



County Home Insurance Policy

Welcome to County

Dear Customer,

Thank you for insuring your property with us. At County Insurance Services Limited, 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 as 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**.

This policy document, along with your policy schedule, sets out everything you need to know about your property insurance. Please keep both of them together in a safe place.

Your premium has been based upon the information shown in the schedule and you should ensure that:

- you are clear which sections of cover you have included, the details of which are shown on your schedule;
- you understand what each section covers and the restrictions and exclusions that apply;
- you are clear of what your responsibilities are under the policy as a whole.

We hope that you are never unfortunate enough to need to make a claim but if you are, you can rest assured that you will receive an excellent level of service from our team of specialists.

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

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

Malcolm Sydenham
Director

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Important Information about your Policy

We want to help you understand your Property Insurance policy and make you aware that the information you have provided is part of a legally binding contract of insurance with us.

This booklet, the proposal form, schedule and any credit/debit cards are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that your cover is exactly what you need, and keep all documents in a safe place.

When drawing up this contract we have relied on the information and statements you have provided. During the period of insurance you are insured for those sections shown in your Schedule as being included.

This contract does not give, or intend to give, rights to anyone else. No one else can enforce any part of this contract.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

The Law applicable to this insurance

Under the laws of the United Kingdom both you and we are free to choose the law which applies to this contract to the extent permitted by those laws. Unless you and we agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and you have agreed that any legal proceedings between you and us in connection with this insurance will only take place in the courts of the part of the United Kingdom in which the premises are located.

Your total peace of mind

All insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme,
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Tel: 0800 678 1100 or 020 7741 4100
www.fscs.org.uk

Helpline services

DAS Legal Expenses Insurance Company Limited provide these services 24 hours a day, seven days a week during the period of insurance. However, **DAS** may need to arrange to call **you** back depending on **your** enquiry. To help **DAS** check and improve their service standards, **DAS** may record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **DAS your** policy number and name of insurance provider who sold this policy.

For Legal Advice, Tax Advice, Domestic Assistance and the Health and Medical Information Service, please phone **0344 893 9011**

For the Identity Theft Service, please phone **0344 848 7071**

For the Counselling Service, please phone **0344 893 9012**

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

Legal Advice service

DAS provides 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

DAS 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

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

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

Domestic Assistance

DAS will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or building damage. **DAS** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

Identity Theft service

If **you** are a resident in the UK or the Channel Islands, **DAS** 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

DAS 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** refer **you**.

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

Things we need to tell you about

This Policy

Your Property Insurance Policy Document is split into 6 Sections. Not all Sections of this policy may apply to you. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to you by your Broker.

This policy is not complete without a policy schedule. Your policy schedule will be issued to you if your application for insurance is accepted.

Your policy will be in force for the period of insurance shown on your policy schedule and covers you only for insured events that occur during that period.

The Insurers or Service Providers

This property Insurance policy could be underwritten by a consortium of the following leading UK insurers:- Ageas Insurance Limited (No 354568) Registered in England and Wales at Hampshire Corporate Park, Templars Way, Eastleigh, SO53 3YA and Royal and Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Or:

Certain Underwriters at Lloyds

Sections 4a, 4b and 5 are provided by DAS Legal Expenses Insurance Company Limited. Head and Registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, No. 103274. Website: www.das.co.uk. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme

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

The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. DAS Law Limited Head and Registered office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, No. 5417859. Website: www.daslaw.co.uk. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Your insurer is shown in your schedule.

All are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Several Liability

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Our Agreement with you

This policy is a legal contract between you and us.

When you take out, amend, or renew your policy, we will ask various questions that are relevant to us accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give us all of the information you are asked for. If you give us incorrect or incomplete information the wrong terms may be quoted, we may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

Our provision of insurance under your policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please read your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete you must tell your Broker immediately.

Our use of language

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

Data Protection Act 1998

How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

Sections 1 2 & 3 of this product are underwritten by either a consortium of two leading insurers being Ageas Insurance and Royal & Sun Alliance Insurance plc. Or Certain Underwriters at Lloyds. For Section 4a: 4b: and 5: DAS Legal Expenses Insurance Company Limited; and Section 6 Pen Underwriting Limited

You are giving your information to them and their associated companies. In this information statement, 'we' 'us' and 'our' refers to them unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop our services, systems and relationships with you
- Understand our customers' requirements
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can contact us by writing to:

<p>Data Protection Officer Ageas Insurance Limited Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA</p>	<p>Data Protection Liaison Officer Customer Relations Office RSA, Bowling Mill, Dean Clough Industrial Estate Halifax HX3 5WA</p>
<p>Data Protection Liaison Officer Pen Underwriting Limited The Affinity Claims Team PO BOX 1291 Preston PR2 0QJ Tel: 03301 026 796</p>	<p>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 www.das.co.uk DAS Law Limited Head and Registered Office: DAS Law Limited North Quay Temple Back Bristol BS1 6FL Registered in England and Wales number 5417859 www.daslaw.co.uk</p>

Definitions

Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Bodily Injury

Includes death or disease.

Broker

The intermediary who arranged this insurance on your behalf.

Buildings

Your property and its decorations including:

Fixtures & fittings attached to the property; its patios, terraces, tennis courts, swimming pools, walls, fences, gates, hedges, drives, footpaths, landlord's fixtures and fittings, solar panels, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks, which you own or for which you are legally responsible within the premises named in the schedule.

Contents

Household goods, valuables and personal belongings, within the home, which are your property or which you are legally responsible for.

Contents include:

- Tenants fixtures and fittings,
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home,
- Contents that are within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage up to £5,000 but £1,000 per item unless it is fixed permanently (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home),
- Contents in outbuildings up to £15,000, unless otherwise stated in the schedule,
- Deeds and registered bonds and other personal documents up to £1,500 in total,
- Valuables and Personal Belongings within the home, unless otherwise stated in the schedule,
- Office Equipment up to £5,000,
- Domestic oil in fixed fuel oil tanks,
- Pedal cycles up to £500 per pedal cycle within the home, unless otherwise stated in the schedule,
- Money and Credit Cards up to £500 in total, unless otherwise stated in the schedule.

Contents does not include:

- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- Any part of the buildings,
- Any property held or used for business purposes other than as defined under office equipment,
- Any property insured under any other insurance,
- Landlords fixtures and fittings.

Credit Cards

Includes charge cards, debit cards, banker's cards and cash dispenser cards.

Excess

The amount stated in this booklet or in the schedule and payable by you in the event of a claim.

Family

Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. 'Family' does not include lodgers or tenants.

Heave

Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.

Home

The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule, which you are legally responsible for.

Landslip

Downward movement of sloping ground.

Money

- Current legal tender, cheques, postal and money orders,
- Postage stamps not forming part of a stamp collection,
- Savings stamps and savings certificates, travellers' cheques,
- Premium bonds, luncheon vouchers and gift tokens,

all held for private or domestic purposes.

Occupant

A person or persons authorised by you to stay in the home

Office Equipment

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

Office equipment includes:

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

Office equipment does not include:

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

Outbuildings

Garden sheds, summer houses, barns, pump rooms, stables. Garages & greenhouses, on a permanent foundation, up to a maximum of £15,000 any one outbuilding, unless specifically stated otherwise in the policy schedule.

Unless otherwise agreed, outbuildings do not include:

- Inflatable buildings; or
- Any structure which is made of canvas, PVC or any other non-rigid material.

Period of Insurance

The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.

Personal Belongings

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

Personal Belongings includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,
- Mobile phones,
- Portable computer equipment.

Personal Belongings does not include:

- Tools used or held for business, professional or trade purposes,
- Contact or corneal lenses or hearing aids unless otherwise specified in the schedule,
- Any property insured under any other insurance.

Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The schedule is part of this insurance and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.

Settlement

Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction.

Subsidence

Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.

Terrorism

Any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means,
- Putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

United Kingdom

The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unfurnished

Where the main buildings are not furnished enough for you to live in.

Unoccupied

Where the buildings have not been lived in by you for more than 60 consecutive days during the period of insurance.

Valuables

Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to you or are your legal responsibility.

We/Us/Our

County Insurance Services Limited.

You/Your/Insured

The person or persons named in the schedule and all members of your family who permanently live in the home, including any resident domestic staff employed by you. It also includes the mortgage company shown in the schedule under “interested parties”.

The interest of the mortgagee will not be prejudiced by any act or neglect by you or any legal occupier of the property that increases the risk of loss or damage providing that:

- a. such an act or neglect is entirely without the authority or knowledge of the mortgagee
- b. as soon as the mortgagee becomes aware of any such act or neglect they must notify us in writing and pay any additional premium required by us.

Our Service Commitment to You

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your insurance or the handling of a claim, you should contact:

Policy Enquiries	Claims Enquires
County Insurance Services Limited County House Langford Lane Kidlington OX5 1LQ Telephone 01865 844980 Email:schemes@county-insurance.co.uk	County House Langford Lane Kidlington OX5 1LQ Telephone 01865 844995 Email: houseclaims@county-insurance.co.uk

If You have a Complaint which relates to either Your Policy or to a claim which You have submitted under Your policy then please raise this in the first instance with Your broker who will

aim to resolve Your concerns by close of the next Business day.

If Your broker is unable to deal with Your concerns the matter will be forwarded onto Your Insurer via Your Insurance provider, who is:-

County Insurance Services Limited, County House, Langford Lane Kidlington OX5 1LQ

Whilst reviewing Your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of Your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

For Section 4a: 4b: and 5:

Then contact:

Customer Relations Department

DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back

Bristol BS1 6NH Telephone: 03448939013

If you remain dissatisfied, you may refer the matter at any time to:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567 free from mobile phones and landlines

0300 123 9123 free from mobile phones and landlines

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

In all communications the policy/certificate number appearing in the schedule should be quoted.

Your right to take legal action against us is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service.¹

Canceling this Policy

Within the Cooling-off Period

If after reading through your insurance policy you decide not to proceed with this insurance, you have the right to cancel back to the start of the period of insurance without giving any reason, providing your instruction to cancel is submitted to your Broker within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance, whichever is the latter.

Providing no claim has been made we will refund your premium in full.

Outside of the Cooling-off Period

If you wish to cancel your policy after 14 days you can do so at any time by contacting your Broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis subject to an administration charge,

¹Please be aware that the ombudsman will only consider your complaint if you have already given the Company the opportunity to resolve it.

providing no incidents have occurred which give rise to a claim.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

Our right to cancel this Policy

We can cancel your policy by giving you 30 days written notice at your last known address. We will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide us with information we have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- We have identified serious grounds (such as the use or threat of violence or aggressive behaviour against our staff, contractors or property);
- There is a change in risk occurring which we are unable to insure;
- We establish that you have provided us with incorrect information;
- Failure to take care of the property insured;
- You breach any terms and conditions of your policy.

Please also see the Fraud conditions on page 8 of this policy and the Change in Circumstances conditions on page 18 of this policy.

Where possible, we will try to seek an opportunity to resolve the matter with you.

If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance based on a proportional daily rate depending on how long this insurance has been in force less administration charge £25.00.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

This will not affect your right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy your broker may impose a charge. Please contact your Broker for further information.

Claims Procedure

Although we hope that you will never need to make a claim on your insurance policy, we have made everything as simple and straightforward as possible should you ever need to use our claims service.

How to make a claim

When an accident happens, you should take any immediate action you think is necessary to protect your property and belongings from further damage, such as switching off the gas, electricity or water.

If you need to make a claim under this policy, please contact us straight away by calling the claims helpline on:

01865 844995

To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value.

When you call us, we may:

- Ask you to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of our claims advisors, an independent loss adjuster or other expert – their aim is to help us agree a fair settlement with you; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For Buildings claims, we have a network of authorised repairers ready to put things right. If we appoint an authorised repairer:

- They will make your home safe for you,
- If further work is required, they will arrange a convenient time to complete the work,
- You will not need to obtain estimates,
- You can be assured of the standard of the work.

For Contents or valuables and personal belongings claims, if an authorised repairer or supplier is used:

- we will arrange for someone to repair or replace the lost or damaged items,
- you can be assured of the standard of work.

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be

inoperative from the date the premium was due.

Where a claim has been notified during the current period of insurance, you must continue with the monthly payments throughout the remaining period of insurance, or pay the remaining premium in full. If you fail to do so, we may deduct any outstanding amount from any claims settlement.

Claims Terms and Conditions

Applicable to sections 1 2 & 3 of this insurance

These are the claims terms and conditions which you and your family will need to keep to as your part of the contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid.

If anything happens which might lead to a claim, what you must do depends on what has happened. The sooner you tell us the better. In some cases, there are other people you must contact first.

- You must notify your broker as soon as possible giving full details of what has happened.
- You must provide us with details of what has happened within 30 days of discovering the loss or damage.
- If you or your family are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss you must tell the police immediately and obtain the police reference number. Tell us as soon as you can.
- If you or your family are the victim of riot you must tell us as soon as you can or no later than 7 days after the riot.
- For all other claims you must notify us as soon as possible, giving full details of what has happened.
- If a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive must be forwarded to us within 4 days, unanswered.
- You must not admit liability, or offer or agree to settle any claim without our written permission.
- You must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item you are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything we can and to make sure no more damage happens. You must help us to do this but you must not abandon your property to us.

We have the right, if we choose, in your name but at our expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide us with any information and assistance as we may require about any claim. You must help us to take legal action against anyone or help defend any legal action if we ask you to.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy in force, insuring the same loss, damage or liability covered by this policy; we shall only be liable for our proportional share.

General Conditions

Applicable to the whole of this insurance

These are the conditions of the insurance you and your family will need to meet as your part of the contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances your policy might become invalid.

Each home included under this insurance is considered to be covered as if separately insured.

Take Care

You must take care to provide complete and accurate answers to the questions we ask when you take out, amend, and renew your policy.

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the sums insured shown in your schedule are adequate.

- i. Buildings should be insured for the full cost of rebuilding the buildings plus VAT in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of your home may be different from its market value.

- ii. Contents should be insured for the full cost of replacement as new.

Changes in Circumstances

Using the address on the front of your schedule you must tell us within 14 days as soon as you know about any of the following changes:

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

purposes;

You need to tell us about trade, professional or business use if:

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

When we are notified of a change, we will tell you whether this affects your policy. For example whether we are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to your policy. If we are not able to accept the change and it becomes necessary to cancel this insurance, we will do so as described within the cancellation conditions contained within this policy.

If you do not tell us about changes or give us incorrect information, the wrong terms may be quoted, we may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

Transfer of Interest

You cannot transfer your interest in the policy without our written permission.

Fraud

You must not act in a fraudulent manner, if you or anyone acting for you:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- we shall not pay the claim;
- we shall not pay any other claim which has been or will be made under the policy;
- we may declare the policy void;
- we shall be entitled to recover from you the amount of any claim paid under the policy since the last renewal date;
- we shall not make any return premiums;
- we may inform the Police of the circumstances.

Payments

- a) Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due
- b) Where a claim has been notified during the period of insurance, you must continue with the monthly payments throughout the remaining period of insurance, or pay the remaining premium in full. If you fail to do so we may deduct any outstanding amount from any claims settlement

Important Notice

Please note that if the information provided by you is not complete and accurate, we may:-

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

General Exclusions

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

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

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the period of insurance;
- Caused deliberately by you or any person lawfully in the home.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination

other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the home, and

Reported to us not later than 30 days from the end of the period of insurance,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - Computer viruses, erasure or corruption of electronic data,

- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Terrorism Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

13. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14. Unoccupied or Unfurnished Properties

You must tell us immediately as you become aware that your home is going to be unoccupied or unfurnished.

When we are notified, we will tell you whether this affects your policy. For example whether we are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to your policy. If we are not able to accept the change and it becomes necessary to cancel this insurance, we will do so as described within the cancellation conditions contained within this policy.

If you do not tell us we may:

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance

Section 1 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

But not:

- If notified to insurers more than 7 days after the event.

4 Storm, flood or weight of snow

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.
- We will not pay for:
damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

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 bank 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

8 Falling trees or branches

But not:

- damage to gates or fences unless the main structure of the property is damaged at the same time and by the same cause.

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

12 Environmental clear up costs

The company will pay the cost of removing, nullifying or cleaning up contamination caused by the escape of substances from tanks where such escape was a direct result of a sudden, unexpected and specific event which occurs at an identified time at your home.

But not unless:

- the event that resulted in the escape of substances occurs during the period of cover and loss or damage to your buildings from such an event would be covered by this insurance
- the tanks from which the escape of substances took place are owned by you, are located at your home, are designed to hold the substance that escaped and are used for heating, drainage or sewerage purposes only
- you make a claim within 60 days of the event that resulted in the escape of substances

The most the company will pay for a claim under this extension is £40,000 in all and in the aggregate in the period of cover when the event took place and you must pay the first £500 of each and every claim under this section

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 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 additional cost of similar alternative accommodation for you or any legal occupier of the property 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 1A. This does not apply if they have other insurance cover.

7 If your keys are lost or stolen

The company will pay the 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

The company will pay for the cost of work carried out in repairing or replacing the damaged parts of your buildings and agreed fees and related costs.

The amount the company will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by our nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors.

If the repair or replacement is not carried out, the company will pay the lesser of:

- The decrease in market value of your buildings due to the damage
- The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors if the repair work had been carried out without delay.
- All building repairs carried out by our preferred suppliers and insured under the Buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship
- no allowance will be made for VAT when a cash settlement is made.

The company may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property
- Purchase dates and location of lost or damaged property
- or damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

If the cost of rebuilding the buildings is more than your sum insured (including VAT for listed buildings) at the time of any loss or damage, then we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium you have paid for your buildings insurance is equal to 75% of what your premium would have been if your buildings sum insured was enough to reconstruct your buildings, then we will pay up to 75% of the claim made by you.

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

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 upward or downward movement of the ground and must be installed in accordance with manufacturer's instructions.

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 not 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.
- any liability arising out of your ownership, possession or use of any dog designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991, or, Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.'

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 £5,000,000 including costs and fees.

F Pollution and contamination statutory enforcement costs.

The company will indemnify you against costs and expenses reasonably incurred or payable by you as a direct result of a legally binding order notice or requirement of a government or statutory authority implementing or enforcing environmental protection legislation to take measures necessary in order to neutralise isolate confine abate remove destroy or eliminate such pollution and contamination from land at your home.

However, the company will not pay any amounts

- without the prior written agreement of the company
- unless the pollution and contamination is directly caused by a sudden identifiable unintended and unexpected event:
- that takes place in its entirety at a specific time at your home during the period of cover and; where loss or damage to your buildings or contents from such an event would have been covered by this insurance
- for measures ordered or required to be undertaken at any site unless it is your home and it has been directly affected by the event described above.
- for remediation of land beyond that necessary so that it no longer poses a significant threat of adversely affecting human health
- for improving surface or ground water beyond its status or condition existing immediately prior to the event described above
- for the reinstatement or reintroduction of plant or animal life
- unless you notify the company within 30 days of receipt of the notice requiring you to take measures to deal with the pollution or contamination.

The most the company will pay for a claim under this section is £500,000 in all and in the aggregate in the period of cover when the event took place

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.

Section 2 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 locked 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

But not:

- If notified to insurers more than 7 days after the event.

4 Storm or flood

- We will not pay for:
damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

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.

11 Environmental clear up costs

The company will pay the cost of removing, nullifying or cleaning up contamination caused by the escape of substances from tanks where such escape was a direct result of a sudden, unexpected and specific event which occurs at an identified time at your home.

But not unless:

- the event that resulted in the escape of substances occurs during the period of cover and loss or damage to your buildings from such an event would be covered by this insurance
- the tanks from which the escape of substances took place are owned by you, are located at your home, are designed to hold the substance that escaped and are used for heating, drainage or sewerage purposes only
- you make a claim within 60 days of the event that resulted in the escape of substances

The most the company will pay for a claim under this extension is £40,000 in all and in the aggregate in the period of cover when the event took place and you must pay the first £500 of each and every claim under this section

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 memory cards and sticks, or computer and console games or computer software;
- 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 storage 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 the 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 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 £1500.

9 Alternative accommodation

The company will pay the 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 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,

at the time of any loss or damage, then we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium you have paid for your contents insurance is equal to 75% of what your premium would have been if your contents sum insured was enough to replace all of your contents, then we will pay up to 75% of the claim made by you.

- 6 The most the company will pay for any one claim for items in garages or outbuildings belonging to your home is £15,000.
- 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.
- 9 The company may, however, request additional information depending upon circumstances and value which may include the following:
 - Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property
 - Purchase dates and location of lost or damaged property
 - For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Where the company have asked you for specific information relevant to your claim the company will pay for any expenses you incur in providing the company with the above information.

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 or 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 £5,000,000 including costs and expenses.

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 £10,000,000

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.

However, the company will not pay and liability arising out of your ownership, possession or use of any dog designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991, or, Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.

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 1 (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 3 Personal Belongings, Valuables, 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 90 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 2 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 you are with the pedal cycle and it 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. We will not pay any claim for items listed in the schedule unless you provide us with the original purchase receipt or an independent valuation from a qualified valuer which must be carried out prior to the date of loss or damage.
- 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.

- 7 In the event of loss or damage we will not pay any claim for items listed in the schedule unless you provide us with the original purchase receipt or an independent valuation from a qualified valuer which must have been carried out prior to the date of the loss or damage
- 8 The company may, however, request additional information depending upon circumstances and value which may include the following:
- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of your property
 - Purchase dates and location of lost or damaged property
 - For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Where the company have asked you for specific information relevant to your claim the company will pay for any reasonable expenses you incur in providing the company with the above information.

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 (unless shown in the schedule), 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 or documents of any kind;
- china, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids (unless otherwise specified in the schedule), food or drink, tools or television receiving equipment on the outside of your home.
- Tools used or held for business, professional or trade purposes,

Section 4a Family Legal Protection

This section only applies if **your** schedule shows Family Legal Protection is included.

To make sure **you** get the most from **your DAS** cover, please take time to read this section of the policy which explains the contract between **you** and **DAS**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

THE MEANING OF WORDS IN THIS SECTION

Wherever the following words or expressions appear in this section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply when interpreting this section:

Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** 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's** agreement.

Countries covered

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

DAS

DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

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

Date of occurrence

- a) For civil cases, 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 **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** have agreed to cover **you**.

Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have proven expertise to deal with **your** claim and must comply with **DAS** agreed service standard levels, which **DAS** 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** have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS's** behalf, will assess whether there are **reasonable prospects**.

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 policyholders agreement to claim.

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's** legal teams about a legal problem, please phone them on **0344 893 9011**. **DAS** 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 **0344 893 9011** and they will give **you** a reference number. At this point **DAS** will not be able to tell **you** whether **you** are covered but **DAS** 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** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if they accept the claim.

DAS AGREEMENT

DAS 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, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered**, and
- 4) the insured incident happens within the **countries covered**.

WHAT DAS WILL PAY

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

- a) the most **DAS** 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** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- c) In respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d) for an enforcement of judgement to recover money and interest due to **you** after a successful claim under this section, **DAS** 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** will pay in **costs and expenses** is the value of the likely award.

WHAT DAS 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**.

INSURED INCIDENTS

For advice and to make a claim call **0344 893 9011**

Employment disputes

What is insured

A dispute relating to **your** contract of employment.

Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.

What is not insured

Please also refer to the exclusions for this section on page 45.

A claim relating to the following:

- a) any claim relating solely to personal injury (please refer to insured incident **Personal Injury**).
- b) a settlement agreement while **you** are still employed.

Contract disputes

What is insured

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

- a) buying or hiring in goods or services
- b) selling goods
- c) renting **your** principal home as a tenant
- d) buying or selling **your** principal home.

Please note that the amount in dispute must be more than £100 (including VAT).

What is not insured

Please also refer to the exclusions for this section on page 45.

A claim relating to the following:

- a) the settlement payable under an insurance policy (**DAS** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- b) a dispute arising from any loan, mortgage, pension, investment or borrowing
- c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). However, **DAS** will cover a dispute with a professional adviser in connection with these matters
- d) a motor vehicle owned by or hired or leased to **you**.

Personal injury

What is insured

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

Please note that **DAS** will not defend **your** legal rights but **DAS** will cover defending a counter-claim.

What is not insured

Please also refer to the exclusions for this section on page 45.

A claim relating to the following:

- a) illness or bodily injury that happens gradually
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- c) clinical negligence (please refer to insured incident **Clinical negligence**).

Clinical Negligence

What is insured

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

What is not insured

Please also refer to the exclusions for this section on page 45.

A claim relating to the following:

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

Property protection

What is insured

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

- a) an event which causes physical damage to such property but the amount in dispute must be more than £100.

Please note **DAS** will not defend **your** legal rights but **DAS** will cover defending a counter-claim.

- b) a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over, or in connection with it)
- c) a trespass.

Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

What is not insured

Please also refer to the exclusions for this section on page 45.

A claim relating to the following:

- a) a contract **you** have entered into
- b) any building or land except **your** main home
- c) someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority
- d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
- e) mining subsidence
- f) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
- g) the enforcement of a covenant by or against **you**.

Tax protection

What is insured

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

What is not insured

Please also refer to the exclusions for this section on page 45.

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

Jury service and court attendance

What is insured

Your absence from work:

- a) to attend any court or tribunal at the request of the **appointed representative**
- b) to perform jury service

- c) to carry out activities specified in **your identity theft** action plan under insured incident **Identity theft protection**.

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

What is not insured

Please also refer to the exclusions for this section on page 45.

Any claim if **you** are unable to prove **your** loss.

Legal defence

What is insured

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

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

What is not insured

Please also refer to the exclusions for this section on page 45.

Any claim relating to **you** driving a motor vehicle.

Identity theft protection

What is insured

- 1) Following a call to the **identity theft** helpline service **DAS** 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** 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** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- 3) Following **your identity theft** **DAS** will pay:
 - a) **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
 - b) **costs and expenses** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**
 - c) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- i) **you** must notify **your** bank or building society as soon as possible
- ii) **you** must tell **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 insured

Please also refer to the exclusions for this section on page 45.

A claim relating to the following:

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

EXCLUSIONS RELATING TO THIS SECTION

DAS 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** consider their position has been prejudiced.
- 2) **Costs DAS have not agreed**
Costs and expenses incurred before **DAS's** 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 have not agreed**
Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.
- 5) **Defamation**
Any claim relating to written or verbal remarks that damage **your** reputation.
- 6) **A dispute with DAS**
A dispute with **DAS** not otherwise dealt with under condition 8 of this section.
- 7) **Judicial review**
Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8) **Litigant in person**
Any claim where **you** are not represented by a law firm, barrister or tax expert.

CONDITIONS RELATING TO THIS SECTION

1) **Your legal representation**

- a) On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **DAS** 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** will pay is the amount they would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **DAS** at all times and must keep them 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 representative** any instructions that **DAS** 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's** written consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
- c) **DAS** 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 their own expense and for their own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help **DAS** need to do so.

4) **Assessing and recovering costs**

- a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this.
- b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** 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** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**

6) **Withdrawing cover**

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

7) **Expert opinion**

DAS may require **you** to get, at **your** own expense, an opinion from an expert that **DAS** 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** 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** have agreed to) or make a successful defence.

8) **Arbitration**

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

9) **Keeping to the terms of this section**

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** 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 they need.

10) **Fraudulent claims**

DAS will, at their discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** 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.

Where the above circumstances apply, as part of **DAS's** fraud prevention measures **DAS** will, at their discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

11) **Claims under this section 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 the section in relation to any third-party rights or interest.

12) **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** will only pay our share of the claim even if the other insurer refuses the claim.

13) **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

Section 4b – Property Let Legal Protection

To make sure **you** get the most from **your DAS** cover, please take time to read this section of the policy which explains the contract between **you** and **DAS**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

THE MEANING OF WORDS IN THIS SECTION

Wherever the following words or expressions appear in this section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply when interpreting this section:

Appointed lawyer

The lawyer, or other suitably qualified person, whom **DAS** appoint to act for **you** in accordance with the terms of this section of the policy.

Costs and expenses

a) Legal costs

All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis.

b) Opponents' costs

The costs incurred by opponents in civil cases if **you** have to pay them, or pay them with **DAS** agreement.

Countries covered

The United Kingdom of Great Britain and Northern Ireland

DAS

DAS Legal Expenses Insurance Company Limited.

Date of occurrence

a) For civil cases

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events.

b) For criminal cases

The **date of occurrence** is when **you** began or are alleged to have begun to break the criminal law in question.

Hotel expenses

Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

Period of insurance

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

Rent arrears

Unpaid rent that

- is owed to **you** under a tenancy agreement, or
- would have been owed to **you** but for the breach of a tenancy agreement to let **your property**: where **DAS** have accepted **your** claim under insured incident **Repossession**.

Storage costs

£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

You, your

The person, business or property owner who has taken out this section of the policy.

Your property

The property **you** have told **DAS** about.

HOW DAS CAN HELP

To make a claim under this section, please phone **DAS** on **0344 893 9011**. **DAS** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will give **you** a claim reference number. At this point **DAS** will not be able to tell **you** whether **you** are covered but they will pass the information **you** have given them to their claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **DAS** Claims Department at the following address: **Claims Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

You may prefer to email **your** claim to **DAS** at newclaims@das.co.uk

WHEN DAS CANNOT HELP

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

DAS AGREEMENT

DAS agree to provide the insurance in this section, as long as:

- a) the premium has been paid; and
- b) the **date of occurrence** of the insured incident is during the **period of insurance**; and
- c) any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **countries covered**; and
- d) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **DAS** have agreed to).

WHAT DAS WILL PAY

For an insured incident under this section **DAS** will pay **you**:

- **hotel expenses**;
- **legal costs**, including **legal costs** to make or defend an appeal provided that:
 - a) **you** tell **DAS** within the time limits allowed that **you** want **DAS** to appeal; and
 - b) **DAS** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**;
- **rent arrears**, payable by **DAS** 30 days in arrears as shown under insured incidents **(a)** and **(b) Rent arrears** of this section;
- **storage costs**.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

INSURED INCIDENTS

For advice and to make a claim call **0344 893 9011**

Repossession

DAS will negotiate for the following:

a) England, Wales and Scotland

Your legal rights in trying to get possession of **your property** that **you** have let under:

- an assured shorthold tenancy;
- a short assured tenancy; or
- an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** to a limited company or partnership and **your property** has been let for people to live in.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** and **you** live in **your property** as the landlord.

b) Northern Ireland

Your legal rights in trying to get possession of **your property** that **you** have let to which The Private Tenancies Order 2006 applies

Conditions applicable to Repossession

- i) For both **a)** and **b)** **you** must give the tenant the correct notices telling him or her that **you** want possession of **your property**.
- ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded- delivery post.

Property Damage

DAS will negotiate for **your** legal rights after an event which causes physical damage to **your property**.

The amount in dispute must be more than £1,000.

Eviction of squatters

DAS will negotiate for **your** civil legal rights to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

Please note, for England, Wales and Scotland squatting is a criminal offence and therefore please contact the police in the first instance.

Rent recovery

DAS will negotiate for **your** legal rights to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Conditions applicable to Rent recovery:

- i) If **you** accept payment (or part payment) of **rent arrears** from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this section.
- ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed lawyer** before accepting payment of **rent arrears**.

Rent arrears

- a) **DAS** will pay **your rent arrears** while **your** tenant or ex-tenant still occupies **your property**.
- b) If after vacant possession **your property** needs damage repaired to enable **you** to re-let it, **DAS** will pay 50% of **your rent arrears** for a maximum of three months or until **your property** is re-let, whichever happens first.

Provided that in both **a)** and **b)** **you** have:

- i) obtained a satisfactory reference* for each tenant and each guarantor from a licensed referencing service before the tenancy started; and
 - ii) a detailed inventory of the contents and condition of **your property** (with supporting photographs) which the tenant has signed; and
 - iii) kept clear and up to date rental records;
- and provided that **DAS** have accepted **your** claim under **Repossession**

* The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

What is not covered under Rent arrears

Rent arrears once **your property** is re-let.

Legal defence

DAS will:

- a) defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
- b) defend an appeal against **your** decision not to adapt **your property** following a request under:
 - i) The Disability Discrimination Act 1995 as amended by the DDA 2005;
 - ii) The Housing (Scotland) Act 2006;
 - iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006;or any future amending legislation.

Provided that for **b)** **you** have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).

EXCLUSIONS RELATING TO THIS SECTION

DAS will not pay for the following:

- 1) Any claim reported to **DAS** more than 90 days after the date **you** should have known about the insured incident.
- 2) Any **costs and expenses, hotel expenses or storage costs** that are incurred before **DAS** agree to pay them.
- 3) Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy.
- 4) Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 5) Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 6) Any claim relating to subsidence, mining or quarrying.
- 7) Judicial Review.
- 8) Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- 9) A dispute with **DAS** not otherwise dealt with under Condition 7.
- 10) Any legal action **you** take which **DAS** or the **appointed lawyer** has not agreed to or where **you** do anything that hinders **DAS** or the **appointed lawyer**.
- 11) 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.

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

CONDITIONS RELATING TO THIS SECTION

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

- 7) If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.
- 8) **DAS** will, at their discretion, void the section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** 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 is made in support of a claim.

Where the above circumstances apply, as part of **DAS** fraud prevention measures **DAS** will, at their discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

- 9) **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 10) This policy will be governed by English law.

Section 5 Home Emergency

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

To make sure **you** get the most from **your DAS** cover, please take time to read this section of the policy which explains the contract between **you** and **DAS**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

THE MEANING OF WORDS IN THIS SECTION

Wherever the following words or expressions appear in this section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply when interpreting this section:

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:

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

DAS

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

HOW DAS CAN HELP

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

To claim under this section, please phone DAS on 0800 085 4211 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 **DAS** have accepted it, **DAS** will arrange for one of their approved contractors to help **you** as quickly as possible. **DAS** will tell **you** what to do next.

All phone calls to **DAS** are monitored and recorded as part of their training and quality assurance programmes. By using this service **you** are agreeing to **DAS** recording **your** call. Please note that remote locations and bad weather may affect **DAS** 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 **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**. If there is an emergency relating to a service such as water or electricity, **you** should also contact any company responsible for supplying the service.

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

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 section, 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

Roof damage

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

Plumbing and drainage

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

Main heating system

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

Domestic power supply

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

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**.

Home security

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

Lost keys

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

EXCLUSIONS RELATING TO THIS SECTION

DAS will not pay for the following:

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

CONDITIONS RELATING TO THIS SECTION

- 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) **DAS** will make every effort to provide the service at all times, but **DAS** will not be responsible for any liability arising from a breakdown of the service for reasons **DAS** cannot control.
 - 4) **DAS** will not pay for losses that are not directly covered by this section. For example, **DAS** will not pay to replace a carpet damaged by a leak or for time taken off work because of an **INSURED INCIDENT**.
 - 5) **DAS** will at their discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or they will not pay the claim if:
 - a) a claim the **insured person** has 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.
- Where the above circumstances apply, as part of **DAS's** fraud prevention measures **DAS** will, at their discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.
- 6) **DAS** will not pay a claim covered under another policy. **DAS** will not pay a claim that would have been covered by another policy if this section did not exist.
 - 7) This section of the policy is 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 by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- all loss destruction damage or Injury directly or indirectly caused by such pollution or contamination

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.

www.county-insurance.co.uk

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