



County Thatch Gold Insurance Policy

Welcome

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 844980.

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

This Policy Document, schedule and any endorsements 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 together in a safe place.

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 County Thatch Gold Home 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. 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

When drawing up this contract we have relied on the information and statements you have provided in your application or subsequent renewals.

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.

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

Sections One to Four, buildings, household contents, fine art and antiques and valuables, employees liability for domestic employee(s) and liability to others are underwritten by a consortium of leading insurers. Legal & General Insurance Limited

Section Five, Home Emergency; Section Six, Family Legal Protection and Advice: are underwritten by DAS Legal Expenses Insurance Com[any Limited.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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

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

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

The Insurers or Service Providers – Sections One to Four

This property Insurance policy could be underwritten by a consortium of the following leading UK insurers:- Legal & General Insurance Limited (Registered number: 00423930) is registered in England and Wales at One Coleman Street, London EC2R 5AA

ERGO Versicherung AG (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768. Legal & General Insurance Limited (Register number 202050) and ERGO Versicherung AG (Registered number: BR016401)

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.

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 and 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

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

For sections One to Four, Pen Underwriting Limited (a Managing General Agent of the Insurers) underwrites Insurance and handles claims for **You** on behalf of the insurers, a consortium of two leading insurers being Legal & General Insurance Limited & ERGO Versicherung AG ; Or Certain Underwriters at Lloyds. For Section 4a: 4b: and 5: DAS Legal Expenses Insurance Company Limited; and Section 6 Pen Underwriting Limited (a Managing General Agent of the Insurers) underwrites Insurance and handles claims for **You** on behalf of the insurers, a consortium of Argo Direct Limited on behalf of ArgoGlobal SE. and Covéa Insurance plc

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. However:-

County Insurance Services Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, our regulators, police and government agencies or fraud prevention agencies

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy notice at www.county-insurance.co.uk/downloads/privacynotice If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Definitions

Applicable to Sections One to Four of this insurance

Where the following words appear 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

Bodily injury includes death or disease.

Broker

The intermediary who arranged this insurance on your behalf.

Buildings

The buildings used for domestic purposes, situated at the address or addresses shown in your schedule which are owned by you, or for which you have a legal responsibility, including:

- the main domestic structure;
- garages and outbuildings;
- decorative finishes;
- permanent fixtures and fittings;
- domestic fixed fuel tanks;
- garden walls, fences, gates, paths and drives;
- hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges;
- permanently fitted hot tubs and swimming pools;
- radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;
- underground service pipes, cables, sewers, drains and drain inspection covers

Credit Cards

Credit, charge, cheque, bankers or cash dispensing cards.

Domestic Employee(s)

Any person employed by you under a contract of service which is solely for private domestic duties. Domestic employee(s) does not include any employee involved in demolition, alterations, extensions or renovations to any part of the insured premises.

Excess

The amount shown in the schedule or endorsement you have to bear in respect of certain claims covered by this insurance.

Fine Art and Antiques

All items of an antique nature or of artistic merit, including but not limited to pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, statuary, stamps, coins and medals, all forming part of a collection.

Fine art and antiques does not include valuables.

Heave

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

Home

The private dwelling(s) at the address(es) shown on your schedule and its outbuildings all used for domestic purposes only.

Household Contents

The household goods and personal belongings of your home all of which belong to you or for which you have a legal responsibility, including:

- clothing and other personal property;
- audio and visual equipment;
- pedal cycles;
- tenants fixtures and fittings and interior decorations;
- garden machinery, tools and implements;
- office equipment;
- outdoor items;
- sports equipment;
- saddlery and tack;
- fine art and antiques;
- valuables up to £10,000 in total

Household contents excludes:

- motor vehicles other than those defined under land vehicles;
- any boat or vessel designed for use on water other than those defined under watercraft;
- caravans and aircraft and any parts or accessories thereof;
- any part of the buildings;
- any living creature;

Insured Premises

The private dwelling(s) at the address(es) stated in

Land Vehicles

Any of the following which are owned by you, or for which you have a legal responsibility:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles;
- quad bikes;
- model or toy vehicles;
- segways;
- golf buggies;
- vehicles specifically designed to assist the disabled

Landslip

Downward movement of sloping ground.

Money

Any of the following belonging to you or in connection with your business:

- current legal tender, cheques, postal and money orders;
- postage stamps not forming part of a stamp collection;
- savings stamps, savings certificates and travellers cheques;
- premium bonds and gift tokens;
- travel and other tickets with a fixed monetary value

Office Equipment

Office equipment includes any of the following used in conjunction with your business at the home, which belong to you or for which you have a legal responsibility:

- furniture;
- computers (including keyboards and monitors);
- printers;
- fax machines and modems;
- photocopiers and typewriters;
- phone equipment;
- business stock
- money

Office equipment does not include:

- the cost of reconstituting any lost or damaged data;

Outdoor Items

Items which are normally left outdoors including garden furniture, garden statues, barbeques, fixed recreational toys, urns and other similar items.

Period of insurance

The period shown in the schedule and any further period for which you have paid or agreed to pay and we have accepted or have agreed to accept the premium.

Schedule

The schedule forms part of this insurance and shows details of the insured, the insured premises, the period of insurance, the sections of this insurance that apply and the sums insured or limits of liability.

Settlement

Downward movement as a result of the 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.

Sums Insured / Limits of Liability

The maximum amounts we will pay as shown in the schedule. Unless otherwise stated, the amounts apply to each incidence of loss and will be available again in full to meet further loss or damage.

United Kingdom

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

Unoccupied

If the insured premises have not been lived in overnight for more than 60 days or are not sufficiently furnished for normal living purposes

Valuables

Any of the following which are owned by you or for which you have legal responsibility:

- jewellery;
- watches;
- furs;
- guns

Watercraft

Any of the following which are owned by you, or for which you have a legal responsibility:

- sailboards
- surfboards
- dinghies
- hand-propelled boats of less than 16 feet or 4.8 metres in length
- motorised boats or vessels with an engine of 25 horsepower or less

We / Us / Our

The Insurer(s) stated in the schedule.

You / Your / Insured

The person or persons named in the schedule and all members of your family who permanently live in your home, including any resident domestic employee(s) employed by you

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

How to Make a Complaint

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

If **You** remain dissatisfied, **You** may refer the matter at any time to contact your insurers:-

For Sections 1 to 4

Then contact

Pen Underwriting Limited (Managing General Agent of the Insurers)

Complaints Officer

55 Blythswood Street

Glasgow

G2 8JH

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.

Cancelling this Policy

Applicable to Sections One to Four of this insurance

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 a minimum of 6 months retained premium, providing no claims have been made we will refund your premium in full less an administration charge of £25.00.

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:

- 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;
- non-cooperation or failure to supply any information or documentation we request;
- 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

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 (less an administration charge of £25.00) 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.

Important Notice

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

Claims Procedure

Applicable to Sections One to Four of this insurance

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 or loss occurs, 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:

County Insurance Services Limited
County House
Oxford Office Village
Kidlington
OX5 1LQ
Tel: 01865 844995
Email: claims@county-insurance.co.uk

Major New Claims out of office hours
The Affinity Claims Team
03301026796

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

If we appoint an authorised repairer the benefits for you are:

- they will make your home safe for you,
- we will arrange for someone to repair or replace the lost or damaged items:
- 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

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, a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

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:

- if you or your family are the victim of malicious damage, vandalism, riot, 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
- for all other claims you must notify us as soon as possible, giving full details of what has happened
- you must provide us with details of what has happened as soon as you can
- 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
- you must retain ownership of your property at all times. We will not take ownership of, or accept liability for, any of your property unless we agree with you in writing in advance to do so

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.

Large Loss Excess Waiver

In the event of a claim for loss or damage covered by this insurance exceeding £30,000, the excess shown in your schedule will not apply. This Large Loss Excess Waiver does not apply to any subsidence excess and/or any additional increased excess(es) shown in your schedule.

General Conditions

Applicable to Sections One to Four 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.

- buildings should be insured for the full cost of rebuilding the buildings 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.

- household contents should be insured for the full cost of replacement as new
- fine art and antiques should be insured for the current market value
- valuables should be insured for the current replacement value

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 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 may inform the Police of the circumstances

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, with a contract value of over £75,000;
- you or any member of your family has received a conviction for any offence except for driving;
- 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 at the home are removed, amended or become faulty;
- any increase in the value of your household contents or the rebuilding cost of your buildings;
- any part of your home is going to be used for any trade, professional or business purposes;

There is no 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.

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 extent of cover or terms of this insurance

Thatch Conditions

Applicable to Sections One to Four of this insurance

Fire Conditions

It is a condition of this insurance that where it is within your control you do not allow:

- Barbecues, fire-pits or chimineas to be burnt within 5 meters of the home (unless agreed by us).
- Any bonfires/incinerators, old thatch and thatching to be burnt within 100 metres of the home (unless agreed by us).

Chimney Condition

It is a condition of this insurance that all chimneys serving solid fuel stoves, boilers and open fires must be:

- Kept in a good state of repair throughout the period of insurance; and
- Professionally cleaned along the entire length at least twice during the period of insurance being: -

- At least once between 1st July and 31st October prior to winter use; and
- At least once between 1st January and 31st March unless alternative dates

have been agreed by us in writing, by a member of any of the following professional bodies unless an alternative has been agreed by us:

- Institute of Chimney Sweeps
- National Association of Chimney Sweepers (NACS)
- Guild of Master Chimney Sweeps
- Association of Professional and Independent Chimney Sweeps
- Professionally inspected by a qualified Chimney Engineer at least once every

5 years and any requirements or recommendations complied within 60 days of that inspection. A copy of the chimney inspection report/certificate is to be lodged with your broker.

Spark Arrester Condition

It is a condition of this insurance that spark arresters must be removed and thoroughly cleaned each time the chimney is cleaned.

Naked Flame Condition

It is a condition of this insurance that no naked flames or tools producing naked flames are to be used within 5 meters of the thatch roofing unless there is a wall or cavity in between.

Fire Protections Condition

It is a condition of this insurance that:

- At least one fire extinguisher is kept on each floor of your home; and
- A fire blanket conforming to BS EN 1869 is kept in the kitchen

All fire protections must be checked and maintained as per the manufacturer's instructions.

Thatch Condition

It is a condition of this insurance that all thatch roofing is inspected by a suitable qualified Thatcher at least once every five years. Any recommendations must be complied within 60 days of the inspection unless a longer period is agreed by us.

Smoke Detector Condition

It is a condition of this insurance that each floor within the home is fitted with a minimum of one smoke detector complying with BS EN 14604:2005

Electrical Condition

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

Wood Storage Condition

It is a condition of this insurance that all wood burnt on open fires or wood burners must be seasoned and stored outside away from the thatch where it is sheltered from excessive rain.

Electrical Lighting Condition

It is a condition of this insurance that:

- Every recessed light fitting located on the upper floor of the buildings must be fitted with a fire protection cover compliant with the standard of BS476:PT23; and
- No external electrical lighting is to be located with 50cm of the thatch roof covering unless they are fitted with LED lights.

If you fail to comply with the above Thatch Conditions this insurance may become invalid in respect of loss or damage caused by fire, smoke, storm or weight of snow.

In the event of loss or damage caused by fire, smoke, storm or weight of snow you may be required to provide proof of inspections.

All other terms, conditions, exclusions and limitations remain unaltered.

General Exclusions

Applicable to Sections One to Four of this insurance

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- 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

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.

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.

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.

Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the contract (Rights if 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.

Electronic Data Exclusion

We will not pay for:

- loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- 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.

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.

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.

Loss of Value

We will not pay for any reduction in market value of any property following its repair, replacement or reinstatement, unless expressly included within this insurance

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.

Wear and Tear and Gradually Operating Causes

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Anything which happens gradually, including smoke, damp, rising damp, wear and tear, gradual deterioration, fading, corrosion, rust or oxidation, rot, fungus, mould or infestation;
- Moths, insects, vermin or infestation;
- Dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm, frost or fire

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.

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.

Mechanical or Electrical Faults

We will not pay for any loss or damage caused by or resulting from any mechanical or electrical faults or breakdowns.

Unoccupied Homes

We will not pay for the following while your home is unoccupied:

- escape of water from or frost damage to fixed water tanks, apparatus or pipes, during the period 1st November to 28th February unless you comply with one of the following:
 - 1) where the entire home has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit; or
 - 2) all water supplies to the home are turned off at the mains and the entire water system is drained of all water
- theft or attempted theft, vandalism or malicious damage unless we agree cover;
- accidental breakage, spillage, staining, scratching or denting;
- escape of oil from any fixed heating installation or any domestic appliance;
- loss of metered water

Building Works

We will not pay for any loss or damage resulting from any work to your home, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of £75,000, unless the work has been agreed by us.

Section 1 - Buildings

The Cover

Cover for buildings applies only if it is shown as included in your policy schedule

This section covers the buildings belonging to you or for which you are legally liable, situated at the insured premises, against loss or damage, other than as excluded under either this section or the general exclusions.

Basis of Valuation/Settlement of loss and/or damage

In the event of loss or damage covered by this insurance, we will pay the cost of rebuilding or repairing the damaged buildings. If you have an up-to-date survey of the buildings, we will pay the full cost of rebuilding or repairing the damage, even if this is more than the sum insured, except for buildings that are Grade 1 listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the period of insurance and must have been authorised by us.

We will make a deduction for wear, tear or betterment if the buildings have not been maintained in a good state of repair.

Index-linking

The sum insured for buildings will be indexed each month in accordance with the movement in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by us.

There will be no additional premium payable by you for any monthly increase during the period of insurance, but at each renewal of this policy we will calculate the premium using the revised sums insured.

For your protection, should the index fall below zero we will not reduce the sum insured.

Your Sum Insured

We will not reduce the amount insured under section one after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.

Section One – Buildings Specific Extensions

This section also covers:

Alternative Accommodation

The costs of alternative accommodation incurred by you and your domestic pets while your home cannot be lived in, due to loss or damage covered by this insurance, but not for a period of more than 36 months.

Building Works

We will pay for loss or damage to the buildings whilst works are being carried out to your home which are not routine repair, maintenance or decoration, up to a contract value of £75,000. We will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by you and kept at the insured premises.

Damage Caused by Domestic Pets

We will pay up to £2,500 in any one period of insurance in respect of damage to the buildings caused by your domestic pets due to chewing, scratching, tearing or fouling. The most we will pay under section one – buildings and section two – household contents, fine art and antiques and valuables combined is £2,500.

Damage Occurring During the Sale of the Insured Premises

Loss or damage covered by this insurance for the purchaser of the insured premises, from the time of the exchange of contracts, or if in Scotland from the date you accept the offer of purchase, until the sale is completed or the period of insurance ends, whichever is sooner.

Emergency Access

We will pay for loss or damage to the buildings as a direct result of forcible entry to your home to attend a medical emergency or to prevent damage to your home.

Emergency Preventative Measures

We will pay up to £2,500 in any one period of insurance for costs incurred by you in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by storm or flood.

Fees, Expenses and Debris Removal

We will pay for the following expenses incurred with our prior written consent:

- fees to architects, surveyors and consulting engineers;
- the cost of clearing the site and making the buildings safe; and
- the cost of doing anything required by any Government or Local Authority, unless you received a notice before the loss or damage happened, and provided that the buildings were originally built according to any Government and Local Authority regulations in force at that time.

Forced Evacuation

If you are denied access to your insured premises by public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, we will, subject to our prior consent and approval, reimburse you for the cost of necessary and comparable alternative accommodation incurred by you, or any loss of rent due to you, but not for more than a period of 15 days.

Garden Cover

The costs of restoring your garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £10,000 for any one claim. We will only pay up to £1,000 for replacing any one tree, shrub or plant.

Locating the source of a leak

The costs of locating the source of a leak from fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors and ceilings, up to £20,000 in total during the period of insurance.

Removing trees from vehicular access

The costs of removing tree(s) that have fallen across the main vehicular access to the insured premises, we will only pay up to £2,500 for any one claim.

Replacement Locks

The costs incurred with our prior written consent for replacing locks to external doors, alarms and safes at the home following loss of or theft of your keys.

Your excess does not apply to this specific extension.

Specific Exclusions

We will not pay for:

- The excess stated in your schedule
- Loss or damage caused by storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the private dwelling is also affected at the same time by the same event
- Loss or damage caused by storm, flood, escape of water from or frost damage to domestic fixed fuel tanks
- Loss or damage caused by water leaking from swimming pools or related pumping equipment
- The cost of general maintenance and decoration
- Loss or damage caused by or resulting from warping or shrinkage
- Loss or damage caused by subsidence or heave of the site upon which the buildings stand, or landslide:
 - a) to domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;
 - b) to solid floors unless the walls of the home are affected at the same time by the same event;
 - c) arising from faulty design, specification, workmanship or materials;
 - d) which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law;
 - e) caused by river or coastal erosion;
 - f) whilst the buildings are undergoing any structural repairs, alterations or extensions; or
 - g) settlement of the buildings
- The cost of clearing blocked sewer pipes, drains, pipes or underground tanks

Section Two – Household Contents, Fine Art and Antiques and Valuables

The Cover

Cover for household contents, fine art and antiques and valuables applies only if they are shown as included in your policy schedule.

This section covers the household contents, fine art and antiques, and valuables belonging to you or for which you are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions. These items are insured whilst at the insured premises or anywhere in the world.

Basis of Valuation/Settlement of loss and/or damage

- In respect of household contents

In the event of loss or damage covered by this insurance, we will decide whether to repair, replace or pay a cash settlement on the basis of replacement cost as new. There will be no deduction for wear and tear.

In the event of a partial loss covered by this insurance we will pay for the cost of restoration or repair.

In any event we will not pay more than the sums insured shown in the schedule or the specific limits shown below.

- In respect of fine art and antiques and valuables

In the event of loss or damage covered by this insurance we will pay:

- a) For unspecified items:
Up to the replacement value of any items, pair or set of items at the time of such loss or damage
- b) For specified items:
Up to the value agreed by us and as stated in the schedule for each item, pair or set of items individually listed in the valuation or private inventory

In the event of a partial loss covered by this insurance we will pay the cost of restoring or repairing the item to its condition immediately before the insured event plus any resulting depreciation in the market value of the item.

In the event of loss, covered by this insurance, to part of a pair or set of items, we will pay the full replacement cost of the pair or set of items, provided you surrender the undamaged part(s) of the pair or set of items to us.

In any event we will not pay more than the sums insured shown in the schedule or the specific limits shown below.

Your Sum Insured

We will not reduce the amount insured under section two after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.

Specific Limits

Unless otherwise shown in the schedule, or more specifically covered or excluded elsewhere in this insurance, we will not pay more than the following amounts:

Fine art and antiques (except furniture)

£15,000 for any one item, pair or set of items

Land vehicles

£5,000 for any one claim

Office equipment

£20,000 for any one claim, with a maximum of £10,000 for business stock

Outdoor items

£25,000 for any one claim

Personal documents

For title deeds and other personal documents up to £10,000 for any one claim

Theft from unattended vehicles

£10,000 for any one claim

Valuables

£10,000 for any one item, pair or set of items

Watercraft including their furnishings, equipment and outboard motors

£5,000 for any one claim

Wine

£25,000 for any one claim

Index-linking

The sum insured for household contents will be indexed each month in accordance with the movement in the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us.

There will be no additional premium payable by you for any monthly increase during the period of insurance, but at each renewal of this policy we will calculate the premium using the revised sums insured.

For your protection, should the index fall below zero we will not reduce the sum insured.

Section Two Specific Extensions

This section also covers:

Additions and substitutions

This Section also automatically extends to include any additions or substitutions to the household contents, fine art and antiques and valuables insured during the period of insurance subject to our liability not exceeding an additional 20% of the sum insured stated in the schedule for this section, solely as a result of these additions or substitutions. This extension shall only apply when you declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by us is paid.

Alternative Accommodation

The costs of alternative accommodation incurred by you and your domestic pets, while the home cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months.

Alternative electricity generating supply cover

We will provide cover following loss or damage caused by fire, lightning, falling aircraft, flood or impact to permanently fitted and professionally installed and commissioned solar panels and wind turbines fitted at the insured premises for:

- the amount of revenue which is lost that you would have received from selling back surplus electricity, under contract, to a recognised electricity distributor;
- the additional cost of purchasing electricity from an electricity generating company sourced via the national grid which would otherwise have been reasonably provided by the solar panels or wind turbines fitted at the insured premises. You will have to demonstrate the amount of electricity historically produced by generating equipment installed at the insured premises.

The maximum amount payable in respect of any one incident and in any one period of insurance is £2,500 for a period of up to twelve months after the event that caused the loss, but only in respect of the period to repair or replace the solar panels or wind turbines.

We will not pay for loss or damage:

- that we specifically exclude elsewhere in this insurance;
- while the insured premises are being altered, repaired or extended;
- while the solar panels or wind turbines are being installed, moved or serviced;
- caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration;
- arising from faulty design, specification, workmanship or materials;
- caused by mechanical or electrical faults or breakdown;
- while the insured premises are lent, let or sublet

Computer Software

The cost involved in retrieving your personal electronic data as a result of loss or damage covered under this section up to £10,000 any one claim

Credit Cards

For loss for which you are responsible, up to £10,000 for any one claim, as a result of misuse by any unauthorised person(s) following loss or theft of any credit card, together with all costs and expenses incurred with our prior written consent arising before the credit card organisation received notification of the loss, provided that you comply with all the terms and conditions under which the credit card was issued. We will not pay for losses not reported to the police and issuer of the credit card within 24 hours of discovery. Where you have reported your credit card(s) for unauthorized or fraudulent use, in most circumstances you will only be liable for the first £50 of the claim.

Damage Caused by Domestic Pets

We will pay up to £2,500 in any one period of insurance in respect of damage caused by your domestic pets due to chewing, scratching, tearing or fouling. The most we will pay under section one – buildings and section two – household contents, fine art and antiques and valuables combined is £2,500.

Death of an Artist

We will pay for the increased value to any one piece of art that is individually listed under fine art and antiques where such increase is due to the death of the artist. We will not pay for:

- more than 200% of any one piece of art subject to a maximum of £50,000 in total;
- any claim where the artist's death occurs more than 6 months after the date of loss or damage;

- any claim where you cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where you cannot prove the increased value of any piece of art

Defective Title

We will pay you the purchase price of an item individually listed in your schedule if it is proved that the item purchased by you is not rightfully yours and you are required, by law, to return it to its rightful owner.

We will not pay:

- more than 110% of the total sum insured for fine art and antiques or £50,000, whichever is the less;
- if you do not notify us within the period of insurance; or
- if the item was inherited or given to you as a gift.

Fatal Injury and acquired disability

Fatal injury to you, happening at the insured premises, caused by outward and visible violence by burglars or by fire, for the following amounts:

- £50,000 if such injury results in your death within 12 months of the incident; and/or
- up to £15,000 where injury is sustained following the above events which necessitates alterations to the buildings to enable your continued occupation.

The maximum we will pay for any one incident is £100,000.

We will not pay for injury to or death of any domestic employee.

Freezer Contents

Freezer contents against loss or damage whilst at the home, including damage caused by a rise or fall in temperature. We will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.

Your excess does not apply to this extension

Gap Year Students

For possessions of student members of your family under the age of 26 who would normally reside at the home but who are travelling outside of the United Kingdom between university or college term years. We will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- more than £7,000 for any one claim
- for theft from unattended vehicles

Gifts and Presents

Wedding, birthday, anniversary and religious festival gifts purchased by you but not yet given to third parties and similar items purchased for you and kept in the home. This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival. We will pay up to £1,000 for any single item and £10,000 for any one claim.

Hire of Replacement Golf Clubs Overseas

Following loss or damage to your golf clubs, or any that you have hired or borrowed, whilst outside of the United Kingdom, we will pay up to £25 per day, subject to a maximum of £250, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to us in the event of a claim.

Hole in One

In the event of a Hole in One being achieved by you in an official golf club competition we will pay up to £500. Your scorecard and certification from your club or match secretary must be submitted to us in the event of a claim.

Loss of Oil, Metered Water or LPG

We will pay up to £10,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at your home during the period of insurance. We will pay up to £5,000 for the cost of liquid petroleum gas (LPG) lost from fixed domestic heating installations at your home during the period of insurance.

Loss of Rent Payable

Rent which you have to pay as a lessee or tenant of the insured premises while the home cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. We will not pay for any loss of rent if we have already paid a claim as a result of the same loss or damage under this section for alternative accommodation.

Marquees

For loss or damage to marquees that you have hired for up to 7 days, we will not pay more than £50,000 for any one claim.

Memorial Stones

We will pay up to £2,500 in any one period of insurance in respect of malicious damage or theft of the memorial stone commemoration of your parents, grandparents, spouse, domestic partner or children, subject to:

- the Memorial stone being in a good state of repair prior to the loss or damage;
- the Memorial stone being located in the United Kingdom

Money

We will pay up to £2,500 for any one claim.

We will not pay for:

- loss of value, confiscation or shortage due to your error or omission;
- more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box;
- money left in an unattended vehicle; or
- losses not reported to the police within 24 hours of discovery

Moving Home

Loss or damage to your household contents, fine art and antiques and valuables, during removal, transit and storage to your new permanent residence within the United Kingdom by professional removal contractors. We will not pay for loss or damage whilst in storage for more than 15 days.

Pedal Cycles

We will not pay for theft of pedal cycles with an individual value in excess of £5,000 unless:

- whilst at the insured premises the cycles are kept in a securely locked building
- whilst away from the insured premises the cycles are secured to an immovable object or building with an adequate security device put into full and effective use and between the hours of 23.00 and 06.00 the cycles are to be kept in and securely chained to a locked garage or private dwelling of standard construction.

For the purpose of this extension only "adequate security device" means a lock which is classed as at least Gold Rated by the Master Locksmiths Association (MLA).

Replacement locks

The costs incurred with our prior written consent for replacing locks to external doors, alarms and safes at the home following loss of or theft of your keys.

Your excess does not apply to this extension

Reward

We will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance. We will not pay any reward where you or the Police would benefit from such payment.

Stamp, Coin and Medal Collections

For stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim

Storage

Loss or damage to household contents, fine art and antiques and valuables permanently kept in a commercial storage facility during the period of insurance caused by any of the following perils:

- Fire, lightning, explosion, earthquake or smoke;
- storm, flood or weight of snow;
- escape of water from fixed water apparatus, pipes or tanks;
- theft or attempted theft accompanied by forcible and violent entry;
- impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings;
- riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism

We will not pay for more than 25% of your household contents, fine art and antiques and valuables sum insured

Students Possessions

We will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of your family whilst away from the insured premises and attending school, university or college.

We will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- for theft from unattended vehicles

We will not pay for theft or attempted theft of students possessions away from the insured premises unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

Your Legal Liability as a Tenant for Accidental Damage

Accidental damage to mirrors, glass tops and fixed glass in furniture and of fixed glass, double glazing, sanitary fixtures and ceramic hobs forming part of the buildings at the insured premises for which you are legally responsible as a tenant and are not otherwise insured.

Your Legal Liability as a Tenant for Damage to the Buildings

Your legal liability as a tenant, for loss or damage to the buildings, covered by this insurance. This extension excludes any liability:

- For loss or damage arising from subsidence, heave or landslip;
- For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or
- While the home is unoccupied.

Visitors and Domestic Employees Personal Effects

Personal possessions belonging to your visitors or domestic employees, up to £1,000 for any one item, pair or set and £5,000 per person for any one claim against loss or damage whilst at the home. We will not pay for money, credit cards and valuables belonging to your visitors or domestic employees or items covered under another insurance policy.

Specific Section Two Exclusions

We will not pay for:

1. The excess stated in your schedule
2. Loss or damage to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.
3. Loss, damage or liability caused by or resulting from guns used willfully or maliciously, regardless of intention to cause harm
4. Theft of any item from an unattended vehicle unless violence and force are used to enter the vehicle
5. Loss or damage caused by you not receiving goods or services you have paid for through any internet website.
6. Loss of value following repair, replacement or reinstatement in respect of household contents
7. Loss or damage caused by or resulting from warping or shrinkage
8. Loss or damage caused by subsidence or heave of the site upon which the buildings stand, or landslide:
 - a) arising from faulty design, specification, workmanship or materials;
 - b) which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law;
 - c) caused by river or coastal erosion;
 - d) whilst the buildings are undergoing any structural repairs, alterations or extensions

Section Three Employers Liability for Domestic Employee(s)

The Cover

Cover for Employers Liability for domestic employee(s) applies only if it is shown as included in your policy schedule

This section indemnifies you against any amounts that you become legally liable to pay as compensation, including costs and expenses with our prior written consent, for bodily injury by accident happening to your domestic employees, occurring anywhere in the world during the period of insurance, other than as excluded under either this Section or the General Exclusions.

Limit of Liability

Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 including all costs and expenses incurred with our prior written consent.

Specific Section Three Exclusions

We will not indemnify you for any liability for:

- Bodily injury arising directly or indirectly out of any work domestic employees do for you, other than domestic or gardening duties.
- Bodily injury arising directly or indirectly from any communicable disease or condition.
- Fines, penalties or punitive or exemplary damages that are only intended to punish you or to make an example of you.
- Bodily injury arising out of your ownership, possession or use of:
 - a) land vehicles when involved in incidents occurring away from the insured premises other than:
 - segways
 - model or toy vehicles
 - vehicles specifically designed to assist the disabled
 - b) any vehicle which is required to be registered for use on a public highway
 - any aircraft or watercraft other than:
- surfboard
- sailboards
- hand-propelled boats

Section Four – Liability to Others

The Cover

Cover for Liability to Others applies only if it is shown as included in your policy schedule

This section indemnifies you:

1. As owner or occupier for any amounts you become legally liable to pay as damages in respect of:
 - a) bodily injury to any person; or
 - b) loss or damage to property caused by an accident happening at the insured premises during the period of insurance, other than as excluded under this section or the general exclusions

2. As a private individual for any amounts you become legally liable to pay as damages in respect of:
 - a) bodily injury to any person; or
 - b) loss or damage to property caused by an accident happening anywhere in the world during the period of insurance, other than as excluded under this section or the general exclusions

If only section one – buildings are insured, your legal liability as owner only but not as occupier is covered under part 1) above.

If only section two – household contents, fine art and antiques and valuables are insured, your legal liability as occupier only but not as owner is covered under parts 1) and 2) above.

If both section one – buildings and section two – household contents, fine art and antiques and valuables are insured, your legal liability as owner or occupier is covered under parts 1) and 2) above

Limit of Liability

Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 plus all costs and expenses incurred with our prior written consent.

Specific Conditions

- All claims arising out of one incident shall be treated as one claim.
- In the event of your death, we will treat your legal personal representatives as the insured in respect of liability incurred by you.

Specific Extensions

Unrecovered Court Awards

We will pay for amounts you have been awarded by a court in the United Kingdom for bodily injury or damage to property and which still remain outstanding 3 months after the award has been made, provided that:

- a) part 2. above of this insurance would have indemnified you had the award been made against you rather than to you;

- b) there is no appeal pending; and
 - c) you agree to allow us to enforce any right that we shall become entitled to upon making payment
- Our liability for all damages payable under this extension shall not exceed £1,000,000 in any one period of insurance.

Defective Premises Act

We will indemnify you for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.

This extension will not indemnify you for:

- a) any liability if you are entitled to indemnity under any other insurance; or
- b) the cost of repairing any fault or alleged fault.

Specific Exclusions

We will not indemnify you for any liability for:

1. For bodily injury to you, any person permanently residing with you in the home or any person who, at the time of sustaining such injury, is engaged in your service.
2. For damage to property owned by or in the charge or control of you, any person permanently residing with you in the home or any person engaged in your service. This exclusion does not apply in respect of damage to the buildings for which you, as tenant, are legally liable to the owner.
3. Bodily injury arising out of your ownership, possession or use of:
 - land vehicles when involved in incidents occurring away from the insured premises other than:
 - segways
 - model or toy vehicles
 - vehicles specifically designed to assist the disabled
 - any vehicle which is required to be registered for use on a public highway
 - any aircraft or watercraft other than:
 - surfboards
 - sailboards
 - hand-propelled boats
 - any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or

- any power operated lift (other than domestic stair lifts)
4. For bodily injury arising directly or indirectly from any communicable disease or condition.
 5. For fines, penalties or punitive or exemplary damages that are only intended to punish you or to make an example of you
 6. Arising out of any criminal or violent act to another person or their property
 7. Arising directly or indirectly out of any business, profession, occupation or employment, other than:
 - Use of the home as an office for non-manual work in connection with your home business
 - Any unpaid occupation as a director or officer of a registered charity or other not for profit organization
 - Voluntary work for registered charity, religious or community group
 8. Which you have assumed under contract and which would not otherwise have attached
 9. Arising out of your ownership, occupation, possession or use of any land or building which is not within the insured premises
 10. If you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
 11. In respect of any kind of pollution and/or contamination unless it is:
 - 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 insured premises named in the schedule; and
 - Reported to us not later than thirty (30) days from the end of the period of insurance

The most we will pay in total for all such claims covered in the period of insurance is £5,000,000 including costs and expenses

Section Five – Home Emergency

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, landslide 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 Six – Legal Protection and Advice

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 50.

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 50.

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 50.

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 50.

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 50.

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 50.

- 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 50.

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

Legal defence

What is insured

Costs and expenses to defend **you** 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 50.

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 50.

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

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