

HomeCover

Household Insurance

Welcome to **HomeCover** Home insurance which is underwritten by Royal and Sun Alliance plc.

Royal Sun Alliance plc is authorised and regulated by the Financial Services Authority. This **insurance** is a contract of indemnity between **you** and Royal Sun Alliance plc. The contract of **insurance** is made up of this policy booklet and the **schedule** and is based on the information **you** provided in your proposal form or declaration.

In return for payment of the premium shown in the **schedule** we agree to insure **you** against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**. The insurance is provided under the terms and conditions contained in this booklet or in any **endorsement** shown in **your schedule** as applying to this **insurance**.

Thank you for choosing the **HomeCover** Home Insurance Policy.

The **insurance** relates ONLY to those sections of the policy booklet which are shown in the **schedule** as being included.

The written authority (which number is shown in the **schedule**) issued by the **insurer(s)** allows Playle Russell (Special Risks) Ltd to sign and issue this certificate on their behalf.

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Introduction

Our service commitment to you

Our aim is to ensure that all aspects of **your insurance** are dealt with promptly efficiently and fairly. At all times we are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your insurance** or the handling of a claim **you** should telephone Playle Russell (Special Risks) Ltd (01794 830055). or the broker from whom **you** bought **your** policy of insurance.

In the even that **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by referring the matter to the Customer Relations Office at RSA:

Customer Relations Team

Royal & Sun Alliance Insurance plc
PO Box 2075
Livingston
EH54 0EP
Tel: 0800 107 6161
Fax: 01422 325 227
Email: crt.halifax@uk.rsagroup.com

If **you** are still not satisfied after the review or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and **you** can refer **your** complaint to them. They can be contacted at –

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

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

Law & Jurisdiction:

Law Applicable - Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live. **We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

How to make a claim

Naturally we hope **you** won't have any accidents or misfortune, but if **you** do the following procedure should be followed.

First of all, check **your schedule** and the relevant section in this **booklet** to make sure that the loss or damage is covered. Read carefully any exceptions or conditions that may apply and refer to the "**Your duties**" section outlined below.

Please remember that this **insurance** does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.

If you wish to make a claim, please contact the Claims Department on **01794 830055**.

You will be asked for the **policy/certificate** number stated in **your schedule**

The Claims Department will take full details of **your** claim and let **you** know what **you** need to do next. In some cases this will mean the involvement of an independent loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily.

Your Duties

In the event of a claim or possible claim under this **insurance**:

- a) **You** must provide the Claims Department with any other information they require within 30 days of their request.
- b) **You** must forward to the Claims Department, within 3 days, any letter, claim, writ, summons or other legal document you receive if a claim for liability is made against **you**. **You** must forward all information unanswered.
- c) **You** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
- d) **You** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- e) **You** must take all reasonable care to limit any loss, damage or injury.
- f) **You** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
- g) **You** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim.

Definitions

Wherever the following words appear in this insurance they will appear in bold text and have the meanings shown below.

You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
We / us / our	Royal & Sun Alliance Insurance Plc.
Bodily injury	Bodily injury including death or disease.
Buildings	<ul style="list-style-type: none">• The home and its decorations• fixtures and fittings attached to the home• permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, hedges, fences and fixed fuel tanks <p>you own or for which you are legally responsible within the premises named in the schedule.</p>
Contents	<p>Household goods and personal property, within the home, which are your property or for which you are legally responsible.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• tenant's fixtures and fittings• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• money and credit cards up to £300 in total• deeds and registered bonds and other personal documents up to £1500 in total• stamps or coins forming part of a collection up to £1,250 in total• domestic oil in fixed fuel oil tanks up to £1,000 in total. <p>And up to the amount(s) specified in the schedule for</p> <ul style="list-style-type: none">• property in the open but within the premises• gold, silver, gold and silver plated articles, jewellery and furs within the private dwelling <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories• any living creature• any part of the buildings• any property covered under any other insurance.

Definitions (continued)

Credit cards	credit cards , charge cards, debit cards, bankers cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of this insurance.
Europe	'Europe' will include: <ul style="list-style-type: none">• all Mediterranean Islands;• all countries with a Mediterranean shoreline;• the Canary Islands;• Madeira; and journeys between these countries.
Excess	the first part of any claim which you are liable to pay
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground
Home	The private dwelling and the garages and outbuildings used for domestic purposes at the premises stated in the schedule .
Landslip	Downward movement of sloping ground
Money	<ul style="list-style-type: none">• current legal tender, cheques, postal and money orders• postage stamps not forming part of a stamp collection• savings stamps and savings certificates, travellers' cheques• premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
Period of insurance	the length of time for which this insurance is in force, as shown in the schedule .
Personal belongings	Clothing, baggage, spectacles, photographic equipment, guns, sports equipment and other similar items normally carried about the person and all of which belong to you Personal belongings does NOT include: <ul style="list-style-type: none">• money and credit cards• pedal cycles• any property covered under any other insurance
Premises	The address which is stated in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels

Definitions (continued)

Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance , the applicable excess(es) and the sections of this insurance which apply.
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man, the Channel Islands, and journeys between these countries.
Valuables	<ul style="list-style-type: none">• jewellery• furs• gold, silver and silver plated articles• pictures.

General Conditions applicable to the whole of this insurance

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

Your Duties

1. **you** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **you** must tell **us** immediately if **you**
 - change the pattern of occupation of **your home** to that disclosed on the proposal form.
 - **you** stop using the **home** as **your** permanent residence
 - someone other than **your** family is going to live in **your home**
 - if the **home** is used for any business or professional purpose
 - **you** or any member of **your** family has received a conviction for any offence except for driving.
 - **you** regularly leave the **home** unattended by day or night other than for **your** normal job of work and holidays is not exceeding 30 consecutive days in length
2. **you** must tell **us** before **you** start any conversions, extensions or other major structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:
 - are maintained in good working order, and
 - are in full and effective operation whenever **you** are absent from the **premises**.
2. **you** cannot transfer **your** interest in the policy without **our** written consent.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Cancelling the policy

You may cancel this policy by giving **us** 14 days written notice. If **you** cancel the policy, **we** will refund part of **your** premium for the rest of the current **period of insurance**. **We** will only do this if **you** have not claimed during the **period of insurance**. **We** can cancel this policy by giving **you** at least 14 days' notice at **your** last known address. This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**.

Unoccupancy Conditions

If the **home** is not lived in by **you** or any other person with **your** permission for more than thirty consecutive days in any period of insurance the following shall apply to this insurance:

1. **We** will not pay:
 - (a) for theft or attempted theft from the **home** other than as a result of violent and forcible entry.
 - (b) for loss or damage to Fine Art and Antiques, property in the open, **Valuables, money** and **credit cards** within the **home**.
 - (c) for loss, damage or liability arising out of the activities of contractors.
 - (d) the first £250 of each claim other than in respect of subsidence heave or landslip where we will not pay the amount shown in the **schedule** for each claim.

2. It is **your** duty to ensure that:
 - (a) all protections for the security of the **home** are put into full and effective use at all times.
 - (b) an authorised person inspects the inside of **your home** each week.
 - (c) during the period 1st November to 31st March each year:
 - (i) the central heating within the **home** is in operation and maintains a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade)
or
that the water supply is turned off at the mains and all water and central heating systems are drained.
 - (ii) the electricity and gas supply are turned off at the mains when not used for the central heating system or security of the **home**.

If **you** fail to comply with any of the above duties this insurance may become invalid

Data Protection

Data Protection Act 1998

How we use your Information

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

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving **your** information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

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

Your information comprises of all the details **we** hold.

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

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

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

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

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

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

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

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

We will not keep **your** information for longer than is necessary.

Sensitive Information

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

Fraud Prevention Agencies

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

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

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

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

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

Claims History

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

How to contact us

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

General Exclusions applicable to the whole of this insurance

This insurance does not cover

- a) *Radioactive Contamination and Nuclear Assemblies*
- 1) loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
 - 2) any consequential loss
 - 3) any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from:-
- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) *War*
- any loss damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- c) *Excess*
- the amount shown in the **Schedule** as the **Excess** after application of any limits or restrictions contained in this Certificate or any **Endorsement** which may be applicable.
- d) *Gradually Occurring Causes*
- any loss or damage caused by wear and tear, gradual deterioration or any other form of gradually occurring cause, or any faulty design, specification, workmanship or materials.
- e) *Date Change*
- any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.
- f) *Computer failure clause*
- We** will not pay for loss or damage to any equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction.

g) *Electronic Data Exclusion Clause*

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss
2. Any legal liability of whatsoever nature

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

- Computer viruses
- The erasure and corruption of electronic data, other than as a direct result of an event which also gives rise to a valid claim elsewhere under section two.

h) *Nuclear, Biological and Chemical Contamination Exclusion*

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. Any legal liability of whatsoever nature
3. Death or injury to any person

directly or indirectly caused by or contributed to by or arising from Nuclear, biological or chemical contamination due to or arising from

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

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

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

i) *Institute Radioactive Contamination Exclusion Clause*

a) This clause shall be paramount and shall override anything contained in this agreement inconsistent therewith:

In no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereon
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

j) *Government Financial Sanctions*

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

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

k) *Pollution or Contamination*

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of any intentional act, and, which occurs during any **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.

l) *Terrorism*

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

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

m) *Terrorism (Let Properties)*

Damage occasioned by or happening through or in consequence directly or indirectly of:

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; and
- b) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means the acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto. In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in

connection with any organisation or government committed for political religious ideological or similar purposes including the intention to:

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

n) Wear & tear -

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

o) Defective design or construction -

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

p) Rot -

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Claims Conditions applicable to the whole of this insurance

Your duties

In the event of a claim or possible claim under this insurance **you** must

1. notify your broker or Playle-Russell as soon as reasonably possible giving full details of what has happened.
2. provide written details of what has happened within 30 days and provide any other information that may be reasonably required.
3. (if a claim for liability is made against **you**) immediately forward to **Playle-Russell**, any letter, claim, writ, summons or other legal document **you** receive.
4. inform the Police as soon as possible following:
 - loss of valuable items
 - theft, attempted theft
 - malicious acts
 - violent disorder
 - riots or civil commotion
5. not admit liability, offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

*Please ensure **you** quote the Certificate Number in any communication to enable **your** claim to be processed quickly.*

How **we** deal with **your** claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (section two-H).

3. Fraudulent claims

If any claim is in any respect fraudulent or if any fraudulent means (including inflation or exaggeration of the claim, or submission of forged or falsified documents), are used by **you** or anyone else acting on **your** behalf to obtain benefit from this insurance, all benefits under this insurance shall be forfeited.

Please note - Underwriters and brokers maintain and share relevant information with each other to prevent fraudulent claims.

This insurance covers the **buildings** for loss or damage directly caused by

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other aerial devices or items dropped from them.
3. Storm, flood or weight of snow.

We will not pay for loss or damage

a) caused by frost

a) to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, hedges and fences.

b) Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)

4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.

We will not pay for loss or damage to swimming pools.

5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.

6. Theft or attempted theft.

We will not pay for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows a violent and forcible entry or exit.

7. Collision by any vehicle or animal.

8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.

9. Subsidence or heave of the site upon which the **buildings** stand or landslip.

We will not pay for loss or damage

a) to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates, hedges and fences unless the private dwelling is also affected at the same time by the same event.

b) to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.

c) for which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.

d) caused by coastal erosion.

e) whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

Section One

Buildings (continued)

10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes, their fittings and masts.

We will not pay for actual loss or damage to such items under Section One. *For this cover refer to the Contents Section Two (if that Section is included).*

11. Falling trees, telegraph poles or lamp-posts

We will not pay for loss or damage :

- a) caused by trees being cut down or cut back within the **premises**.

In addition this section of the insurance also covers

A) *Glass, **Sanitary Ware**, Ceramic Hobs*

The cost of repairing accidental damage to

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

B) *Underground Services, Pipes & Cables*

The cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables
- telephone and electricity cables

for which **you** are legally responsible.

C) *Loss of Rental Income*

loss of rent due to **you** which **you** are unable to recover while the **buildings** cannot be lived in following loss or damage which is covered under this section.

We will not pay more than 20% of the sum insured for the **buildings** damaged or destroyed

D) *Alternative Accommodation*

costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under this section.

We will not pay any amount over 10% of the sum insured under this section.

Section One

Buildings (continued)

E) *Architects & Professional Fees*

Expenses **you** have to pay and which **we** have agreed in writing for

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the building
- costs **you** have to pay in order to comply with any Government or local authority requirements

following loss or damage to the **buildings** which is covered under this section.

We will not pay

- i) any expenses for preparing a claim or an estimate of loss or damage
- ii) any costs if Government or local authority requirements have been served on **you** before the loss or damage.

F) *New Buildings Purchased*

any **buildings** which will replace the **buildings** already **insured** by this section during the period between the date of exchange of contracts and completion of the purchase, up to a maximum of 30 days.

We will not pay

- i) more than 120% of the sum insured on **buildings** stated in the **schedule**
- i) if cover has been arranged elsewhere.

G) *Garden Repair Costs*

repairs to **your** garden at the **home** shown in the **schedule** following **damage** caused by fire, lightning, explosion, theft or attempted theft, impact by vehicles and aircraft, riot, civil commotion, terrorist act, vandalism and malicious act.

We will not pay

- i) more than £250 for any one tree, plant or shrub
- ii) more than £2,500 in any one **period of insurance**
- iii) costs which relate to undamaged parts of the gardens
- iv) for any **damage** to paddocks and woods
- v) any fees incurred in the preparation of **your** claim
- v) for anything grown for commercial purposes.

H) *Tracing Leaks*

the cost of removing and replacing any part of the **buildings** necessary to trace and repair a domestic water, sewage or heating installation which has caused an escape of water up to a maximum of £1,000 any one claim.

Section One

Buildings (continued)

I) *New Fixtures & Fittings*

new property awaiting installation and intended to form part of the fixtures and fittings of the **buildings** (such as **sanitary ware**, fireplaces, kitchen units) against loss or damage directly caused by any of the events described under numbers 1-11 of this section

We will not pay

- (a) for loss or damage outside of the **home**
- (b) for theft or attempted theft from outbuildings or garages
- (b) more than £5,000 in total in any one **period of insurance**.

J) *Temporary Removal of Fixtures*

permanent fixtures temporarily removed from the **buildings** against loss or damage directly caused by any of the events described under numbers 1-11 of this section

- a) during restoration or repair and or
- b) safekeeping whilst the **buildings** are undergoing restoration or repair.

We will not pay

- i) for loss or damage to property in the open caused by storm or flood
- ii) for theft or attempted theft from any unattended vehicle
- iii) for loss or damage to property removed from **your home** for more than thirty consecutive days
- iv) more than £5,000 in total in any one **period of insurance**.

Accidental Damage

If the schedule shows that Accidental Damage is included this section of the insurance also covers accidental damage to the Buildings.

We will not pay for

- a) loss or damage or any proportion of damage which we specifically exclude elsewhere under this section.
- b) the **buildings** moving, settling, shrinking, collapsing or cracking, or the effects of lateral restraint
- c) loss or damage while the **home** is being altered, repaired, maintained or extended.
- d) loss or damage while the **home** is lent, let or sublet.
- e) the cost of general maintenance.
- e) loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- g) loss or damage arising from faulty design, specification, workmanship or materials.
- h) loss or damage from mechanical or electrical faults or breakdown.
- i) loss or damage caused by dryness, dampness, extremes of temperature or exposure to light.
- j) loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates, hedges, fences and fuel tanks.
- k) any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

Section One

Buildings (continued)

Conditions that apply to section one (buildings) only

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under this section, **we** will pay the full cost of repair as long as:
 - (i) the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - (ii) the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - (iii) the damage has been repaired or loss has been reinstated.

We will deduct an amount for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. Unless **we** otherwise agree, **we** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **We** will not reduce the sum insured under this section after **we** have paid a claim as long as **you** carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of Insurance

5. **We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

This insurance covers the **contents** for loss or damage directly caused by

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other aerial devices or items dropped from them.
3. Storm, flood or weight of snow. We will not pay
 - a) for property in the open
 - b) damage caused by a rise in the water table (the level below which the ground is completely saturated with water)

1. Escape of water from fixed water tanks, apparatus or pipes.
2. Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.
3. Theft or attempted theft.

We will not pay

- a) for loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry or exit.
 - b) more than the amount specified in the **schedule**, for theft or attempted theft from locked detached domestic outbuildings and garages.
7. Collision by any vehicle or animal.
 8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
 9. Subsidence or heave of the site upon which the **buildings** stand or landslip.

We will not pay for loss or damage

- a) following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.
 - b) which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
 - c) caused by coastal erosion.
 - d) whilst the **buildings** are undergoing any structural repairs, alterations or extensions.
10. Falling trees, telegraph poles or lamp-posts.

We will not pay for loss or damage caused by trees being cut down or cut back within the premises.

Section Two

Contents (continued)

In addition this section of the insurance also covers

A) *Electronic Equipment*

Accidental damage to

- televisions, satellite decoders
- audio and video equipment
- radios
- computers, video cassette recorders

all situated within the **home**.

We will not pay for

- i) loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling.
- ii) loss or damage to tapes, records, cassettes, discs or computer software.
- iii) mechanical or electrical faults or breakdown.

B) *Glass & Sanitary Ware*

Accidental breakage of

- fixed glass and double glazing
- **sanitary ware**

forming part of the **buildings** for which **you** are legally responsible as a tenant and do not have other insurance

- mirrors
- glass tops and fixed glass in furniture
- ceramic or glass hobs

not forming part of the **buildings**

Section Two

Contents (continued)

C) *Temporary Removal*

The **contents** whilst they are temporarily away from the **home** against loss or damage directly caused by:

- (i) Any of the events described under numbers 1-10 of this section while the **contents** are in any:
 - occupied private dwelling
 - property where **you** are living for up to 30 days
 - property where **you** are or working
 - property for valuation, cleaning or repair
 - bank or safe deposit
- (ii) Fire and resultant smoke damage, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank or safe deposit.

We will not pay for:

- a) **contents** outside the **United Kingdom**.
- b) **money** or **credit cards**.
- c) loss or damage that is insured elsewhere.

D) *Rent Payable*

up to twelve months rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage which is covered under this section

We will not pay any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed.

E) *Alternative Accommodation*

costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under section two.

We will not pay any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed.

Section Two

Contents (continued)

F) *Tenants Liability*

your legal responsibility as a tenant only for loss or damage to the **buildings** caused by any of the events described under numbers 1-10 of this section

We will not pay

- a) any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed.
- b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings.
- c) for loss or damage arising from subsidence, heave or landslip.
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
- e) for loss or damage while the **buildings** are not furnished enough to be normally lived in.

G) *Underground Services, Pipes & Cables*

The cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables
- telephone and electricity cables

for which **you** are legally responsible as tenant only.

H) *Fatal Injury*

fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by external and visible violence by thieves or by fire, provided that death ensues within twelve months of such injury. **We** will pay up to a maximum of £10,000 for each permanent member of the home over sixteen years of age.

I) *Replacing Locks*

Costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of **your** keys.

We will not pay more than £500 in total in any one **period of insurance**.

J) *Metered Water Charges*

Increased metered water charges **you** have to pay following an escape of water which gives rise to a claim covered under this section

We will not pay more than £1,000 in any **period of insurance**.

K) Frozen or Refrigerated Foods

The cost of replacing **your** food in **your** refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.

We will not pay

- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- c) more than the amount specified in the **schedule**.

Accidental Damage

If the schedule shows that Accidental Damage is included this section of the insurance also covers accidental damage to the **contents** within the **home**.

We will not pay for

- a) damage or any proportion of damage which **we** specifically exclude elsewhere under this section
- b) damage to **contents** within garages and outbuildings.
- c) damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- d) damage caused by chewing, tearing, scratching or fouling by animals.
- e) more than £1000 in total for porcelain, china, glass and other brittle articles.
- f) **money, credit cards**, documents or stamps.
- g) damage while the **home** is lent, let or sub let.
- h) damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- i) damage arising out of faulty design, specification, workmanship or materials.
- j) damage from mechanical or electrical faults or breakdown.
- k) damage caused by dryness, dampness, extremes of temperature and exposure to light.
- i) any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

Section Two

Contents (continued)

Conditions that apply to section two (contents) only

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under this section **we** will at **our** option repair, replace or pay for any article covered
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid for and **we** have authorised the cost of replacement.The above basis of settlement will not apply to
 - clothes
 - pedal cycleswhere **we** will take off an amount for wear and tear and depreciation.
2. Unless **We** otherwise agree, **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. If the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
4. **We** will not reduce the sum insured under this section after **we** have paid a claim as long as **you** carry out **our** recommendations to prevent further loss or damage.

Limit of Insurance

5. **We** will not pay any more than the sum insured for each **premises** shown in the **schedule**

Section Three

Accidents to Domestic Staff

This section only applies if the **contents** are **insured** under section two

We will indemnify **you** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**.

We will not indemnify **you** for **bodily injury** arising directly or indirectly

- from any vehicle in Canada or the United States of America
- from any vehicle used for racing, pacemaking or speed testing
- from any communicable disease or condition
- in Canada or the United States of America after the total period of **your** stay has exceeded 30 days during the **period of insurance**

Limit of Insurance

We will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section Four

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two.

There are 5 parts to this section:

Part A - covers your legal liability to members of the public as owner of the building.

Part B - covers your legal liability to members of the public as occupier of the building.

Part C - covers your legal liability to members of the public as a private individual.

Part D - protects you from liability arising under Defective Premises legislation.

Part E - allows you to recover awards made to you by a court but where the other party has not paid.

If the **schedule** shows that :

- only section one (Buildings) applies, **We** will only indemnify **you** as described under Part A and D below.
- only section two (Contents) applies, We will indemnify you as described under Parts B,C & E below
- both sections one (Buildings) and two (Contents) apply, **We** will indemnify **you** as described under Parts A,B,C,D & E below.

Part A – Owners Legal Liability

We will indemnify **you** as owner (but not occupier) for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

(Exclusions on page 28)

Part B – Occupiers Legal Liability

We will indemnify **you** as occupier (but not owner) for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

(Exclusions on page 28)

Section Four Legal Liability to the Public (continued)

Part C – Personal Legal Liability

We will indemnify **you** as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**.

(Exclusions on page 28)

Part D – Defective Premises

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

We will not indemnify **you** for

- any liability if **you** are entitled to indemnity under any other insurance
- the cost of repairing any fault or alleged fault.
- Any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest.
- Any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by **us** and owned and occupied by **you**
- Anything owned by or the legal responsibility of **your** family
- Injury , death, disease or illness to any of **your** family (other than your domestic employees who normally live with you)
- Liability arising from any employment, trade, profession or business of any of **your** family
- Liability accepted by any of **your** family under any agreement, unless the liability would exist without the agreement
- Liability arising from The Party Wall etc Act 1996

Part E – Unrecovered Court Awards

We will pay for sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- **you** would have been entitled to cover under Part C of this section if the award had been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

Section Four Legal Liability to the Public (continued)

Exclusions to Parts A, B and C

We will not indemnify **you** for any liability

- a) for **bodily injury** to
 - **you**
 - any other permanent member of the **home**
 - any person who at the time of sustaining such injury is engaged in **your** service
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition.
- c) for damage to property owned by or in the charge or control of
 - **you**
 - any other permanent member of the **home**
 - any person engaged in **your** service.
- d) arising in Canada or the United States of America after the period of **your** stay in either or both countries has exceeded 30 days in total during the **period of insurance**.
- e) arising directly or indirectly out of any profession, occupation, business or employment.
- f) which **you** have assumed under contract and which would not otherwise have attached.
- g) arising out of **your** ownership, possession or use of:
 - i) any motorised or horsedrawn vehicle other than gardening equipment
 - ii) any power-operated lift
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
- h) in respect of any kind of pollution and/or contamination.
- i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- j) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.
- k) Arising out of any criminal act

Limit of Insurance

In respect of all liability covered under this section four **we** will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section Five Valuables and personal belongings

This insurance covers **valuables** and **personal belongings** listed in the **schedule** (or specification(s) attached) against physical loss or damage within the geographical limits shown in the **schedule**.

We will not pay for

- a) damage caused by moth, vermin, wear and tear or any gradually operating cause.
- b) damage from electrical or mechanical faults or breakdown.
- c) any amount in excess of £1,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**.
- d) damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- e) damage to guns caused by rusting or bursting of barrels.
- f) breakage of any sports equipment whilst in use.
- g) theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
- h) mobile telephones, computer equipment and video cameras unless otherwise stated in the **schedule** or the specification(s) attached to the **schedule**.
- i) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.
- j) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.
- k) loss or damage to any item of jewellery valued in excess of £3,000 unless it has been inspected by a competent jeweller within the two years prior to the loss or damage and any defects in clasps, mountings and settings immediately rectified.

Section Five Valuables and personal belongings (continued)

Conditions that apply to section five (valuables and personal belongings) only

How **we** deal with **your** claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:
 - **we** will not pay the cost of replacing any undamaged article forming part of such pair or set.
 - **we** will not pay more than a proportion of the insured value of such pair or set.unless otherwise stated in the **schedule**.

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal belongings** are lost or damaged away from the **home we** will not take account of the value of **personal belongings** in the **home** at the time of such loss or damage.

Limit of Insurance

4. **We** will not pay more than the sum(s) insured shown in the **schedule**.

Section Six

Pedal Cycle cover

The following cover applies only if the schedule shows that it is included.

Section two (Contents) extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- accidental damage

anywhere in the **United Kingdom**

We will not pay

- a) to replace a stolen cycle unless
 - (i) it was locked to an immovable object, or
 - (ii) kept in a locked building at the time of the theft
- b) for loss or damage to:
 - tyres,
 - lamps,
 - accessories,unless the cycle is stolen or damaged at the same time
- c) for damage from mechanical or electrical faults or breakdown.
- d) for loss or damage while the cycle is
 - used for racing or pacemaking
 - is let out on hire
 - is used other than for private purposes.
- e) more than £650 for any one pedal cycle.

Section Seven

Money and credit card cover

The following cover applies only if the schedule shows that it is included

Section five (Valuables and personal belongings) extends to cover the following

- Theft or accidental loss of **money**
- Any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your** credit card(s)

within the geographical limits shown in the **schedule**.

It is **your** duty to ensure that

- Within 24 hours of discovering any such loss or theft, **you** have notified the police and, in the case of credit card(s), the card issuing company; and
- **you** have complied with all other conditions under which **your** credit card(s) were issued to **you**

If **you** fail to comply with the above duties this insurance may become invalid.

We will not pay

- a) to make up any shortages due to error or omission.
- b) for loss of value.
- c) more than the sum(s) insured shown in the **schedule**.

Endorsements

NOTE: Endorsements only apply if they are mentioned in the **schedule** accompanying this document. Other endorsements applying may be shown on the **schedule**

4. Alarm

This insurance does not cover theft when **you** have left the **premises** without an authorised occupant unless:

- at all such times the intruder alarm has been put into full and effective operation, and
- the intruder alarm is kept in good working order throughout the period of insurance under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

5. Safe

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn. This exclusion shall not apply to an amount of up to £1,500 in total.

6. Jewellery Limitation Clause

This insurance does not cover theft or disappearance of jewellery unless such jewellery is

- being worn, or
- deposited in a bank or locked safe or hotel/motel safe, or
- carried by hand and under **your** personal supervision

7. Business Use Extension

Section Four, A, extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes disclosed to **us**. However, we will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

Section Eight

Legal Expenses

This section of the policy is underwritten by DAS Legal Expenses Insurance Company Limited. Please read the following terms, exceptions and conditions which apply solely to this section of the policy.

1. This section of the policy covers the **insured person**. **We** agree to provide the insurance in this section of the policy as long as:
 - (a) the premium has been paid; and
 - (b) the **date of occurrence** of the **insured incident** is during the **period of insurance** and within the **territorial limit**; and
 - (c) any legal proceedings will be dealt with by a court or other body which **we** agree to, in the **territorial limit**; and
 - (d) for civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

1. For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

2. If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.

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

TO MAKE A CLAIM

In the event of a claim you should first contact Playle-Russell (Special Risks) Ltd., or us on 0117 934 2000. A claim form will then be despatched to you.

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

We normally deal with claims through our Legal Claims Centre but sometimes we use appointed solicitors. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help;

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

DEFINITION OF TERMS

We / Us / Our	DAS Legal Expenses Insurance Company Limited.
You / Your	The person who has taken out the policy.
Insured person	You , and any member of your family who always lives with you . Anyone claiming under this section of the policy must have your agreement to claim.
Appointed representative	The lawyer, accountant or other suitably qualified person who has been appointed to act for an insured person in accordance with the terms of the policy.
Costs and expenses	<p>(a) Legal costs All reasonable and necessary costs chargeable by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p> <p>(b) Accountant's costs A reasonable amount in respect of all costs reasonably incurred by the appointed representative.</p>
Date of occurrence	<p>(a) For civil cases except under insured incident 5, Tax Protection) the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.</p> <p>(b) For criminal cases the date of occurrence is when the insured person began or is alleged to have begun to break the criminal law in question.</p> <p>(c) For full enquiries the date of occurrence is when the Inland Revenue first notifies in writing the intention to make enquiries.</p>
Full enquiry	An extensive examination by the Inland Revenue which considers all aspects of the insured person's tax affairs, but not enquiries which are limited to one or more specific aspects of the insured person's self-assessment tax return.
Period of insurance	The period for which we have agreed to cover the insured person .

DEFINITION OF TERMS cont.

Territorial limit

For insured incidents 2, CONTRACT DISPUTES AND 3, BODILY INJURY;

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

For all other insured incidents;

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

INSURED INCIDENTS WE WILL COVER

1. EMPLOYMENT DISPUTES

We will negotiate for the **insured person's** legal rights in a dispute arising from a contract of employment entered into by the **insured person** for their work as an employee which results in an application to an Industrial Tribunal.

2. CONTRACT DISPUTES

We will negotiate for the **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which the **insured person** has entered into for:

- (a) the buying or hiring in of any goods or services; or
- (b) the selling of any goods.

PROVIDED THAT

- (1) *The **insured person** has entered into the agreement or alleged agreement during the **period of insurance**.*
- (2) *The amount in dispute is more than £100.*

WHAT IS NOT COVERED

Any claim relating to the following:

- (1) A contract regarding an **insured person's** profession, business or employment.
- (2) A lease of less than eight years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- (3) Construction work on any land, or designing, converting or extending any building.
- (4) A contract involving a motor vehicle.
- (5) The settlement payable under an insurance policy.

1. BODILY INJURY

We will negotiate for the **insured person's** legal rights after an event which causes the death of, or bodily injury to, an **insured person**.

WHAT IS NOT COVERED

Any claim relating to the following:

- (1) Any illness or bodily injury which happens gradually or is not caused by a specific sudden accident.
- (2) Defending an **insured person's** legal rights, but defending a counter-claim is covered.
- (3) When the **insured person** is driving a motor vehicle.

4. PROPERTY PROTECTION

We will negotiate for the **insured person's** legal rights in a civil action relating to material property (including **your** principal home) which is owned by the **insured person** or for which the **insured person** is responsible, following:

- (1) an event which causes, or could cause, physical damage to such material property, provided that the amount in dispute is more than £100; or
- (2) any nuisance or trespass, provided that **you** are responsible for the first £250 of any claim.

WHAT IS NOT COVERED

1. Any claim relating to the following:
 - (1) A contract entered into by an **insured person**.
 - (2) Any building or land other than **your** principal home.
 - (3) Someone legally taking **your** principal home from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** principal home by any government or public or local authority unless the claim is for accidental physical damage.
 - (4) Work done by any government or public or local authority unless the claim is for accidental physical damage.
 - (5) A motor vehicle owned or used by, or hired or leased to an **insured person**.
 - (6) Mining subsidence.
2. Defending any claim under **insured incident 4 (1)**, but defending a counter-claim is covered.

5. TAX PROTECTION

We will negotiate on the insured person's behalf and represent the insured person in any appeal proceedings in respect of a full enquiry by the Inland Revenue into the insured person's personal tax affairs if the full enquiry resulted from the insured person's work as an employee.

6. JURY SERVICE

We will pay the **insured person's** salary or wages for the time that the **insured person** is off work while attending jury service for each half or whole day of such attendance as far as they are not recoverable from the court or the **insured person's** employer.

The amount **we** will pay is based on the following:

- (a) The time the **insured person** is off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is eight hours.
- (b) If the **insured person** works full time the salary or wages for each whole day equals 1/250th of the **insured person's** salary or wages.
- (c) If the **insured person** works part time the salary or wages will be a proportion of the **insured person's** salary or wages.

7. LEGAL DEFENCE

We will defend the **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to:

- (a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
- (b) civil action being taken against the **insured person** under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion; or
- (c) civil action being taken against the **insured person** under section 22 or 23 of the Data Protection Act 1984.

WHAT IS NOT COVERED

Any claim relating to a motor vehicle.

WHAT IS NOT COVERED BY THIS POLICY

- 1 Any claim reported to **us** more than 180 days after the **insured person** should have known about the **insured incident**.
- 2 Any incident or matter arising before the start of this section of the policy.
- 3 Any **costs and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 Any **insured incident** intentionally brought about by an **insured person**.
- 6 Any claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
- 7 Any claim relating to written or verbal remarks which damage an **insured person's** reputation.
- 8 A dispute with **us** not otherwise dealt with under Condition 7.
- 9 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 10 An application for Judicial Review.
- 11 Any legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
- 12 Any claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

CONDITIONS WHICH APPLY UNDER SECTION EIGHT

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this section of the policy;
 - (b) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything **we** ask for in writing.
 - (e) Give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.

- 2 (a) **We** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time.
We can negotiate any claim on behalf of an **insured person**.
 - (b) If **we** agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a lawyer, or if there is a conflict of interest, an **insured person** can choose an **appointed representative** by sending **us** the suitably qualified person's name and address. **We** may choose not to accept the choice of representative, but only in exceptional circumstances.
If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter.
 - (c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint an **appointed representative**.
 - (d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed representative**.
 - (f) An **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up to date with the progress of the claim.
 - (g) An **insured person** must give the **appointed representative** any instructions that **we** require.

- 3 (a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
 - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.

- 4 (a) An **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

- 5 If an **appointed representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses an **appointed representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we**

provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.

- 7 If **we** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person.
- 8 **We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from a barrister chosen by **you** and **us**, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 9 **We** can cancel this section of the policy at any time as long as **we** tell **you** at least 21 days beforehand.
You can cancel this section of the policy at any time as long as **you** tell **us** at least 21 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.
- 11 This section of the policy will be governed by English law.
- 12 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.

Business Use Extension

Section Four, A, extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes disclosed to **us**. However, we will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment