

# Home Insurance

POLICY DOCUMENT

[www.ecclesiastical.com](http://www.ecclesiastical.com)



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**Please read this policy carefully to ensure it meets your requirements**

# Introduction

## Claims enquiries

### For all claims other than legal expenses and home emergency claims

This service is provided by the Claims Department at Ecclesiastical Insurance Office plc.

For enquiries on existing claims, the service is available from Monday to Friday 8.00am to 6.00pm.

If you wish to report a new claim, the service is available 24 hours a day, 7 days a week.

### The claims enquiries number is

**0345 603 8381**

or if calling abroad,

**+44 (0)1452 872 701**

### For legal expenses claims call:

**DAS Legal Expenses Insurance Company Limited**

**0345 268 9124**

or if calling abroad,

**+44 (0)1452 875 925**

### For home emergency claims call:

**0345 268 8469**

or if calling abroad,

**+44 (0)1452 875 922**

Suspected gas leaks must always be reported to the National Gas Emergency Service on 0800 111 999

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com).

## DAS Data Protection (applying to sections 7 and 8 only)

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

## Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## How DAS will use your information

DAS may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose your personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

## What is DAS' legal basis for processing your information?

It is necessary for DAS to use your personal information to perform their obligations in accordance with any contract that they may have with you. It is also in their legitimate interest to use your personal information for the provision of services in relation to any contract that they may have with you.

## How long will your information be held for?

DAS will retain your personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use your personal data, please contact DAS at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## What are your rights?

You have the following rights in relation to the handling of your personal data:

- the right to access personal data held about you
- the right to have inaccuracies corrected for personal data held about you
- the right to have personal data held about you erased
- the right to object to direct marketing being conducted based upon personal data held about you
- the right to restrict the processing for personal data held about you, including automated decision-making
- the right to data portability for personal data held about you

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How to make a complaint

If you are unhappy with the way in which your personal data has been processed, you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)

## Third party providers

Ecclesiastical provides certain specialist cover under this insurance contract via third parties whom we have selected as suitable providers. Where this is the case we have given details of the provider under the specific cover within this contract.

# Helplines

## **We have arranged the helpline services described for the benefit of all Home policyholders.**

These helplines are provided by DAS Legal Expenses Insurance Company Ltd.

You can contact the DAS UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on your enquiry. To help DAS check and improve service standards, DAS record all inbound and outbound calls, except those to the counselling service. When phoning, please tell DAS your policy number.

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

Unless otherwise stated, please call the following number for all helpline assistance.

**0345 268 9124**  
or if calling abroad,  
**+44 (0)1452 875 925**

### **Legal advice service**

DAS provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the 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, DAS will call you back.

### **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, DAS will call you back.

### **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 give you information on all health services including 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.

**For the following three services you are responsible for paying any costs for the help provided, but if the damage or costs are covered under your Home policy, you will be able to make a claim in the normal way.**

### **Veterinary assistance**

If your pet is ill or injured, DAS can help find a vet who can offer treatment.

### **Childcare assistance**

DAS will arrange help following an emergency if a regular child minder cannot attend or if you have to leave children at home unexpectedly.

### **Home assistance**

DAS will arrange assistance following an emergency (such as illness or injury to you) when help is needed to run the home. DAS can help find cleaning staff, au pairs and housekeepers.

### **We have also arranged the following services for your benefit**

#### **Counselling service**

**0345 266 9667**  
or if calling abroad,  
**+44 (0)1452 875 927**

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.

#### **Emergency glass replacement**

**0345 600 0148**

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.



# Home Insurance

## Preamble

**We** (the Ecclesiastical Insurance Office plc) and **you** (the Insured named in the schedule) agree the following:

- **We** will provide the cover if **you** pay the premium.
- The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.
- This policy (other than the Legal expenses section) will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it will be English law.
- The language used in this policy and any information in it will be English.

## General definitions

Each time the following words or phrases appear in bold italic type (or in capital letters in the schedule) they will have the meaning shown below, unless specifically defined under the individual policy section.

### **Boat(s)**

means the craft (including surfboards, kiteboards and sailboards) and its equipment, including trolleys, life jackets, outboard motors and trailers.

### **Buildings**

means the home including garages and outbuildings used only for domestic purposes and home office use and the following provided they are within the boundaries of the land belonging to the home:

- (i) Permanent fixtures and fittings including statues and fountains.
- (ii) Hot tubs permanently fixed into the ground.
- (iii) Wind turbines and solar panels fixed to the buildings or fixed into the ground.
- (iv) Swimming pools.
- (v) Tennis courts.
- (vi) Paths, drives, terraces, patios, walls, fences, hedges and gates.

### **Business equipment**

means personal computers, keyboards, monitors, printers, modems, facsimile machines, telecommunications equipment, photocopiers and other office equipment or furniture up to a value of £10,000.

### **Contents**

means household goods, furniture, furnishings, clothing, **personal belongings** and **valuables**, all belonging to **you** or for which **you** are legally responsible. The term **contents** does not include the following:

- (i) **Personal money.**
- (ii) **Motor vehicles**, caravans (touring or static), trailers, aircraft, hovercraft, **boats**, and any accessory which is designed to be used with any of these.
- (iii) Any living creatures, trees, shrubs, plants or grass (except as provided for under 'What is covered' insured paragraph 30 of the Contents section).
- (iv) Securities and documents of any kind (except as provided for under 'What is covered' insured paragraph 24 of the Contents section).
- (v) Landlord's fixtures and fittings.
- (vi) Property insured separately.

(vii) Property owned or used for business or professional purposes, other than **business equipment** used solely for clerical or administrative use.

### **Excess**

means the amount **you** must pay towards any claim.

If one incident results in a claim being made under more than one section of this policy, only one excess (the higher amount) will apply.

### **Geographical limits**

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

### **Heave**

means upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### **Landslip**

means downward movement of sloping ground.

### **Motor vehicle(s)**

means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment.
- (ii) a battery powered wheelchair or mobility scooter.
- (iii) electrically assisted pedal cycles with a rated output of 0.2 kilowatts or less.
- (iv) a golf cart trolley or buggy controlled by someone on foot.
- (v) a toy or model controlled by someone on foot.

### **Personal belongings**

means personal items worn, used or carried about the person, including pedal cycles and sports equipment. The term **personal belongings** does not include the following:

- (i) Clothing, **personal money** or **valuables**.
- (ii) Property owned or used for business or professional purposes.
- (iii) **Boats**.

(iv) Any accessory which is designed to be used with a **motor vehicle**, caravan (touring or static), trailer, aircraft, hovercraft or **boat**.

### **Personal money**

means current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), National Savings stamps or certificates, premium bonds, trading stamps, stamps for television licence, gas, electricity or other bills, luncheon vouchers, gift tokens, telephone cards, travel tickets and other season tickets all held for personal or charitable purposes.

The term **personal money** does not include money used for business purposes.

### **Precious metals**

means articles made of platinum, gold or silver including plated items.

### **Settlement**

means downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

### **Subsidence**

means downward movement of the ground beneath the **buildings** other than by **settlement**.

### **Terrorism**

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

### **Unfurnished**

means without enough furniture and furnishings for normal living purposes.

**Unoccupied**

means not lived in by **you** or any person authorised by **you**.

**Valuables**

means jewellery, **precious metals**, clocks, watches, furs, pictures, works of art, stamp, coin or medal collections. The term **valuables** does not include property owned or used for business or professional purposes.

**Water table**

means the top level of underground water where the soil is in a permanent state of saturation.

**We, our, us**

means Ecclesiastical Insurance Office plc.

**You, your**

means the person(s) named as policyholder in the schedule and their family who normally live with them.

## Index-linking

If **you** have chosen **your** own **buildings** and **contents** sum insured **we** will adjust the sum insured each month on the **buildings** and **contents** option in line with the following:

**(a) Buildings insurance**

The House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.

**(b) Contents and Portable possessions insurance**

The Consumer Durable Section of the Retail Price Index (prepared by the Government) or an alternative index.

At the end of each period of insurance, the renewal premium will be based on the adjusted sums insured.

Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

## General conditions

### 1 Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If **you** fail in this duty it may have adverse consequences on **your** insurance policy including, in the worst case scenario,

refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.

### 2 Duty of care

**You** must take all reasonable steps to prevent or reduce loss of or damage to property insured by this policy and to maintain the property in a good condition and in a good state of repair.

### 3 Other insurances

At the time of any loss, damage or liability resulting in a claim under this policy, if **you** have any other insurance covering the same loss, damage or liability, **we** will only be responsible for **our** proportion of the claim.

### 4 More than one property

If this policy insures more than one property, the policy limits and exclusions apply separately to each property in the same way as if each property had been insured by a separate policy.

### 5 Changes to risk

Please tell **us** as soon as possible if there are any changes to the information set out in the most recent 'What you've told us' document issued to **you**. This includes any change to the persons to be insured under the policy, the address of the property to be insured and the amounts or limits **your** items are insured for.

**You** must also tell **us** as soon as possible about any of the following:

- any change to **your** postal address for this policy
- if any person insured under this policy receives a criminal conviction which results in a custodial sentence
- any planned building works other than those automatically provided for, as explained in General condition 11
- if any of **your buildings** are to be lent, let, sub-let, or used for business purposes (apart from occasional clerical work)
- if any of **your buildings** are to be **unoccupied** or **unfurnished** for any continuous period exceeding 60 days

If in doubt, **you** should contact **us** using the address or phone number stated in the General information section.

If **you** tell **us** about a change affecting **your** policy, **we** will tell **you** whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** do not tell **us** about a change described above, or if the information that **you** provide is not complete and accurate, **we** may, depending on the circumstances,

- (i) refuse to pay or reduce the amount **we** pay for any relevant claim;
- (ii) revise the terms and/or premium of **your** policy; or
- (iii) cancel **your** policy in accordance with General condition 7.

### 6 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **us** if it exceeds £15.

### 7 Cancelling the policy

#### (a) **Your right to cancel in the cooling-off period**

**You** have a right to cancel this policy for any reason within the first 14 days of the start of cover (or **your** renewal date) or the date **you** receive **your** policy documentation if this is later.

No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel:

- **you** have not made a claim and
- **you** are not aware of any incidents that may give rise to a claim.

If **you** do make a claim or **you** are aware of an incident which may give rise to a claim then **you** must pay the annual premium in full.

**(b) Your right to cancel after the cooling-off period**

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** tell **us**. As long as **you** have not made a claim, or are not aware of an incident which may give rise to a claim, during the current period of insurance **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim or **you** are aware of an incident that may give rise to a claim during the current period of insurance then **you** must pay the annual premium in full.

**(c) Our right to cancel**

**(1) Non-payment of premium**

**(a) If you do not pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the premium by the due date. If **you** do not pay the premium by the due date, **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset.

**(b) If you pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested. If the first instalment of premium is not received, the policy is cancelled from the outset.

If **you** pay the first instalment of premium but default on any subsequent instalments, **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing.

If **your** instalment plan is provided by **us**, **we** will send notice of any outstanding instalment to **you** and advise the date when **we** will re-present **our** payment request to the bank. This will not be less than 14 days from the date on which **our** payment request was originally presented.

**We** will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** broker, bank or building society.

**(2) Other cancellation rights**

In addition to **our** rights under

- (i) Non-payment of premium above; and
- (ii) General condition 9 Fraudulent claims

**we** have the right to cancel **your** policy at any time by giving **you** at least fourteen days' notice in writing, sent by special delivery to **your** last known address, where **we** have a valid reason for doing so. **Our** cancellation letter will set out the reason why **we** are cancelling **your** policy. Valid reasons for cancelling **your** policy may include but are not limited to:

- (a) circumstances which are outside **our** reasonable control, for example:
  - where the law requires that **we** cancel **your** policy
  - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy

- (b) **you** receiving a criminal conviction which results in a custodial sentence.

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments, **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**.

If **you** have made a claim under **your** policy, **we** will not refund any part of **your** premium, and **you** will be required to pay **us** any unpaid premium.

## 8 Making a claim

- (i) If any event which may result in a claim under this policy occurs **you** must tell **us** as soon as is reasonably possible.

The action to take then depends on the type of claim.

Riot

Tell **us** within seven days.

Accidental loss outside the home, theft, vandalism or malicious acts

Tell the police immediately.

Legal liability for injury or damage

Immediately send us any writ, summons or other legal document.

**You** must not negotiate or admit or deny any claim without our written permission.

Legal expenses

Tell DAS Legal Expenses Insurance Company Ltd as soon as possible.

- (ii) (a) To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your**

property. **We** may also require **your** consent to obtain information about **your** loss from the Police or other relevant law enforcement agency.

- (b) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.

**We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.

- (iii) Following notification of **your** claim property damaged beyond repair must be retained for at least 30 days (or any other period **we** agree) and made available for **our** inspection.

## 9 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated, whether ultimately material or not, or if any damage is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- (a) repudiate the claim;  
 (b) recover any payments already made by **us** in respect of the claim;  
 (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.

If **we** cancel the policy **we** will notify **you** in writing, by special delivery to **your** last known address.

## 10 Arbitration

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party.

**You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

This condition does not apply to the Legal expenses section.

## 11 Building works

**You** may proceed with any building work or application of heat processes including restoration, redecoration, repair, maintenance or other similar work providing:

- the estimated value of the works are £25,000 or less, and/or
- no contract has been signed which, in any way, removes or limits **your** legal rights against a contractor or building firm.

Where the above provisos are not met **we** will not cover any loss or damage directly or indirectly caused by or resulting from the work or application of heat process unless **you** have provided **us** with full details of the work being undertaken and **we** have confirmed in writing that cover will be provided.

# Rights & responsibilities

- 1** **We** may enter any building, caravan or boat where loss or damage has occurred and deal with any salvage. However, **we** will not accept property abandoned to **us**.
- 2** **We** may take over and deal with, in **your** name, the defence or settlement of any claim.
- 3** **We** may take proceedings in **your** name, but at **our** expense, to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information related to **your** claim to enable **us** to make these recoveries. **We** will pay for any reasonable expenses **you** incur in providing **us** with this information.
- 4** A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



# General exclusions

## 1 Radioactive contamination

**We** will not cover any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or part of that equipment.

## 2 War risks

**We** will not pay for loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

- war
- invasion
- activities of a foreign enemy
- hostilities or warlike operations (whether war has been declared or not)
- civil war
- mutiny
- revolution, or insurrection (meaning people rising up and rebelling against the government by force)
- civil commotion which is so severe or widespread that it resembles a popular uprising
- military power (even if properly authorised by the duly elected government)
- usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
- property being confiscated by any government or public or local authority.

## 3 Terrorism

### Part A

#### Property

applicable to the Buildings, Contents, Portable possessions, Touring caravans, Boats and Home emergency sections of the policy.

Regardless of any contributory cause this insurance does not cover any loss, damage, expense or indirect loss of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- (a) Contamination or the threat of Contamination
- (b) Any action taken in controlling, preventing or in any way relating to Contamination or the threat of Contamination

due to any act of **terrorism**.

For the purposes of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of any substance or process.

If **we** allege that by reason of this exclusion any loss, damage, expense or indirect loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

### Part B

#### Third party liability

applicable to any section or part of a section insuring legal liability to third parties (other than **your** domestic employees).

This insurance does not provide an indemnity in respect of any liability to third parties or any liability incurred by **you** for damages, costs or expenses directly or indirectly caused by resulting from or in connection with any act of **terrorism**.

This policy also excludes any such third party liability or any liability incurred by **you** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion any loss, damage, expense or indirect loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

#### 4 Sonic bangs

**We** will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

#### 5 Uninsurable risks

**We** will not cover the following:

- The cost of maintaining the property covered by this policy.
- Damage that happened before cover under this policy started.
- Any loss or damage caused deliberately by **you** or anyone acting on **your** behalf.
- Damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects or any gradual cause.
- Damage by any animal unless by a single identifiable incident.
- Damage caused by faulty workmanship, materials, specification or design.
- Damage caused by cleaning, dyeing, repair or restoration.
- Mechanical or electrical breakdown.

#### 6 Pollution or contamination

**We** will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

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

#### 7 Reduction in market value

**We** will not make any extra payment for a reduction in the market value following a repair, reinstatement or replacement paid for under this policy.

#### 8 Date recognition

**We** will not cover loss or damage to any

- computer or other electrical equipment containing a microchip or integrated circuit or any component part insured by **us**, and
- computer records, programmes, discs, software or the information contained on them

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

#### 9 Indirect loss

**We** will not pay for any indirect losses which result from the incident that caused **you** to claim, except as specifically provided for under this policy.

# 1 Buildings (Your schedule will show if this section applies)

## What is covered

Damage to the **buildings** caused by the following:

1. **Fire, lightning, explosion, earthquake or smoke**
2. **Storm or flood**
3. **Subsidence or heave of the site on which the buildings stand or landslip**
4. **Riot, civil commotion (not resembling a popular uprising), labour or political disturbances**
5. **Vandalism or malicious acts**

## What is not covered

The amount of any **excess** shown in **your** schedule.

- (i) Damage by frost.
- (ii) Damage to fences, hedges or gates (unless the main building, garage or outbuilding is damaged at the same time).
- (iii) Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.
- (iv) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (v) Damage attributable solely to change in the **water table** level.
- (i) Damage to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building of **your** home is damaged at the same time).
- (ii) Damage to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).
- (iii) Damage caused by **settlement**.
- (iv) Damage caused by the compaction of infill within 10 years of construction of the **buildings**.
- (v) Damage due to coastal or river erosion.
- (vi) Damage resulting from demolishing, altering or repairing the home.
- (i) Damage caused by **you, your** guests, tenants or tenants' guests.
- (ii) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

What is covered	What is not covered
<p><b>6. Any aircraft, flying object (or items dropped from them), vehicle, train or animal colliding with the buildings</b></p>	
<p><b>7. Water or oil</b></p> <p>(a) escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in <b>your</b> home including its grounds.</p> <p>(b) <b>we</b> will also pay up to £1,000 any one claim for decontaminating the grounds of <b>your</b> home following escape of oil as described in (a).</p>	<p>(i) Damage caused after <b>your</b> home has been continuously <b>unoccupied</b> or <b>unfurnished</b> for more than 60 days.</p> <p>(ii) Damage caused by <b>subsidence, heave</b> or <b>landslip</b> that results from an escape of water or oil.</p> <p>(iii) Damage caused by failed or inadequate grout or sealant.</p>
<p><b>8. Water freezing</b></p> <p>in any fixed water or heating system in <b>your</b> home.</p>	<p>Damage caused after <b>your</b> home has been continuously <b>unoccupied</b> or <b>unfurnished</b> for more than 60 days.</p>
<p><b>9. Theft or attempted theft</b></p>	<p>(i) Damage caused by <b>you, your</b> guests, tenants or tenants' guests.</p> <p>(ii) Damage caused after <b>your</b> home has been continuously <b>unoccupied</b> or <b>unfurnished</b> for more than 60 days.</p>
<p><b>10. Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing</b></p>	<p>Damage to the satellite dish, aerial, wind turbine, solar panel or security equipment itself.</p>
<p><b>11. Falling trees, branches, telegraph poles, lamp posts or pylons</b></p>	<p>Damage to fences, hedges or gates and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the main building, garage or outbuilding is damaged at the same time).</p>
<p><b>12. Accidental damage</b></p> <p>This cover only applies if <b>your</b> schedule states that <b>your</b> cover includes accidental damage.</p>	<p>(i) Damage caused by any paying guests, tenants or tenants' guests in <b>your</b> home.</p> <p>(ii) Damage to wind turbines.</p> <p>(iii) Damage which is specifically mentioned elsewhere under this section.</p>

## This section also covers the following:

### What is covered

#### 13. Temporary accommodation and loss of rent

If **your** home cannot be lived in following damage insured under paragraphs 1 to 12 and 14 of this section, **we** will pay for the following:

- (i) The reasonable costs of **your** necessary temporary accommodation.
- (ii) Rent including ground rent which **you** still have to pay.
- (iii) Loss of any rent **you** would have been paid.

**We** will pay these costs until **your** home is fit to live in. For any one claim under this section **we** will pay up to 20% of the sum insured on **buildings**.

#### 14. Damage to services

Accidental damage to service pipes, cables, sewers and drains serving **your** home for which **you** are responsible. This includes the cost of clearing blockages.

#### 15. Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water from any fixed water or heating system at **your** home and subsequent repair and making good.

The most **we** will pay for any one claim is £5,000.

#### 16. Breakage of glass or sanitary fixtures

Accidental breakage of fixed glass, washbasins, pedestals, baths, sinks, splashbacks, shower trays, shower screens, bidets, toilet pans, toilet seats, toilet cisterns and ceramic hobs or tops forming part of **your** home.

### What is not covered

Any loss or damage not covered under paragraphs 1 to 12 and 14 of this section.

- (i) Ceramic hobs or tops not forming part of a fixed unit.
- (ii) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

## What is covered

### 17. Property owner's liability

**We** will insure **you** for up to £2,000,000 (or any alternative limit shown in **your** schedule) against **your** legal liability as owner of the **buildings**, for any one accident or series of accidents arising out of or attributable to one source or original cause, inclusive of all costs and expenses, which **we** have agreed to in writing in advance.

**We** will provide this cover for liability arising from accidental bodily injury including death, disease or illness, or accidental damage to property, arising from:

- (i) **you** owning the home and its land, or
- (ii) any home **you** used to own, which has been sold, but which **you** have liability for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

### 18. Damage by emergency services

Damage at any part of **your** home including its grounds caused by the emergency services in circumstances where such damage would not otherwise form part of a valid claim under this section.

This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.

### 19. Selling **your** home

If **your** home is not insured elsewhere, the person buying **your** home will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

## What is not covered

Liability arising from the following:

- (i) Loss of or damage to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment involving **you** or any member of **your** family.
- (iii) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (iv) **You** owning or using lifts and **motor vehicles**.
- (v) Any agreement **you** have made, unless **you** would have been liable even without the agreement.
- (vi) Any deliberate, wilful or malicious act.
- (vii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Damage caused by police raids.

## What is covered

### 20. Locks & keys

If **you** lose the keys to **your** home or they are stolen or there is accidental damage to the locks of the outside doors or windows **we** will pay for reasonable and necessary costs of:

- (a) gaining access to **your** home
- (b) repairing or replacing the locks.

The most **we** will pay for any one claim is £1,000.

### 21. Trees, plants and shrubs

**We** will pay for damage to **your** trees, plants or shrubs covered under any paragraph in force under this section, other than paragraph 2 Storm or flood, up to a limit of £250 per item.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

## What is not covered

- (i) Damage caused by frost or weight of snow.
- (ii) Damage caused by animals.

## Settling claims

**We** will pay the cost of either repairing or reinstating as new the damaged part of the **buildings** as long as

- (i) the **buildings** are in a good state of repair, and
- (ii) the repair or reinstatement has been carried out.

If any of (i) and (ii) above are not met **we** will reduce the amount **we** will pay to take into account wear, tear and loss of value.

Under this section **we** will also pay the following costs:

- (a) Architects', surveyors', engineers' and other professionals' reasonable and necessary fees.
- (b) The cost of demolishing the **buildings**, supporting the **buildings**, removing debris and making the site safe.
- (c) The cost of keeping to local authority or other legal conditions made after the damage.

**We** will not pay for the cost of preparing a claim.

The most **we** will pay for any claim under paragraphs 1 to 12, 14, 16, 18 and 19 of this section is the cost of rebuilding or repairing the **buildings** or the sum insured on **buildings** whichever is less.

The sum insured will not be reduced after **we** pay a claim.

If at the time of any damage the full cost of rebuilding **your** home is greater than the limit of liability or sum insured, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

## 2 Contents (Your schedule will show if this section applies)

### What is covered

Loss of or damage to the **contents** in the **buildings** caused by the following:

#### 1. Fire, lightning, explosion, earthquake or smoke

#### 2. Storm or flood

#### 3. Subsidence or heave of the site on which the buildings stand or landslip

#### 4. Riot, civil commotion (not resembling a popular uprising), labour or political disturbances

#### 5. Vandalism or malicious acts

#### 6. Any aircraft, flying object (or items dropped from them), vehicle, train or animal (other than domestic pets) colliding with the buildings

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Loss of or damage to property in the open except where specifically mentioned under this section.

- (i) Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.
- (ii) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (iii) Damage attributable solely to change in the **water table** level.

- (i) Loss or damage caused by **you, your** guests, tenants or tenants' guests.
- (ii) Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.



## What is covered

### 7. Water or oil

escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home including its grounds.

### 8. Theft or attempted theft

The most **we** will pay for any one incident of loss or damage to the **contents** within garages or outbuildings is £5,000 in total.

### 9. Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing

### 10. Falling trees, branches, telegraph poles, lamp posts or pylons

### 11. Accidental loss or damage

This cover only applies if **your** schedule states that **your** cover includes accidental loss or damage.

## What is not covered

- (i) Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (ii) Damage caused by **subsidence, heave** or **landslip** that results from an escape of water or oil.
- (iii) Damage caused by failed or inadequate grout or sealant.

- (i) Loss by deception (unless only entry to **your** home is gained by deception).
- (ii) Loss or damage caused by **you, your** guests, tenants or tenants' guests.
- (iii) Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (iv) Loss or damage when **your** home is lent, let or sublet, unless force was used to get into or out of **your** home.

- (i) Deterioration of food.
- (ii) Loss or damage caused by any paying guests, tenants or tenants' guests in **your** home.
- (iii) Loss or damage which is specifically mentioned elsewhere under this section.

## This section also covers the following:

### What is covered

#### 12. Temporary accommodation

- (i) If **your** home cannot be lived in following damage insured under paragraphs 1 to 11 and 14 of this section, **we** will pay the reasonable cost for **your** temporary accommodation (including the cost of temporarily storing **your** furniture and the cost of putting **your** dogs or cats in kennels) until **your** home is fit to live in
- (ii) (a) If a local authority prevents **you** from living in **your** home as a result of an emergency evacuation
- (b) If **your** home cannot be lived in due to a neighbouring property being damaged by any loss or damage insured by this section

**we** will pay the reasonable cost of **your** necessary alternative accommodation for up to 30 days.

For any one claim under this section **we** will pay up to 20% of the total sum insured on **contents**.

#### 13. Breakage of glass and mirrors

Accidental breakage of mirrors, glass tops and fixed glass in furniture and ceramic hobs or tops forming part of a free-standing unit.

#### 14. Loss of oil, gas and water

Loss of oil, gas or metered water from the water or heating system in **your** home including its grounds after accidental damage to that system.

#### 15. Electrical equipment

- (i) Accidental loss of or damage to satellite dishes, security equipment, televisions, radios and their aerials, fittings or masts, audio and video equipment, personal computers and **business equipment**.
- (ii) Up to £1,000 for replacement on a retail basis of records, films, tapes, cassettes, discs, cartridges, software or legally downloaded audio or visual material that are lost or damaged as a result of (i) above.

### What is not covered

Any loss or damage not covered under paragraphs 1 to 11 and 14 of this section.

Loss or damage after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

Accidental damage to office furniture.

## What is covered

### 16. Freezer contents

**We** will pay the cost of replacing the contents of **your** freezer or fridge in **your** home following loss or damage caused by:

- (i) a rise in temperature, or
- (ii) contamination from refrigerant or refrigerant fumes.

**We** will also pay the cost of hiring a temporary freezer or fridge if this is necessary.

### 17. Contents in the garden

**We** will pay for loss or damage (as insured under paragraphs 1 to 11) to garden furniture, ornaments and **contents** while in **your** garden.

The most **we** will pay for any one claim is £2,500.

### 18. Contents temporarily removed

Loss or damage (as insured under paragraphs 1 to 11) to **contents** whilst temporarily removed from **your** home within the **geographical limits**, to a bank, safe deposit, occupied private home or a building where **you** are living, employed or carrying on business, and whilst in transit to or from such locations.

The most **we** will pay for **contents** whilst in student accommodation is £5,000 for all claims in any one period of insurance.

The most **we** will pay for any other claim under this extension is 20% of the total sum insured on **contents**.

### 19. Household removal

Accidental loss of or damage to **contents** when they are being transported from **your** home for permanent removal to another home in the **geographical limits**.

Cover includes necessary overnight stops and temporary storage for up to seven days in a furniture storage unit.

## What is not covered

Loss or damage caused by **your** failure to pay for the electricity or gas supply.

**Personal belongings** (other than pedal cycles) or **valuables**.

- (i) Loss or damage by theft unless force was used to get into or out of a building.
- (ii) **Contents** removed to a furniture warehouse or in commercial storage.
- (iii) Loss or damage caused by storm or flood to property in the open.
- (iv) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

- (i) **Contents** stored in a furniture storage unit for more than seven days unless agreed by **us**.
- (ii) Loss or damage to **valuables** or cash.
- (iii) Loss or damage to fragile items unless packed by professional removal contractors.

## What is covered

### 20. Fatal injury benefit

**Your** death, if this happens within three months as a direct result of

- (i) fire or accident in the home,
- (ii) an accident while travelling as a fare-paying passenger in any road or rail vehicle within the **geographical limits**, or
- (iii) an assault anywhere within the **geographical limits**.

The most **we** will pay is £5,000 per person and £10,000 in total for any one fire, accident or assault.

### 21. Locks and keys

If **you** lose the keys to **your** home, or to any safe or alarm in **your** home, or the keys are stolen, **we** will pay for reasonable and necessary costs of

- a) gaining access to **your** home
- b) repairing or replacing the keys or locks.

The most **we** will pay for any one claim is £1,000.

### 22. Jury service

**We** will pay for any financial loss resulting from **you** being called for jury service.

The most **we** will pay for any one claim is £50 a day or £1,000 in total.

### 23. Warranty replacement

If any item insured under this section is lost or damaged beyond repair by an event covered by this section and **you** hold a current extended warranty for the item, **we** will (after replacing the item) pay the cost of buying a similar extended warranty. **We** will only pay for this if **you** give **us** the original warranty.

### 24. Title deeds

**We** will pay the necessary cost of preparing new title deeds to **your** home if the originals are lost or damaged by loss or damage insured under paragraphs 1 to 11 of this section while the deeds are in **your** home, a bank or a safe deposit.

## What is not covered

Death caused by any person insured by this policy.

Wages and salary which is recoverable under the Legal expenses section of this policy.

## What is covered

### 25. Gifts and family celebrations

**We** will automatically increase the **contents** sum insured by 20% for 30 days before and 30 days after a family celebration (such as a wedding or civil partnership) or a religious festival (such as Christmas) to cover gifts and additional provisions.

### 26. Tenant's liability

**We** will insure **you** against **your** legal liability as tenant (not owner) of **your** home for damage to the **buildings** and landlords' contents for which **you** are responsible caused by events insured under paragraphs 1 to 11 and 14 to 16 of the buildings section.

The most **we** will pay for any one claim is 20% of the sum insured for **contents**.

### 27. Occupier's and personal liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** in respect of any one accident or series of accidents arising out of or attributable to one event including all costs and expenses which **we** have agreed to in writing against **your** legal liability for: accidental death, bodily injury or disease of any person, or accidental damage to property; happening in the **geographical limits** arising

- (i) solely from **your** occupation (not as an owner) of the **buildings** and its land or any other building or caravan or boat hired or borrowed and used by **you** as temporary accommodation,
- (ii) solely in a personal capacity (not as occupier or owner of any building or land),
- (iii) as an employer of any domestic employee.

## What is not covered

Liability arising from the following:

- (i) **Your** owning (not occupying) any land or building.
- (ii) Loss of or damage to property belonging to or held in trust by or controlled by **you** unless **you** have hired or borrowed the property for temporary accommodation within the **geographical limits**.
- (iii) Any profession, business or employment involving **you** or any member of **your** family.
- (iv) Injury (including death, disease or illness) to **you**.
- (v) **Your** owning or using **motor vehicles**, lifts, caravans (other than caravans hired or borrowed and used by **you** as temporary accommodation) or any craft designed to travel in on or through water air or space (other than non-mechanically propelled waterborne craft of five metres or less in length whilst operated on inland waterways or within three miles of the coast).
- (vi) Any vehicle which must be insured under the Road Traffic Acts.

**What is covered****What is not covered**

- (vii) The transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.
- (viii) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (ix) Loss of or damage to property, or injury, death, disease or illness of or to any person caused by a dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.I.21).
- (x) Any deliberate, wilful or malicious act.
- (xi) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

**Limits of indemnity** applying to paragraph 27

*Note: Legal costs and expenses are included within the limits shown below.*

- (i) In respect of **your** legal liability as an employer of domestic employees in the course of their employment,
  - (a) £5,000,000 any one event which is directly or indirectly caused by, results from or is in connection with **terrorism**.
  - (b) £10,000,000 any other one event.
- (ii) In respect of all other claims: £2,000,000 any one event or any alternative limit as shown in **your** schedule.

Cover also applies elsewhere in the world for a total of up to 90 days in any one period of insurance.

## What is covered

### 28. Unpaid compensation or damages

**We** will pay up to £1,000,000 for all compensation and damages which a court in the **geographical limits** has awarded to **you** and which have not been paid within three months of the date of the award.

This cover applies as long as:

- (i) the accident which results in the compensation and damages occurs within the period of insurance;
- (ii) there is no appeal outstanding and
- (iii) paragraph 27 of this section would have applied if the award had been made against **you** rather than to **you**.

### 29. Guests' personal belongings

Loss or damage under paragraphs 1 to 11 of this section for **personal belongings** of **your** guests whilst in **your** home.

The most **we** will pay for any one claim is £2,500.

### 30. Trees, plants and shrubs

**We** will pay for loss or damage to **your** trees, plants or shrubs covered under any paragraph in force under this section, other than paragraph 2 Storm or flood, up to a limit of £250 per item.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

### 31. Contents in care homes

Loss or damage to contents of any member of **your** immediate family whilst they are resident in a care home.

The most **we** will pay is £1,000 for any one claim and £5,000 in total for all claims in any one period of insurance.

## What is not covered

- (i) Loss or damage if there is any other insurance in force.
  - (ii) **Personal belongings** of a paying guest or tenant in **your** home.
- 
- (i) Damage caused by frost or weight of snow.
  - (ii) Damage caused by animals.

## Settling claims

**We** may repair or replace the lost or damaged property. If **we** replace this will be as new except for household linen and clothing where **we** will pay the cost of replacing as new less an amount for wear and tear. If **we** cannot repair or replace the property **we** may pay for the loss or damage in cash.

Where **we** can offer repair or replacement through a preferred supplier, but **we** agree to pay a cash settlement, then payment will not exceed the amount **we** would have paid the preferred supplier.

If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

If at the time of any loss or damage under this section the full cost of replacing the **contents** as new (less an amount for wear and tear on household linen and clothing) is greater than the limit of liability or the sum insured on **contents**, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

The most **we** will pay for any claim under paragraphs 1 to 11, 13, 14, 15 (i), 16 and 19 of this section is the sum insured depending on any limit shown in **your** schedule.

**Your** schedule will show any limits for individual items or **valuables**.

**We** will not reduce the sum insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a pair
  - a set
  - a suite or
  - any other item of a uniform nature, design or colour, including carpets.
-



## 3 Portable possessions

(Your schedule will show if this section applies)

### What is covered

Accidental loss of or damage to **personal belongings, valuables** and clothing owned by **you** or for which **you** are legally responsible and which are described in **your** schedule, within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Pedal cycles while racing.
- (iii) Theft of unattended pedal cycles away from the home unless they are securely locked to a permanent fixture.
- (iv) Musical instruments used for semi-professional or professional purposes.
- (v) Money, credit cards and other payment cards.
- (vi) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.
- (vii) Loss of or damage to records, films, tapes, cassettes, discs, software or cartridges except for their value as unused material (unless they were pre-recorded in which case **we** will pay the maker's current listed price).

### Settling claims

**We** may repair or replace the lost or damaged property. If **we** replace this will be as new except for clothing where **we** will pay the cost of replacing as new less an amount for wear and tear. If **we** cannot repair or replace the property **we** may pay for the loss or damage in cash.

Where **we** can offer repair or replacement through a preferred supplier, but **we** agree to pay a cash settlement, then payment will not exceed the amount **we** would have paid the preferred supplier.

If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

The most **we** will pay for any claim is the sum insured, depending on any limit shown in **your** schedule.

**We** will not reduce the sums insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

## 4 Personal money

(This section automatically applies when you have cover under the Contents section)

### What is covered

Accidental loss of **your personal money** within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Shortages caused by mistakes.
- (iii) Loss in value of the money.
- (iv) Loss due to confiscation by any government or public or local authority.

### Settling claims

**We** will pay the amount of the loss.

The most **we** will pay for any claim is the sum insured shown in **your** schedule.

**We** will not reduce the sum insured after **we** pay a claim.

# 5 Touring caravans

(Your schedule will show if this section applies)

## Definition

### **Touring caravan**

A caravan, trailer tent or luggage trailer (including its equipment, awnings, fixtures, furniture, furnishings, utensils and household linen all in or on the touring caravan).

## What is covered

### 1. Accidental loss or damage

Accidental loss of or damage to the **touring caravan** described in **your** schedule, occurring within the **geographical limits**.

This cover also applies for a total of up to 90 days in any one period of insurance, elsewhere in the world.

### 2. Recovery and delivery

After any loss or damage insured by this section **we** will pay **you** the necessary and reasonable costs **you** have paid, with **our** permission to:

- (i) protect the **touring caravan** and take it to the nearest suitable repairers
- (ii) deliver the **touring caravan** to **your** home.

## What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Static caravans.
- (iii) Loss or damage while the **touring caravan** is lent or hired out or is being used other than for social, domestic or pleasure purposes.
- (iv) Loss or damage while the **touring caravan** is used as a permanent home.
- (v) Loss or damage while the **touring caravan** is continuously on a site away from **your** home for more than 30 days, if the loss or damage is caused by the **touring caravan** overturning in a storm or flood (unless it is securely anchored to the ground at all four corners of the chassis).
- (vi) Theft or attempted theft whilst the **touring caravan** is left unattended, unless securely locked and also secured by a wheel clamp or hitchlock.
- (vii) Loss or damage caused by storm to the tent of a trailer tent or any awning.
- (viii) Damage to tyres by punctures, cuts or bursts.
- (ix) Any loss insured elsewhere in this or any other policy.

## What is covered

### 3. Third party liability

**We** will insure **you** against **your** legal liability as owner of the **touring caravan**, up to £2,000,000 (or any alternative limit shown in **your** schedule) for any one accident or series of accidents, inclusive of all costs and expenses, which **we** have already agreed to in writing.

**We** will provide this cover for liability arising from:

- accidental bodily injury including death, disease or illness;
- or
- accidental damage to property

happening in the **geographical limits**.

This cover also applies for a total of up to 90 days in any one period of insurance, elsewhere in the world.

## What is not covered

Liability arising from the following:

- (i) The loss of or damage to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment involving **you** or any member of **your** family.
- (iii) The **touring caravan** being lent or hired out or being used other than for social, domestic or pleasure purposes.
- (iv) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (v) Towing or transporting of the **touring caravan**.
- (vi) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (vii) Any deliberate, wilful or malicious act.
- (viii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

## Settling claims

At **our** option **we** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

**We** will pay the market value of the **touring caravan** if it is lost, or it would not be economical to repair the damage. However, if the loss or damage occurs within 12 months of **you** buying the **touring caravan** as new, **we** will pay the cost of replacing it as new, or **we** may replace it as new.

If **we** know that **you** are still paying for the **touring caravan** under a hire purchase or leasing agreement, **we** will pay the hire or lease company if the **touring caravan** is lost or it would not be economical to repair the damage.

**Our** liability under this section will then end.

The most **we** will pay for any one claim for loss or damage is the sum insured shown in **your** schedule.

**We** will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

## 6 Boats (Your schedule will show if this section applies)

### What is covered

#### 1. Accidental loss or damage

- (a) Accidental loss of or damage to the **boat** described in **your** schedule.
- (b) Salvage charges and the necessary expenses of reducing or preventing a loss which would have been covered by this section.

This cover applies while the **boat** is on land, being transported, or floating on the inland waters of the **geographical limits** or within three miles of the coast.

It also applies while the **boat** is temporarily elsewhere in the world on inland waterways or within three miles of any coast, and in **your** custody or control, for a total of up to 90 days in any one period of insurance.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Any **boat** measuring more than five metres in length or having a top speed above 15 knots.
- (iii) Loss or damage while the **boat** is lent or hired out or is being used other than for social, domestic or pleasure purposes.
- (iv) Theft of unsecured fittings or equipment, outboard motors, surfboards, kiteboards or sailboards unless:
  - (a) force was used to get into or out of a locked building or a locked vehicle; or
  - (b) the item was secured on a car roof rack (or on the **boat** in the case of an outboard motor) by an anti-theft device and its normal method of attachment.
- (v) Theft of the trailer unless it is immobilised by a wheelclamp or hitchlock or it is kept in a locked building when not being used.
- (vi) Loss or damage to sails or protective covers unless:
  - (a) caused by fire;
  - (b) caused by the **boat** being stranded, sinking or colliding with something; or
  - (c) stolen with the craft or from a locked building or vehicle.
- (vii) Loss or damage whilst the **boat** is taking part in any kind of race.

## What is covered

### 2. Third party liability

**We** will insure **you** for up to £2,000,000 (or any alternative limit shown in **your** schedule) against **your** legal liability (as owner of the **boat**) arising from any one accident or series of accidents, inclusive of all costs and expenses, which **we** have agreed to in writing beforehand.

**We** will provide this cover for liability arising from:

- accidental bodily injury including death, disease or illness,
- or
- accidental damage to property.

This cover applies while the **boat** is on land, being transported, or floating on the inland waters of the **geographical limits** or within three miles of the coast.

It also applies while the **boat** is temporarily elsewhere in the world on inland waters or within three miles of any coast and in **your** custody or control, for a total of up to 90 days in any one period of insurance.

## What is not covered

Liability arising from the following:

- (i) Any **boat** measuring more than five metres in length or having a top speed above 15 knots.
- (ii) Bodily injury to workmen or other people **you** employ in connection with the **boat**.
- (iii) The **boat** being transported by road.
- (iv) The **boat** being lent or hired out or being used other than for social, domestic or pleasure purposes.
- (v) Injury (including death, disease or illness) to **you**.
- (vi) The towing or preparing to tow a person for the purpose of paragliding, hang-gliding, water skiing, ski-kiteing or similar sports, until the person being towed is safely aboard the **boat** again.
- (vii) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (viii) Any deliberate, wilful or malicious act.
- (ix) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.
- (x) The **boat** taking part in any kind of race.

## Settling claims

At **our** option **we** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

**We** will pay the market value of the **boat** if it is lost, or it would not be economical to repair the damage. However, if the loss or damage occurs within 12 months of **you** buying the **boat** as new, **we** will pay the cost of replacing it as new, or **we** may replace it as new.

The most **we** will pay for any one claim for loss or damage is the sum insured shown in **your** schedule.

**We** will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

## 7 Legal expenses (This section automatically applies)

### Guidance note

To ensure an expert service the cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf. The legal advice service and claims handling service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

If you wish to speak to DAS about a legal problem or make a claim, please phone:

**0345 268 9124**  
**or if calling abroad,**  
**+44 (0)1452 875 925**

DAS will ask you about your legal issue and if necessary call back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, DAS will give you a reference number. At this point they will not be able to tell you whether the claim is covered or not but will pass your information to their claims-handling team and explain what to do next.

When presenting a claim for legal expenses, the insured person must inform DAS as soon as possible and within the time limits stipulated under the individual covers, conditions and exclusions to this section, giving full details in writing of the insured incident and provide such proofs, supporting evidence and other information as DAS may require.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do we will not pay the costs involved.

#### **DAS Head and Registered Office:**

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

Registered in England and Wales, company number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

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

#### **DAS Law Limited Head and Registered Office:**

DAS Law Limited,  
North Quay,  
Temple Back,  
Bristol BS1 6FL

Registered in England and Wales, company number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

## Definitions

### **Costs and expenses**

- (a) All reasonable and necessary costs chargeable by the **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 the agreement of **DAS**.

### **Countries covered**

- (a) For insured incidents 2 Contract disputes (excluding 2. Contract disputes (2)) and 3 Personal injury  
The United Kingdom of Great Britain and Northern Ireland, 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 **we** will pay to a **representative**) that apply to the relevant type of claim which could, depending on the circumstances, include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a **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 occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events (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 of occurrence** is when **you** began, or **you** are alleged to have begun, to break the criminal law in question.
- (c) For insured incident 6 - Tax protection, the **date of occurrence** is when HM Revenue & Customs first notifies **you** in writing of their intention to make an enquiry.

### **Period of insurance**

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

### **Preferred law firm**

A law firm or barristers' chambers **DAS** choose to provide legal services. 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 judgment), 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 their behalf, will assess whether there are **reasonable prospects**.

### **Representative**

The **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** appoint to act on **your** behalf.



### What is covered

**We** agree to provide the insurance described in this section provided that:

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

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

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

### What is not covered

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

## What is covered

### 1. Employment disputes

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

### 2. Contract disputes

- (1) A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:
  - (a) buying or hiring goods or services
  - (b) selling goods.
- (2) A dispute or misrepresentation arising from an agreement or alleged agreement which **you** have entered into in a personal capacity for the buying or selling of **your** main home.

Provided that:

- (i) **you** have entered into the agreement or alleged agreement during the **period of insurance**, and
- (ii) the amount in dispute is more than £100 (including VAT).

### 3. Personal injury

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

## What is not covered

A claim relating to the following:

- (i) employer's disciplinary hearings or internal grievance procedures
- (ii) any claim relating solely to personal injury
- (iii) a settlement agreement while **you** are still employed.

A claim relating to the following:

- (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- (b) the settlement payable under an insurance policy
- (c) a dispute arising from a loan, mortgage, pension, investment or borrowing
- (d) a dispute over the sale, purchase, terms of a lease, license, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** main home). However, **DAS** will cover a dispute with a professional advisor in connection with these matters.
- (e) a motor vehicle owned by or hired or leased to **you**.

A claim relating to the following:

- (i) illness or bodily injury, which happens gradually
- (ii) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- (iii) clinical negligence
- (iv) defending **your** legal rights other than defending a counter-claim.

## What is covered

### 4. Clinical negligence

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

### 5. Property protection

A civil dispute relating to material property **you** own, or are responsible for (including **your** main home), following:

- (i) an event which causes physical damage to such property but the amount in dispute must be more than £100
- (ii) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)
- (iii) a trespass.

Provided that **you** have established the legal ownership or right to the land that is the subject of the dispute.

## What is not covered

A claim relating to the following:

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

- (1) A claim relating to:
  - (i) a contract entered into by **you**
  - (ii) any building or land other than **your** main home
  - (iii) someone legally taking **your** material property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority
  - (iv) work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage
  - (v) mining subsidence
  - (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or for which **you** are trying to take possession following at least ten years of occupancy)
  - (vii) the enforcement of a covenant by or against **you** (a covenant is a clause in a contract, such as a deed or transfer, relating to **your** property).
- (2) Defending a claim relating to an event that causes physical damage to material property but defending a counter-claim is covered.
- (3) The first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## What is covered

### 6. Tax protection

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.

### 7. Jury service and court attendance

**Your** absence from work:

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

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

### 8. Legal defence

**Costs and expenses** to defend **your** legal rights:

- (1) 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:
    - (i) discrimination legislation
    - (ii) data protection legislation.
- (2) if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

## What is not covered

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

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

A claim related to the following:

- (i) Parking or obstruction offences.
- (ii) Driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.
- (iii) Hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

## Exclusions

**We** will not pay for the following:

- 1 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 and expenses** incurred before the written acceptance of a claim by **DAS**.
- 3 Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
- 4 Any legal action **you** take that **DAS** or the **representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **representative**.
- 5 Any claim where **you** are not represented by a law firm, barrister or tax expert.
- 6 Any claim relating to written or verbal remarks that damage **your** reputation.
- 7 A dispute with **DAS** or **us** not otherwise dealt with under policy condition 7.
- 8 **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

## Conditions

- 1
  - (a) On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** as **your 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 **representative**.
  - (c) If **you** choose a law firm as **your 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 **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **representative**) is currently £100 per hour. This amount may vary from time to time.
  - (d) The **representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
- 2
  - (a) **You** must co-operate fully with **DAS** and the **representative**.
  - (b) **You** must give the **representative** any instructions that **DAS** ask **you** to.
- 3
  - (a) **You** must tell **DAS** if anyone offers to settle a claim, **you** must not negotiate or agree to a settlement without the written consent of **DAS**.
  - (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
  - (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim in **your** name. **You** must allow **DAS** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help they need to do this.
  - (d) Where settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

- 4 (a) **You** must instruct the **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 **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
- 5 If the **representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **representative** without good reason, the cover **we** provide will end immediately, unless **DAS** agree to appoint another **representative**.
- 6 If **you** settle or withdraw a claim without the agreement of **DAS**, or do not give suitable instructions to the **representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.
- 7 If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts.  
(Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either **you** or **DAS**.

- 8 **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, **we** 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.
- 9 **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 Anyone claiming under this section must have the agreement of the person(s) named as insured in the schedule to claim.
- 11 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 of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## 8 Home emergency (This section automatically applies)

### Guidance note

The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS deal with any claims matters and correspondence.

To make a claim under this section, please phone DAS on the following 24 hour claims service number:

**0345 268 8469**

**or if calling abroad,**

**+44 (0)1452 875 922**

DAS records and monitors all phone calls from policyholders and other consumers.

#### How DAS can help

Before asking for help, please check that the problem is covered by this policy. It is important that you contact DAS's assistance centre as soon as possible after the home emergency. DAS's phone lines are open 24 hours a day, 365 days a year.

DAS will pay a claim only if they have given their agreement. Please do not arrange for a contractor yourself, as DAS will not pay for this.

When you have given DAS details of your claim and they 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.

Please note that remote locations and bad weather may affect DAS's normal standards of service.

#### When DAS cannot help

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

#### DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited

DAS House,

Quay Side, Temple Back,

Bristol BS1 6NH.

Registered in England and Wales, company number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

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

### Definitions

#### **DAS**

means DAS Legal Expenses Insurance Company Limited

#### **Home(s)**

means the insured property as shown in the schedule, comprising private dwelling, garage and outbuildings used for domestic purposes in the **geographical limits**.

#### **Insured event(s)**

means any insured incident (from 1 Roof damage to 7 Vermin)

**Main heating system**

means 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.

**Plumbing and drainage**

means 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.

**Vermin**

means rats, mice and wasps and hornet's nests.

**Cover**

- (a) **Your** policy covers **you** for **insured events** 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 **you**.
- (b) **DAS** will pay up to £1,000 (including VAT) for the call out charge, labour costs, parts and materials to provide help with an **insured event**.
- (c) If **your home** remains uninhabitable overnight following an **insured event**, **DAS** will pay up to £250 (including VAT) for **your** hotel accommodation on a room only basis.
- (d) If this section does not cover the service **you** need, **DAS** will try (at **your** request) to arrange it at **your** expense. The terms of such a service are a matter for **you** and **your** supplier.

**Insured incidents**

1. **Roof damage**  
Any damage to the roof of **your home** where internal damage has been caused or is likely.
2. **Plumbing and drainage**  
The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.
3. **Main heating system**  
Sudden failure to function of the **main heating system** in **your home**.
4. **Domestic power supply**  
The failure of **your homes** domestic electricity, or domestic gas supply, but not the failure of the mains supply.
5. **Toilet unit**  
Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only toilet, or of all toilets, in **your home**.
6. **Home security**  
Damage to, or the failure of, external doors, windows or locks which leaves **your home** insecure.
7. **Vermin**  
The sudden infestation of **your home** by **vermin** which prevents the use of the loft or one or more of the rooms in **your home**.



## Exclusions

1. An incident or matter arising prior to the start date of this section.
2. A claim where **your home** has been continuously **unoccupied** or **unfurnished** for more than 60 days.
3. A claim where **DAS** have given instructions relating to the help they are providing and **you** have not followed them.
4. Costs incurred where **DAS's** approved contractor has attended **your home**, as agreed with **you**, but nobody was in.
5. Costs incurred
  - before **you** have notified **DAS** of an **insured event**.
  - without **DAS's** agreement.
6. A claim arising from **your** deliberate act or omission.
7. Normal day-to-day **home** maintenance that **you** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts due to natural wear and tear.
8. A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.
9. 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.
10. Damage caused gaining necessary access to, or in reinstating the fabric of, **your home**.
11. A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or **your** failure to buy or provide enough gas, electricity or other fuel source.
12. Damage to boundary walls, gates, hedges or fences.
13. The malfunction or blockage of septic tanks, cess pits or fuel tanks.
14. A claim arising from **subsidence, heave** or **landslip**.

## Conditions

1. **You** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) maintain the **home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the **home**;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) take reasonable steps to keep any amount **DAS** have to pay as low as possible.
2. **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 they cannot control.

# General information

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc  
Benefact House,  
2000, Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

## Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 0 234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

This complaints handling procedure does not affect your right to take legal proceedings.

## For Legal expenses and Home emergency Complaints

DAS Legal Expenses Insurance Company Limited (DAS) always aim to give you a high quality service. If you think DAS have let you down, you can contact DAS by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to:  
Customer Relations Department  
DAS Legal Expenses Insurance  
Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH
- completing the online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of DAS' internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if DAS have been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to:  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

The Financial Ombudsman's role is to assess DAS' handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by a representative the relevant complaint-handling procedure is available on request.

### **The Financial Services Compensation Scheme (FSCS)**

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised\* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

[www.fscs.org.uk](http://www.fscs.org.uk)

or write to

Financial Services Compensation Scheme  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\* The FSCS can only pay compensation for customers of financial services firms authorised by the FCA and PRA.

# Notes

# Notes

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0800 111 6768**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on 0345 777 3322. You can also tell us if you would like to always receive literature in another format.

