited have let you down, please write to them at their address shown on the back page.

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

Section 5 Home Emergency

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

How DAS can help

Before asking for help, please check that the problem is covered by this section. It is important that you contact the 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 this section of your policy, please phone DAS 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 DAS 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 on the back page.

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

Definitions (this section only)

Wherever they appear in this section, 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.

DAS, their

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

What you are covered for

- (a) This section of your policy covers you for INSURED INCIDENTS that are sudden, unexpected, and require immediate corrective action to:
 - (i) prevent damage or further damage to your home;
 - (ii) make your home safe or secure; or
 - (iii) relieve unreasonable discomfort, risk or difficulty to an insured person.
- (b) This section of 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.
- (c) 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.
- (d) 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.
- (e) If this section 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 section;
- 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 DAS 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 section;
 - (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 DAS 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 section. 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 section did not exist.
- 7 This section will be governed by English law.

Section 6 Homeworkers

Definitions (this section only)

For the purpose of this section of the Policy:

The Insured/ You/ Your means:

- The person, persons or corporate body named in the Schedule.
- Subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

Business The business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

The ownership, repair and maintenance of the Insured's own property.

Private work undertaken by any person employed for any director or partner of the Insured with the prior consent of the Insured.

Injury Death, bodily injury, illness or disease of or to any person.

Damage Loss of possession of or damage to tangible property.

Person Employed Any:

- Employee being a person under a contract of service or apprenticeship with the Insured.
- Labour master and persons supplied by him.
- Person employed by labour only sub-contractors.
- Self employed person under the control of the Insured.
- Person hired to or borrowed by the Insured.
- Person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.

Product

Any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

Pollution

Pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

Defence Costs

Costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) 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.

A Indemnity to others

The indemnity granted extends to:

Managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured.

Any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only.

Any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured.

The personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

B Cross liabilities

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

C Limits of indemnity

Section A – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.

Section B – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising from one originating cause provided always that the Limit of Indemnity:

Under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

In respect of Defence Costs, Section 6.1.3 Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed £1,000,000 in all during the Period of Insurance.

D Defence costs

Subject to the written consent and the control of the Underwriters and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

Incurred by or awarded against the Insured arising out of any prosecution of the Insured:

For breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect.)

For any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect.)

Incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007.

Arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry.

Arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy.

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1 when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

E Compensation for court attendance

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy, the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

Any director or partner	£250
Any Employee	£100

Section A – Employers’ Liability

Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

What is not insured

This Section does not apply to or include legal liability:

- Arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed.
- Incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security.
- Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- Arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- Arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.
- It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Compulsory Insurance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

Section B – Public Liability

Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

What is not insured

This Section does not apply to or include legal liability:

- In respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- Arising out of or in connection with any Product.
- Arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
- Caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation.
- Arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract.
- Arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation.
- Arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways.)
- For Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
- Clothing and personal effects (including vehicles and their contents) of Employees and visitors.
- Premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work.
- Premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement.
- Arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

Section C – Products Liability

Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

What is not insured

This Section does not apply to or include legal liability:

- In respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- For costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective.
- Arising out of the recall of any Product or part thereof.
- Arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft.
- Arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- Arising from circumstances known to the Insured prior to the inception date of this Insurance.
- Arising from the failure of any Product to perform its intended function.

Section D – Equipment and Stock

What you are insured against

Loss or damage to property insured

The Company will pay you or at our option replace or repair in respect of loss of or damage to the property insured happening during the period of insurance. The maximum we will pay is the sum insured shown in your policy schedule.

The property insured is:

1 Own plant tools and equipment

Constructional plant machinery trailers tools equipment site huts or caravans (including their contents) belonging to you for use in connection with the business while on or next to the site of any contract carried out by you in transit by road rail or inland waterway or elsewhere within the territorial limits.

2 Stock

Stock-in-trade (other than described in a) above) belonging to you up to an amount of £10,000 for all such property while at your premises or in a securely locked compound or store within the territorial limits or in transit by road rail or inland waterway.

3 Personal tools

Portable tools and equipment including portable electronic equipment the personal property of you or your partners principals directors or employed persons up to a maximum of £10,000 in total and a maximum of £5,000 for any one item of property and which are ordinarily used or needed on the site of any contract carried out by you in connection with the business anywhere within the territorial limits.

Reinstating the sum insured

In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by us or you saying otherwise. You will have to pay an additional premium for this.

Immobilised plant

We will pay the necessary costs involved in recovering property insured which may become immobilised or immovable while being used in connection with any contract on which you are working.

What is not insured

We will not pay for:

Excess

The amount of the excess shown in your policy schedule.

Excluded property

Loss of or damage to the following:

Any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites nor any vehicle used solely at contract sites and which is not licensed for road use.

Any aircraft.

Any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon.)

Breakdown

Mechanical or electrical breakdown or derangement.

Theft from unattended vehicles

Theft or attempted theft of property insured while contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer subject to goods being kept out of sight.

Computers and systems

Loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether your property or not where such loss or damage is caused by programming or operator error virus or similar mechanism or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.)

Damage caused to

- metals, coins, manuscripts, rare books, plans, patterns, models, moulds, designs or documents of title,
- tobacco, goods, wines, spirits or livestock,
- Money or securities for Money gaming machines, juke boxes, vending or beverage machines,
- production machinery requiring statutory inspection,
- mainframe computers or data processing equipment,
- any machinery in use;

Damage caused by:

- mechanical or electrical breakdown or derangement or its own overrunning, short circuiting or self heating;
- corrosion, rust wet or dry rot, shrinkage, evaporation, contamination, loss of weight, dampness, marring, scratching, vermin or insects;
- depreciation;
- change in temperature, colour, flavour, texture or finish,
- any process of production, cleaning, dyeing, repairing, restoring, packing, treatment, testing, commissioning, alteration or adjusting,
- atmospheric or climatic conditions or action of light,
- inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design, workmanship or materials,
- any unexplained loss, shortage or disappearance,
- any tools or machine while in use,
- loss or destruction of or damage to property contained in any unattended vehicle,
- any property which at the time of Damage is insured by a more specific insurance.

General Conditions Which Apply To All Sections in Section 6

General Conditions

The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs.)

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be

liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance. Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.

If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.

The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

Data Protection Act 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

EU Disclosure Clause (UK)

Notice to the Proposer/Insured: The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

General Exclusions Which Apply To All Sections in Section 6

General Exceptions

This Policy does not apply to or include legal liability:

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

- (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 nuclear component thereof.

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- (c) Of any party to whom Indemnity is granted under Section 3.4. (or their personal representatives.)
- (d) Assumed by the Insured by agreement which would not have attached in the absence of such agreement.

For any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever:

- (e) For the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage.
- (f) Which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

Sections B and C do not apply to or include legal liability:

Arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage.

Arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.

Arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution:

- (g) Was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance.
- (h) Was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or

indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

- (i) Directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.
- (j) Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.
- (k) Any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

Directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

Directly or indirectly resulting from, or in consequence of any travel package arrangement.

General Conditions which apply to Sections 1, 2, 3, and 6

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 or 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;
- or security devices agreed and noted by us.

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. sw

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 Bona Fide Sub-Contractors

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

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 2 4½ 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 (except sections 4 and 5)

- 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 property claims (sections 1: 2: 3: & 6): **0844 324 0686**

DAS Home Emergency: 0800 328 3466

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

DAS have arranged the following 24-hour helplines to give you practical help if section 4 is operative on your schedule):

DAS Legal advice: 0844 893 9011

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.

DAS Confidential Counselling Service 0844 893 9012

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 they 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

If your schedule shows International Insurance Company of Hannover Limited

Complaints department
International Insurance Company of Hannover Limited
L'Avenir
Opladen Way
Bracknell
RG12 OPE
Telephone: 01344 397600
Fax: 01344 397601

For DAS sections of the policy

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House Quay Side Temple Back
Bristol
BS1 6NH
Telephone: 0844 893 9013

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: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)

