

HOUSE & HOME INSURANCE

POLICY DOCUMENT



SAGIC

Insurance that changes lives





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Insurance that changes lives

SAGIC's profits support the work of The Salvation Army

IMPORTANT NOTICE – COOLING OFF PERIOD

This Policy is subject to a 'cooling-off' period. Under this, if you decide within 14 days of receiving the Policy that you do not wish to continue with the insurance, you may cancel your cover within this period and get all your money back as long as you have not made any claims.

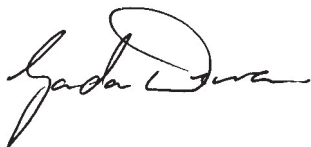
Please read your Policy carefully as soon as possible so that you can satisfy yourself that it meets your requirements before the end of the cooling-off period.

WELCOME TO SAGIC

Thank you for choosing SAGIC for your home insurance and I hope that you will be happy with your Policy and the reassurance it provides.

SAGIC is wholly owned by The Salvation Army and all profits are returned to them to support their charitable activities.

Your policy is made up of this booklet and your schedule which details the sections of cover you have chosen. Please keep these documents in a safe place so that you may refer to them if you ever need to make a claim. The sections and levels of cover provided under this policy are based upon information provided by you to us therefore please check the schedule to ensure that the cover meets your needs.

A handwritten signature in black ink, appearing to read 'Gordon Dewar', with a large, stylized initial 'G'.

Gordon Dewar
Managing Director
The Salvation Army General Insurance Corporation Limited

YOUR 'HOUSE AND HOME' INSURANCE POLICY

This is **your** insurance Policy setting out the terms of the contract **you** have made with The Salvation Army General Insurance Corporation Limited, known as SAGIC, and the other insurers as named in the Policy, for the **period of insurance** stated in **your** insurance schedule. When **your** Policy falls due for renewal and **you** decide to renew the insurance with **us**, **you** will receive an up-dated Schedule, which should be inserted in this booklet.

You are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the Policy wording in bold italic print.

This Policy wording provides details of all of the cover that is available. **Your** Schedule sets out the Sections of the Policy that **you** have decided to purchase and, where applicable, the items insured, sums insured, limits, **excesses**, etc. **You** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or **you** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact **us** immediately.

The 'GENERAL CONDITIONS' and 'EXCLUSIONS', which apply to the whole Policy except Section 8 – Family Legal Protection, are very important and should be given close attention. **You** should also give close attention to the conditions and exclusions applicable to Section 8 if **you** have purchased it.

The Application and the Declaration completed and signed by **you** are incorporated in and form part of this Policy. **It is important that the information contained in the Application is correct and if you wish to change anything you must contact us immediately.**

In return for the payment of the premium by **you**, **we** will provide insurance in accordance with the Policy cover for those Sections shown in **your** Schedule.

LAYOUT OF YOUR POLICY

It is important that **you** know how to make a complaint or **claim** under **your** House and Home insurance so the details of the **Complaints Procedures** and the **Claims Procedures** appear at the front of the Policy booklet.

General Exclusions and **General Conditions** are a very important part of the contract, so to enable **you** to find them easily, appear next in the Policy booklet. These exclusions and conditions apply to the whole Policy with the exception of Section 8 – Family Legal Protection, which has its own Exclusions and Conditions.

Next **we** set out the insurance coverage available under the Policy. **Your** insurance schedule sets out the details of which sections of the Policy **you** have purchased and so apply to **your home**.

Finally, **we** know that a **claim** does not only affect **us**, but also causes **you** inconvenience and distress so **we** have included some useful advice on precautions to take to reduce the possibility of loss in certain circumstances.

The full layout of **your** Policy is shown under the heading contents overleaf.

CONTENTS OF THE POLICY

	Page No.
COOLING OFF PERIOD	inside front cover
YOUR HOUSE & HOME POLICY	2
LAYOUT OF YOUR POLICY	3
THE INSURERS	6
USEFUL CONTACT NUMBERS	8
DEFINITIONS (not applicable to Section 8)	9
COMPLAINTS PROCEDURES	12
CLAIMS PROCEDURES	15
EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THIS POLICY OTHER THAN SECTION 8	17
GENERAL CONDITIONS THAT APPLY TO ALL SECTIONS OF THIS OTHER THAN SECTION 8	21
BUILDINGS INSURANCE (SECTION 1)	23
ACCIDENTAL DAMAGE TO BUILDINGS (optional)	27
PROPERTY OWNERS' LIABILITY (SECTION 1)	29
CONTENTS "NEW FOR OLD" COVER (SECTION 2)	31
ACCIDENTAL DAMAGE TO CONTENTS (optional)	37
OCCUPIERS', PERSONAL & EMPLOYERS' LIABILITY (SECTION 2)	39

OPTIONAL EXTENSIONS:

PERSONAL POSSESSIONS IN & AWAY FROM THE HOME (SECTION 3)	42
LOSS OF PERSONAL MONEY & CREDIT CARDS (SECTION 4)	43
FREEZER FOODS (SECTION 5)	44
SPORTS EQUIPMENT (SECTION 6)	44
PEDAL CYCLES (SECTION 7)	45
FAMILY LEGAL PROTECTION (SECTION 8)	46
Helpline Services Provided Under Section 8	46
Claims Procedures That Apply To Section 8	49
Complaints Procedures That Apply To Section 8	49
The meaning of words in Section 8 (Definitions That Apply to Section 8 only)	50
Cover Provided Under Section 8	52
What Is Not Covered By Section 8	59
Conditions That Apply To the Whole of Section 8	61
ADVICE TO ASSIST YOU IN REDUCING THE POSSIBILITY OF LOSS	64

THE INSURERS

You have purchased this Policy from SAGIC but some parts of the cover are provided by other insurers and **you** have a contract with those other insurers in respect of their sections of the Policy. Details of the insurers and the parts of the cover that they underwrite are shown below.

The insurance cover provided by this Policy is written by:

Insurer	Sections Written
The Salvation Army General Insurance Corporation Limited Faith House, 23-24 Lovat Lane, London, EC3R 8EB (Registered No 101704 England) Tel: 0300 030 1865 Fax: 0300 030 1866 Email: General Enquires: customer@sagic.co.uk Claims: claims@sagic.co.uk Complaints: complaints@sagic.co.uk www.sagic.co.uk	1– Buildings 2 – Contents (New for Old) 3 – Personal Possessions In & Away from the Home 4 – Loss of Personal Money & Credit Cards 5 – Freezer Foods 6 – Sports Equipment 7 – Pedal Cycles
Ansvar Insurance Ansvar House, St Leonard's Road, Eastbourne, East Sussex, BN21 3UR Tel: 0845 60 20 999 or 01323 737541 Email: ansvar.insurance@ansvar.co.uk www.ansvar.co.uk Business Division of Ecclesiastical Insurance Office plc: Registered Office: Beaufort House, Brunswick Road, Gloucester, GL1 1JZ (Registered No: 24869 England)	1a – Property Owners Liability 2a – Occupiers' & Personal Liability and Employers' Liability for <i>Domestic Servants</i>

Insurer
DAS Legal Expenses Insurance Company Limited DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. (Registered No 103274 England and Wales). Tel: 0117 934 0553 www.dashouseholdlaw.co.uk

Sections Written
8 – Family Legal Protection

Each of these insurers is liable only under the Sections of the Policy shown against its name and cannot accept any liability for the insurance coverage afforded by Sections of the Policy written by the other insurers.

The insurers are each authorised by the **Prudential Regulation Authority (PRA)** and regulated by the **Financial Conduct Authority (FCA)** and **Prudential Regulation Authority** and **you** can check their status on the FCA Register, in the following ways:

On the FCA website at www.fca.org.uk/register/

By telephoning the FCA Consumer Helpline on 0800 111 6768

By writing to the FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

All are members of:

Financial Ombudsman Service

Financial Services Compensation Scheme

In addition, SAGIC and Ansvar Insurance are members of:

Association of British Insurers

USEFUL CONTACT TELEPHONE NUMBERS

The following information is supplied to enable **you** to contact the right person in **our** organisation quickly.

Alterations to or questions concerning *your* Policy:

To amend **your** Policy or ask a question about it, please contact SAGIC's Personal Insurances Customer Services Team on **our** Lo-call number (for the cost of a local call from any UK landline or free in some call plans):

SAGIC CUSTOMER SERVICES: 0300 030 1865

You can also contact **our** Customer Services Team by email to: **customer@sagic.co.uk**

Claims under all Sections of this Policy other than Section 8 – Family Legal Protection

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy other than Section 8, please contact the SAGIC Claims Line on **our** Lo-call number: (for the cost of a local call from any UK landline or free in some call plans):

SAGIC CUSTOMER SERVICES: 0300 030 1865

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for claims under Sections 1 and 2 of the Policy and is operated on **our** behalf by AED Adjusting, a firm of Loss Adjusters.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if **you** are advising a non-urgent claim or querying the status of a **claim** or if the claim falls under any Policy Section other than 1 or 2.

You can also report a **claim** by email on: **claims@sagic.co.uk**. If **you** are making a first report of a **claim** in this way, please give brief details of the circumstances, the date of the incident and, if possible, an indication of the monetary amount likely to be involved so that we can deal with your **claim** more efficiently.

For the full claims procedures see page 15

Claims under Section 8 – Family Legal Protection

Section 8 procedures for claims and complaints are set out in full on page 49. For claims under this Section 8 call DAS Legal Insurance Co. Ltd on **0117 934 0553**.

Legal Helplines

If **you** have purchased Section 8 – Family Legal Protection, then **you** have access to the helplines operated by DAS Legal Insurance Co. Ltd. Details of these helplines and how to access them are set out on Page 46.

LIST OF DEFINITIONS These definitions appear in bold italic text throughout the Policy. They do not apply to Section 8 – Family Legal Protection; the definitions of that section appear on page 50.

ACCIDENTAL DAMAGE	Sudden, unintentional and unexpected physical breakage or damage that can be seen.
BODILY INJURY	Death, illness, injury or disease.
BUILDING/BUILDINGS	Your home including garages, sheds, greenhouses and other domestic outbuildings, and landlords' fixtures and fittings therein and thereon, paved terraces, patios, drives, paths, walls, gates and fences, sunken swimming pools, fishponds and ornamental ponds and hard tennis courts, on the site of your home .
CLAIM	A single loss or series of losses arising from one event for which cover is provided by this Policy.
CONTENTS	Household goods, furniture, furnishings and personal effects in your home , and interior decorations belonging to or the responsibility of you or any member of your household , subject to the following exclusions: (a) Any fixtures or fittings belonging to the landlord. (b) Any fixtures or fittings which are attached to the building in a permanent way such as fitted kitchen furniture, bathroom fittings and fitted bedroom furniture. (c) Growing flowers, plants, trees or shrubs. (d) Domestic animals and fish. (e) Motor vehicles and the contents thereof. (f) Caravans, horse boxes, trailers, and trailer-tents and the contents thereof. (g) Boats and other watercraft, surfboards, hovercrafts, aircraft and the contents thereof. (h) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind. (i) Any property used by you for business or professional purposes. (j) Contents which do not belong to you or a member of your household permanently living at your home.

When the **buildings** belong to a landlord and **you** are responsible for damage to fixtures and fittings under **your** tenancy agreement, such fixtures and fittings are understood to be **contents** but **you** must include them when calculating **your** sum insured.

COSTS AND EXPENSES	(a) Legal costs and expenses recoverable from you by any claimant. (b) Defence costs and expenses incurred with our written consent.
DOMESTIC EMPLOYEE	A person employed by a member of the household to solely carry out domestic duties for the household .
ELECTRICAL ITEMS	Electrical items include the following: Games Consoles, Laptops, Notepad Computers, E-readers, Satellite Navigation, MP3 Players, Mobile Phones, Hearing Aids etc.
EXCESS/EXCESSES	The amount of the claim for which you are responsible.
FEES	The fees of architects, surveyors and other professionals that you incur in connection with the repair of damage to the buildings . Our prior permission is required before such fees are incurred. Fees that you have to pay in connection with the preparation of your claim are not covered.
HOME	The private dwelling and its outbuildings used solely for domestic purposes, at the Risk Address as shown in your Schedule.
HOUSEHOLD	You, your spouse or partner, relatives and any other person permanently living in the home but not any lodger, tenant or paying guest.
LOCAL AUTHORITY REQUIREMENTS	The additional costs you have to pay to repair damage due to the need to comply with any Government or Local Authority requirements or regulations, but excluding any costs relating to requirements or regulations which were notified to you before the loss or damage occurred.
MOTOR VEHICLE	Any electrically or mechanically propelled vehicle for adults or children. Motor vehicle does not include any: (a) vehicle used only as domestic gardening equipment within the home's boundaries. (b) vehicle designed to help disabled people provided the vehicle is not required to be registered for road use. (c) battery operated golf cart or trolley. (d) pedestrian controlled toy or model.
MONEY	Cash, bank and currency notes, cheques, money and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers

	cheques, travel season tickets and gift tokens. Any money, as defined, relating to your business is not covered.
PERIOD OF INSURANCE	The period shown on your schedule for which we agree to accept and you have paid the premium.
PERSONAL POSSESSIONS	Personal possessions include the following items which may be taken out of the home: Jewellery, gold and silver articles, antiques, watches, works of art, furs, photographic equipment, musical instruments, games consoles, laptops, notepad computers, e-readers, satellite navigation units, MP3 players, mobile phones, spectacles, contact lenses, hearing aids, coins, medals, stamps etc.
REMOVAL OF DEBRIS	The cost of removing debris, demolishing, propping or shoring up parts of the buildings which have been damaged. Our prior consent is required except where immediate action is needed in the interest of public safety.
TERRITORIAL LIMITS	England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
TERRORISM	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, 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.
UNOCCUPIED	Not lived in by you , any member of your household or any other person who has your permission. It is accepted by us that your home will be unoccupied at certain times when you are away on holiday. We agree that we shall not regard your home as being unoccupied at these times, subject to such holiday periods not amounting to more than 31 days in any period of insurance . If the holiday period is likely to exceed 31 days, you must contact us as soon as you know.
WE/US/OUR	For Sections 1, 2, 3, 4, 5, 6 & 7 Salvation Army General Insurance Corporation Limited. For Sections 1a & 2a (Legal Liability) Ansvar Insurance. For Section 8 See the definition in Section 8.
YOU/YOUR	The person or persons named in your Schedule.

COMPLAINTS PROCEDURES

These Complaints Procedures apply to all Sections of the Policy other than Section 8 – Family Legal Protection Insurance. The procedures applying to Section 8 are set out on Page 49.

'SAGIC' aims to give excellent, friendly service, and to handle claims promptly in a fair and efficient manner. **We** will undertake **our** dealings with **you** with this aim in mind and **we** are committed to working within the spirit of The Financial Conduct Authority's requirements for Treating Customers Fairly.

However, **we** recognise that sometimes things go wrong and circumstances may arise where **you** feel **you** have cause for complaint.

If **you** have purchased this policy from a broker please initially submit **your** complaint to them (please see **your** policy schedule for contact details), alternatively if **you** have purchased this policy direct from SAGIC or if **your** broker is unable to resolve **your** complaint then please contact:

The Managing Director
The Salvation Army General Insurance Corporation Limited
Faith House, 23-24 Lovat Lane, London, EC3R 8EB
Tel: 0300 030 1865
Email: **complaints@sagic.co.uk**

Should **you** remain dissatisfied, please write to SAGIC's Chairman at the same address, further to this if the matter is not resolved to **your** satisfaction **you** may ask the FINANCIAL OMBUDSMAN SERVICE (FOS) to review **your** case.

Please note that the FINANCIAL OMBUDSMAN can investigate a complaint if:

- (i) **You** have given **us** an opportunity to resolve **your** complaint.
- (ii) **You** are not a business with a group turnover of at least £1,000,000, or a charity with an annual income of at least £1,000,000, or a trustee of a trust with a net asset value of at least £1,000,000.
- (iii) The matter is not the subject of legal proceedings or arbitration.
- (iv) The dispute is not between **you** and someone else's insurer.
- (v) The complaint does not concern **our** level of premiums or **our** decision as to which risks to cover.

WHAT WILL HAPPEN IF **YOU** COMPLAIN

Where possible **we** will resolve **your** complaint within one business day.

Otherwise:

- **We** will acknowledge **your** complaint as quickly as possible and, in any event, within two working days of receipt.
- **We** aim to resolve complaints within 5 working days. If **we** cannot achieve that, **we** will keep **you** informed each week on the progress of **your** complaint.
- **We** receive a small number of complaints and those **we** do get can usually be resolved within a few days. However, occasionally more detailed inquiries may be required and if this happens **we** will do **our** best to complete those inquiries in the shortest possible time.
- Once **we** have completed **our** investigation of **your** complaint **we** will respond with a decision in writing.

If **your** complaint has been reviewed by both **our** Managing Director and **our** Chairman and **you** are unhappy with the response **you** have been given or if **we** have not completed **our** investigation after 8 weeks, **you** can refer the complaint to the Financial Ombudsman Service, as mentioned above. **We** are bound by the decision of the Financial Ombudsman, but **you** are not.

THE FINANCIAL OMBUDSMAN SERVICE CAN BE CONTACTED AT:

South Quay Plaza, 183 Marsh Wall, LONDON E14 9SR
Telephone: **0300 123 9 123** Fax: **020 7964 1001**
Email: **complaint.info@financial-ombudsman.org.uk**

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay claims.

If one of the insurers on this Policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance claims is 90% of the **claim** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme
7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN
Telephone: **0800 678 1100** or **0207 741 4100**, Fax: **020 7892 7301**
Email: enquiries@fscs.co.uk **Website:** www.fscs.org.uk

CLAIMS PROCEDURES (see also General Condition 8 on Page 22)

Set out below are *your* and *our* responsibility in connection with *claims* under this Policy.

If *you* fail to comply with any of *your* responsibilities shown below or, in the case of Section 8, as shown within section 8, we may at *our* option refuse to deal with *your claim* or reduce the amount for payment as we deem appropriate and we may cancel your Policy.

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS INVOLVING LOSS OF OR DAMAGE TO *YOUR* PROPERTY AS INSURED BY SECTIONS 1, 2, 3, 4, 5, 6 or 7

1. Give immediate notification to the police if the *claim* involves property that is lost, stolen, damaged maliciously or damaged by rioters.
2. Report the *claim* to *us* as soon as practicable and in any event within 31 days of the occurrence.
3. Provide all information and assistance that *we* may reasonably require without delay, including access to the site of the incident to enable us to deal with your *claim*.
4. Take all reasonable steps to recover any lost or stolen property and advise *us* as soon as practicable of any such property that is returned to *you*.
5. At *your* expense provide *us* with estimates, proof of ownership and/or of value to support *your claim*.
6. Not abandon any property to *us*.
7. Allow *us* to take over and conduct in *your* name the defence or settlement of any *claim* or prosecute in *your* name for *our* benefit any *claim* against another party for indemnity or damages or otherwise.

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS BEING MADE AGAINST *YOU* FOR *YOUR* LEGAL LIABILITY AS INSURED UNDER SECTIONS 1a or 2a

You must:

1. Notify *us* immediately if someone is making a claim against *you*.
2. Not make any promise to pay or any admission of liability.
3. Send any letter or document to *us* unanswered.

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS YOU WISH TO MAKE UNDER SECTION 8 – FAMILY LEGAL PROTECTION INSURANCE OR TO ACCESS THE HELPLINES OFFERED UNDER SECTION 8

For **your** responsibilities under Section 8 – Family Legal Protection, please refer to that section of the Policy.

OUR RESPONSIBILITIES IN RESPECT OF ALL SECTIONS OF THE POLICY WITH THE EXCEPTION OF SECTION 8 – FAMILY LEGAL PROTECTION

We will:

1. Deal with **your claim** fairly and promptly.
2. Acknowledge **your** initial notification of claim and send **you** a claim form or advise **you** the action **you** need to take.
3. Keep **you** informed on the status of **your Claim** from time to time.
4. Once the **claim** is agreed, settle the **claim** promptly in accordance with the appropriate Basis of Settlement set out in this Policy.
5. Give **you** an explanation of the reasons if **we** turn down **your** claim or any part of it.

For claims under Section 8 – Family Legal Protection, please refer to that section of the Policy.

IMPORTANT NOTES

1. Sections 1a and 2a (legal liability) cover is underwritten by Ansvar Insurance.
Claims under these Sections should initially be advised to Salvation Army General Insurance Corporation Ltd (SAGIC) as detailed on Page 6.
Ansvar Insurance will subsequently take over the handling of any **claim** under these Sections.
 2. Claims handling procedures for Section 8 – Family Legal Protection are contained within that Section of the Policy.
-

GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY OTHER THAN SECTION 8

This Policy does not cover:

1. BREAKDOWN

Mechanical or electrical breakdown, fault or failure.

2. COMMUNICABLE DISEASES

The transmission by **you** or any member of ***your household*** of:

- (a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness, Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.
- (b) any communicable disease.

3. COMPUTER FAILURE

Any ***claim***, loss, liability or expense caused by or arising directly or indirectly from or in any way relating to the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether or not it is ***your*** property, to:

- (a) correctly recognise any date as its true calendar date
- (b) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- (c) capture, save, retain or correctly process any data as the result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss of or damage to ***your*** property specifically insured by the Policy or any loss or damage not otherwise excluded which itself results from:

Fire, Smoke, Explosion, Lightning, Earthquake, Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Person, Vandals, Escape of Water or Oil from any fixed water or heating installation, Theft or Attempted Theft, Impact involving aircraft, aerial device or anything falling from them or by a vehicle or animal.

This exclusion does not apply to any cover for Liability to ***Domestic Employees***.

4. CONFISCATION

Confiscation or requisition by order of any government or public body.

5. CONSEQUENTIAL LOSS

Consequential loss of any kind or description incurred by ***you*** or ***your household***.

6. DELIBERATE DAMAGE

Any deliberate, malicious or willful act by ***you*** or any member of ***your household***.

7. EXISTING DAMAGE

Any loss or damage occurring before the cover by this Policy commences.

8. POLLUTION OR CONTAMINATION

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.

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

9. RADIOACTIVE CONTAMINATION AND CONFISCATION

Any loss or damage to property, legal liability, expense, consequential loss or ***bodily injury*** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

10. REDUCTION IN VALUE

Any reduction in value of the property insured following a **claim** settlement.

11. SETS

The cost of replacing any undamaged item or part of an item forming part of a set (other than a pair).

12. SONIC BANGS

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

13. TERRORISM

- (a) In respect of Sections 1a (property owners' legal liability) and 2a (occupiers' personal and employers' legal liability):
Other than to any **domestic employee**, liability to third parties or any liability incurred by **you** for damages, costs and expenses directly or indirectly caused by, resulting from or in any connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**,
- (b) In respect of all other sections of the Policy
Any loss of or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** involving:
 - (i) Contamination or the threat of Contamination.
 - (ii) Any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination.
regardless of any other cause or event contributing at the same time or in any other sequence to the loss.For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process.

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

14. WAR RISKS

Any 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.

15. WEAR AND TEAR, ETC.

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS OF THIS POLICY OTHER THAN SECTION 8

1. CANCELLATION

We may cancel this Policy by giving **you** 30 days notice and **you** may cancel the Policy by giving **us** 30 days notice of cancellation at any time.

If **we** decide to cancel, **we** will advise **you** in writing to **your** last known address and will return to **you** the unexpired portion of any premium paid.

If **you** cancel, **you** must advise **us** by post, fax or hand-delivered letter and **you** will be entitled to a return of premium based on **our** short period rates in force at the time of cancellation.

In the event that **you** pay **your** premiums by Direct Debit, if **you** cancel the Policy and **your** Direct Debit instructions in such a way that premium is still owing to **us**, **you** must pay **us** the outstanding balance as soon as possible as it forms part of **your** contract with **us**. Failure to do so may damage **your** credit rating and may necessitate the use of debt collection agencies on **our** behalf.

2. CHANGE IN CIRCUMSTANCES

If the circumstances on which this insurance was based change, then the details must be advised to **us** as soon as possible. Failure to do so will give **us** the right at **our** option to cancel **your** Policy from the date of the change.

3. CLAIMS

In the event of a **claim you** must follow as far as is practicable the CLAIMS PROCEDURES set out on page 15.

Failure to do so may result in **your** claim being rejected or reduced or **we** may cancel **your** Policy from the start of the current period of insurance.

4. CONTRACTS (RIGHTS OF THIRD PARTIES)

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms 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.

5. DUTY OF CARE

You must:

- (a) do all that is reasonably possible to:
 - (i) protect the property insured
 - (ii) prevent, or reduce the extent of, **damage**
 - (iii) prevent accidents or **bodily injury**
- (b) keep any property insured under this Policy in good condition

6. FRAUD

If any **claim** under this Policy involves fraud by **you** or anyone acting on **your** behalf, **you** shall not be entitled to any benefit under the Policy and all cover under the Policy shall cease.

7. GOVERNING LAW AND LANGUAGE

This Policy 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 shall be English law.

We will communicate with **you** in English at all times.

8. OTHER INSURANCE

If any loss, damage or legal liability covered by this Policy is also covered by another insurer, **our** liability will be **our** rateable proportion of any **claim**.

SECTION 1 – BUILDINGS

WHAT IS COVERED

We will pay for loss of or damage to **buildings** caused by an Insured Event in 1. to 10. below:

1. Fire, Smoke, Explosion, Lightning and Earthquake.
2. Storm or Flood.
3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.
4. Subsidence or heave of the site beneath the **buildings** or Landslip causing the **buildings** or part of it to collapse.

WHAT IS NOT COVERED

We do not pay for loss of or damage to **buildings** caused by the following:

- (i) Smoke damage by any gradually operating cause.
- (i) The **excess** detailed in **your** Schedule.
- (ii) Damage to gates, fences or tennis courts.
- (iii) Damage caused by frost, subsidence, landslip or heave.
- (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
- (ii) Malicious damage by any person lawfully in **your home**.
- (i) The **excess** detailed in **your** Schedule.
- (ii) Damage to terraces, patios, drives, paths, garden walls, outdoor swimming pools, fishponds, ornamental ponds and tennis courts unless the foundations beneath the external walls of **your home** are damaged at the same time.
- (iii) Damage caused by the bedding down of new structures or settlement of newly made up ground.
- (iv) Damage to solid floor slabs or resulting from their movement, unless the foundations beneath the external walls of **your home** are damaged at the same time.
- (v) Damage caused by coastal erosion.

WHAT IS COVERED (Continued)

5. Escape of water or oil from any fixed water or heating installation or domestic appliance.

6. Freezing of domestic water and heating installations resulting in damage thereto.

7. Theft or attempted theft.

8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.

9. Breakage or collapse of satellite dishes, receiving aerials and their fittings or masts.

WHAT IS NOT COVERED (Continued)

(vi) Damage resulting from demolition or structural repairs or alterations to the **buildings**.

(vii) Faulty workmanship or design or defective materials in the **building**.

(i) The **excess** detailed in **your** Schedule.

(ii) The repair of the part of the installation from which water or oil escapes.

(iii) Damage occurring if **your home** is left **unoccupied** for more than 31 days

(i) Damage due to age, rust, corrosion, wear and tear.

(ii) Damage due to poor insulation or lagging.

(iii) Damage occurring if **your home** is left **unoccupied** for more than 31 days.

(i) Damage if **your home** is left **unoccupied** for more than 31 days.

(ii) Theft by a member of **your household** or a lodger, tenant or paying guest.

(i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your home**.

(i) Damage to the satellite dish, aerial, fitting or mast itself.

WHAT IS COVERED (Continued)

10. Falling trees, branches, telegraph poles or lamp posts including the cost of removing any that cause damage to the **home**.

WHAT IS NOT COVERED (Continued)

- (i) Damage to tennis courts.
- (ii) The cost of removal if **buildings** are not damaged at the same time.
- (iii) Damage due to tree felling, lopping or topping operations undertaken on the site of **your home**.

EXTENSIONS TO SECTION 1

WHAT IS ALSO COVERED

11. Underground Pipes and Cables

Accidental damage to underground pipes and cables supplying the **building** but this cover is limited to £1,000 in respect of all work necessary to clear a blocked underground pipe.

WHAT IS NOT COVERED

- (i) Damage for which **you** are not legally responsible.
- (ii) Wear, tear and gradual deterioration
- (iii) Blockage by anything deliberately discharged into a drain by **you** or with **your** permission.

12. Glass, Ceramic Hobs and Sanitary Ware

Accidental breakage of fixed glass, solar panels, ceramic hobs or tops in fixed units and sanitary ware.

- (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
- (ii) Damage to fixed glass in furniture.

13. Alternative Accommodation or Loss of Rent

The cost of comparable alternative accommodation or loss of rent receivable for the period that the **buildings** are uninhabitable in consequence of damage due to an Insured Event (1) to (10) on page 23 - 25.

This extension is subject to a maximum limit of 20% of sums insured on **buildings** as shown in **your** Schedule.

- (i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.

WHAT IS ALSO COVERED (Continued)

14. Emergency Access

Damage to **your home** caused by forced access to attend:

- (i) a medical emergency
 - (ii) an event that would result in damage to **your home** by an Insured Event (1) to (10) on pages 23 - 25.
-

15. Sale of **your home**

- (i) When **you** have exchanged contracts to sell **your home** the buyer will have benefit of cover under Section 1 until completion of the sale.
 - (ii) If **we** have agreed to insure **your** new **home** Section 1 cover shall commence from the exchange of contracts.
-

16. Locks and Keys

The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in **your** home required due to the keys being accidentally lost or stolen.

This extension is subject to a maximum limit of £500.

17. Trace and Access

Where the **buildings** are insured and if they are damaged due to an escape of water from any fixed water or heating installation for which **you** are legally responsible **we** will pay the reasonable cost that **you** incur in finding the source of damage.

The most **we** will pay is £5,000 but not more than £2,500 for a water leak outside the **home**.

WHAT IS NOT COVERED (Continued)

- (i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.

- (i) The cost of repair of the source of the damage unless the cause is covered elsewhere in this Policy.
- (ii) The excess stated in **your** schedule.

ACCIDENTAL DAMAGE (optional)

This extension applies to **buildings** cover when shown in **your** schedule and up to a maximum sum insured as shown in **your** schedule

WHAT IS ALSO COVERED

1. Sudden, unintentional and unexpected physical breakage or damage that can be seen

We do not pay for

- (i) The excess stated in your schedule
 - (ii) Any loss or damage that is excluded by the General Exclusions to this Policy
 - (iii) Damage caused by domestic pets belonging to anyone else residing in your home, or by vermin, insects, damp, mildew, rot fungus or other gradual cause
 - (iv) Damage occurring if your home is left unoccupied for more than 31 consecutive days
 - (v) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus
 - (vi) Demolition, structural alterations, or structural repair to the **building**
 - (vii) Mechanical or electrical fault, breakdown or failure
 - (viii) Faulty workmanship, defective design or the use of defective materials
-

INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 1 – BUILDINGS

The sum insured on **buildings** will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

The renewal premium will be calculated on the amount of the sum insured, as at renewal date with such adjustment.

BASIS OF SETTLEMENT OF CLAIMS UNDER SECTION 1 – BUILDINGS

In event of a **claim** under Section 1 **we** will pay for the loss or damage including **Fees, Removal of debris** and the cost of complying with **local authority requirements** or, at **our** sole option, **we** will repair or reinstate the **buildings** to a condition as near as possible to the condition immediately before the loss or damage occurred.

If the repair or reinstatement is not carried out **we** will pay the resultant reduction in the market value but not to exceed the amount that would have been expended on the repair or reinstatement had the work been carried out without delay.

We will not pay for any reduction in the market value of **your home** following repair or reinstatement.

The most **we** will pay for all loss or damage resulting from one insured incident under Section 1 is the sum insured shown in **your** Schedule, adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 13 – Alternative Accommodation or Loss of Rent.

A deduction will be made for wear and tear if:

- (i) the **buildings** are not maintained in good condition or
- (ii) the sum insured on **buildings** at the time of the damage is less than the full cost of rebuilding the **buildings** as new, including **Fees** and **Removal of debris**.

SECTION 1a - PROPERTY OWNERS LIABILITY

WHAT IS COVERED

1. **We** will pay all amounts which **you** become legally liable to pay as owner (not as occupier) of the **buildings** and its land for damages and **costs and expenses** if accidental:
 - (i) **bodily injury** to any person, or
 - (ii) **damage** to material property occurs during the **period of insurance**.
2. Cover under 1. above also extends to the:
 - (i) buildings of any home **you** used to live in
 - (ii) **buildings** for 7 years after the date of cancellation of the Buildings section of this Policy due to sale of the **buildings**but only in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Property Owners Liability indemnity limit shown in the schedule.

WHAT IS NOT COVERED

1. Liability arising from:
 - (a) **bodily injury** of a member of the **household** or any person employed by a member of the **household**
 - (b) **damage** to property belonging to or under the control of a member of the **household** or any person employed by a member of the **household**
 - (c) an agreement unless liability would have existed without the agreement
 - (d) any business, profession or occupation
 - (e) a **claim** under the Defective Premises Act which is insured by a more recent or current Policy
 - (f) costs of remedying any fault or alleged fault in any private residence **you** previously owned or occupied
 - (g) the ownership or use of any lift or **motor vehicle**.
2. Liability for:
 - (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages
 - (b) liquidated damages.
3. Liability covered by any other insurance.

SPECIAL NOTES (not forming part of the Policy):

Owners of buildings need to insure their liability as property owner and this cover is provided under Section 1a (legal liability).

However, accidents resulting in bodily injury to third parties or damage to their property that happen in buildings or on land are, by law, usually the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

The Property Owners' Liability as insured under Section 1a of this Policy does not cover your legal liability as the occupier of the home or its land.

If you are both the owner and the occupier of the building, then to protect yourself you will need to purchase Occupiers' Liability cover, which we provide under Section 2a of this Policy when you purchase Contents Insurance.

SECTION 2 – CONTENTS ‘NEW FOR OLD’

WHAT IS COVERED

We will pay for loss of or damage to the **contents** when in **your home**, caused by an Insured Event 1. to 10. below:

1. Fire, Smoke, Explosion, Lightning and Earthquake.
2. Storm or Flood.
3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.
4. Subsidence or heave of the site beneath the **building** or Landslip causing the **building** or part of it to collapse.
5. Escape of water or oil from any fixed water or heating installation or domestic appliance.
6. Accidental loss of domestic heating oil or metered water. The maximum amount payable is limited to £1,000.
7. Theft or attempted theft.

WHAT IS NOT COVERED

We do not pay for loss of or damage to **contents** caused by the following:

- (i) Smoke damage by any gradually operating cause.
- (i) The **excess** detailed in **your** Schedule.
- (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
- (ii) Malicious damage by anyone who is lawfully in **your home**.
- (i) Damage caused by coastal erosion.
- (i) The **excess** detailed in **your** Schedule.
- (ii) The repair of the part of the installation from which water or oil escapes.
- (iii) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
- (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
- (ii) Damage to any property caused by the oil or water.
- (i) Loss by deception, except where deception is used solely to gain entry into **your home**.

WHAT IS COVERED (Continued)

-
8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.
-
9. Damage to satellite dishes and receiving aerials, their fittings or masts due to breakage or collapse.
-
10. Falling trees or branches, telegraph poles or lamp posts.
-

WHAT IS NOT COVERED (Continued)

- (ii) Loss or damage caused by **you** or a member of **your household**.
- (iii) Loss while **your home** or any part of it is lent, let, sub-let or occupied by paying guests unless violent force has been used to enter or leave **your home**.
- (iv) Loss of **money** unless involving entry to or exit from **your home** by forcible and violent means or entry by deception.
- (v) Loss of **money** or **valuables** from garages or outbuildings.
- (vi) Loss or damage occurring if **your home** is left **unoccupied** for more than 31 days.
-
- (i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your home**.
-
- (i) Damage to the aerial, fitting or mast.
-
- (i) Damage due to tree felling, lopping or topping operations undertaken on the site of **your home**.
-

EXTENSIONS TO SECTION 2

WHAT IS ALSO COVERED

11. Glass in furniture, Mirrors, and Glass or Ceramic Hobs.

Accidental breakage of glass tops to furniture and fixed glass in furniture, mirrors or glass or ceramic hobs to freestanding cookers.

12. Theft of Keys

The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in **your home** required due to the keys being accidentally lost or stolen.

This extension is subject to a maximum limit of £500.

13. Contents in the Garden

Loss or damage to **contents** in the garden of **your home** as a result of an Insured Event 1. and 3-10 on pages 31 and 32.

This extension is subject to a maximum limit of 5% of the sum insured on **contents** as shown in **your** Schedule.

14. Alternative Accommodation or Loss of Rent

Loss of Rent receivable or the reasonable cost of comparable alternative accommodation for the period that the **buildings** are uninhabitable in consequence of damage due to an Insured Event (1) to (10) on page 31 and 32.

This extension is subject to a maximum limit of 10% of the sum insured on **contents** as shown in **your** Schedule.

WHAT IS NOT COVERED

- (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.

- (i) Growing trees, shrubs, plants and flowers.
- (ii) **Money** or **valuables**.
- (iii) Pedal cycles.
- (iv) Loss or damage caused by storm or flood.
- (v) Loss or damage occurring if **your home** is left **unoccupied** for more than 31 days.

WHAT IS ALSO COVERED (Continued)

15. **Contents Temporarily Removed from Your Home**

Loss of or damage by any Insured Event (1) to (10) on page 31 and 32 to **contents** temporarily removed from **your home**:

- (a) into a bank, safe deposit, occupied private dwelling house or any building where members of **your household** are living or carrying on their business in the British Isles.
- (b) elsewhere in the British Isles.

WHAT IS NOT COVERED (Continued)

- (i) Loss of **money** by theft.
- (ii) Loss or damage to property removed for sale or exhibition or to a furniture depository.
- (iii) Loss or damage caused by malicious persons or vandals.
- (iii) Loss or damage caused by storm or flood to property not in a building.
- (iv) Loss or damage by theft, unless from a building and violent and force is used to enter or leave it.

SPECIAL NOTE (not forming part of the Policy)

The insurance provided by 15. (a) above includes contents in student accommodation in the British Isles where members of your household are living. Therefore, to ensure that you are adequately insured you must include such contents in your sum insured under Section 2. Failure to do so may result in any claim being settled as set out in paragraph (c) of the Basis Of Settlement Under Section 2 shown below.

WHAT IS ALSO COVERED (Continued)

16. Tenants' Liability For Damage

Where **you** are the tenant and not the owner of **your home**, the insurance by this Policy is extended to cover the amounts **you** become legally liable to pay under the terms of **your** tenancy agreement for: the **buildings**, including decorations or landlords' fixtures and fittings due to loss or damage as set out in Insured Events 1. to 10. and extensions 11. and 12. of Section 1 of this Policy.

Amount payable

The maximum amount payable is 20% of the sum insured on the **contents** in any **period of insurance**.

WHAT IS NOT COVERED (Continued)

- (i) The first £1,000 of each and every loss involving Subsidence, Heave or Landslip.
- (ii) The first £75 of any other loss.

17. Household Removal

Loss or damage to **contents** while they are being moved by professional furniture removers from **your home** to **your** new permanent **home** (including temporary storage in a furniture storage unit for up to 7 consecutive days).

- (i) Loss or damage of money or any item defined under **personal possessions**.
- (ii) The excess stated in **your** schedule.

18. Fatal Injury Benefit

Death of a member of **your household**, in the **home**, if this happens as a direct result of a fire, explosion, lightning or intruder.

This extension is subject to a maximum limit of £5,000 per person and £10,000 in all.

- (i) Death caused by any person insured by this policy.
- (ii) Death occurring more than three months after the incident.

WHAT IS ALSO COVERED (Continued)

19. Title Deeds

Loss or damage to the title deeds of ***your home***, if the originals are lost or as the results of an Insured Event in 1-10 on pages 31 and 32.

20. Religious Festival and Wedding Gifts

We will increase the sums insured under Section 2 Contents by 20% for gifts and provisions brought in connection with a family celebration such as a wedding or a religious festival such as Christmas.

21. Freezer Foods

Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes.

This extension is subject to a maximum limit of £300, should you require additional cover please see Section 5 on page 44.

WHAT IS NOT COVERED (Continued)

- (i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
- (ii) Any loss or damage that is excluded by the General Exclusions to this Policy.

ACCIDENTAL DAMAGE (optional)

This extension applies to your contents cover when shown in **your** schedule and up to a maximum sum insured as shown in **your** schedule

WE WILL PAY FOR

Sudden, unintentional and unexpected physical breakage or damage that can be seen.

WE DO NOT PAY FOR

- (i) The excess stated in your schedule
- (ii) Any loss or damage that is excluded by the General Exclusions to this Policy
- (iii) Damage caused by domestic pets belonging to anyone else residing in your home, or by vermin, insects, damp, mildew, rot fungus or other gradual cause
- (iv) Damage occurring if your home is left unoccupied for more than 31 consecutive days
- (v) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus
- (vi) Demolition, structural alterations, or structural repair to the building
- (vii) Mechanical or electrical fault, breakdown or failure
- (viii) Faulty workmanship, defective design or the use of defective materials

INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 2 – CONTENTS – ‘NEW FOR OLD’

The sum insured on **contents** will be adjusted monthly in line with the Retail Prices Index (Consumer Durables Section). No additional premium will be charged for these adjustments but the renewal premium will be calculated on the sum insured at the renewal date resulting from these adjustments.

BASIS OF SETTLEMENT UNDER SECTION 2 – CONTENTS – ‘NEW FOR OLD’

Following loss or damage by any insured event under Section 2:

- a) Provided that at the time of loss or damage the sum insured on **contents** is at least equal to the cost of replacing all the **contents** as new (less a deduction for wear and tear or betterment on clothing and household linen).
We will at **our** sole option either:
 - (i) arrange to repair or replace any item(s) of **contents** lost or damaged, or
 - (ii) pay the cost of repairing or replacing any item(s) of **contents** lost or damaged, or
 - (iii) make a payment to **you** for any item(s) of **contents** lost or damaged.
- b) For clothing and household linen **we** may make a deduction based on an estimation of the wear and tear to the item(s) lost or damaged.
- c) If the sum insured at the time of loss or damage is less than equal to the cost of replacing all the **contents** as new, then a deduction will be made by **us** for wear, tear or betterment on any item(s) lost or damaged.
If **we** elect to repair or replace any item(s) of **contents** lost or damaged and **you** reject this basis of settlement the **claim** will be settled on the basis of the cost of replacement less a deduction for wear and tear.

MAXIMUM AMOUNT PAYABLE UNDER SECTION 2 CONTENTS – ‘NEW FOR OLD’

The maximum amount payable in respect of any one incident insured by Section 2 of this Policy is the sum insured shown in **your** Schedule adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 14 – Loss of Rent or Cost of Alternative Accommodation, from which shall be deducted any **excess**.

Unless **your** Schedule provides for an increased amount, the following limits shall apply and these amounts represent the maximum that **we** will pay for the items concerned in the event of a **claim** and do not broaden or add to the Insured Events covered under the said Section 2:

Valuables in total:	Not exceeding one third of the contents sum insured.
Any one valuable :	Not exceeding 10% of the contents sum insured.
Money :	£200.

SECTION 2a – OCCUPIERS', PERSONAL AND EMPLOYERS' LIABILITY

WHAT IS COVERED

1. OCCUPIERS' AND PERSONAL LIABILITY

We will pay all amounts for which a member of the **household** (or after the death of that member of the **household** the legal representatives) becomes legally liable to pay as damages and **costs and expenses**:

(i) as occupier of the **buildings**, or

(ii) in any other personal capacity

for accidental **bodily injury** to any person or **damage** to property occurring during the **period of insurance**.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Occupiers' and Personal Liability indemnity limit shown in the schedule.

WHAT IS NOT COVERED

1. Liability arising from:

- (a) **bodily injury** to a member of the **household** or any **domestic employee**
- (b) **damage** to property belonging to or under the control of a member of the **household** or any **domestic employee**
- (c) an agreement unless liability would have existed without the agreement
- (d) any business, profession or occupation
- (e) ownership of any land or **building** including the **buildings**.

2. Liability arising from ownership, possession or use of any:

- (a) aircraft or hovercraft (other than models)
- (b) watercraft (other than models) unless propelled solely by hand or foot
- (c) **motor vehicle**
- (d) caravans or trailers while being towed or while attached to a vehicle
- (e) dog of a type described in the Dangerous Dogs Act 1991, Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation of similar intent
- (f) living creatures other than pets that are normally domesticated in the United Kingdom

WHAT IS COVERED (Continued)

2. LIABILITY TO **DOMESTIC EMPLOYEES**

We will pay all amounts for which a member of the **household** becomes legally liable to pay as damages and **costs and expenses** for **bodily injury to domestic employees** occurring during the **period of insurance** within the **territorial limits** and arising from the work they are employed to do.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Liability to **Domestic Employees** indemnity limit shown in the schedule but limited to £5,000,000 in respect of any liability directly or indirectly caused by, resulting from or in any connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability, the burden of proving to the contrary shall be upon **you**.

WHAT IS NOT COVERED (Continued)

- (g) firearms (except shotguns or air guns used for sporting activities).
- 3. Liability for:
 - (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages
 - (b) liquidated damages.
- 4. Any action for damages brought in a court of law outside the **territorial limits**.

Liability for:

- (a) which compulsory motor insurance or security is required
- (b) or arising out of any business or profession of a member of the **household**
- (c) fines, penalties or punitive, exemplary, aggravated or multiplied damages
- (d) liquidated damages.

WHAT IS COVERED (Continued)

3. UNRECOVERED COURT AWARDS

We will pay the outstanding amount awarded to **you, your** spouse or domestic partner living with **you**, by a court in the **territorial limits** which is still unpaid 3 months after the date of the award, but only if this section would have insured **you** had the award been made against **you**.

INDEMNITY LIMIT

The most **we** will pay for any **claim** is £2,000,000.

WHAT IS NOT COVERED (Continued)

1. An award against:
 - (a) which an appeal is pending
 - (b) a member of the **household**.
2. Any award arising directly or indirectly from the activities of any business, profession or occupation.

OPTIONAL EXTENSIONS available if Section 2 has been purchased

BASIS OF SETTLEMENT UNDER EXTENSIONS 3, 4, 5, 6 & 7

Claims under Extensions 3, 4, 5, 6 & 7 shall, as far as possible, follow the basis of settlement for Section 2 – Contents as set out on page 8.

Claims under Extensions 4 and 5 shall be settled based upon the actual loss sustained, subject to the limits stated.

SECTION 3 – PERSONAL POSSESSIONS IN & AWAY FROM THE HOME

WE WILL PAY FOR

Accidental loss or damage to items owned by a member of **your household**. The cover applies anywhere in the British Isles and for up to 60 days worldwide in any period of insurance.

The maximum we will pay in respect of any one item is £750 (unless specifically listed on **your** schedule), with a maximum for any one event being the sum insured shown against Section 3 – ‘Personal Possessions’ in **your** Schedule.

Please see **your** schedule for the specific type of personal possessions cover that is included in **your** policy.

WE WILL NOT PAY FOR

- (i) The **excess** stated in **your** Schedule.
- (ii) Any loss or damage that is excluded by the General Exclusions to this Policy.
- (iii) Damage due to wear and tear.
- (iv) Damage caused by cleaning, washing, repairing, restoring or renovating.
- (v) Damage to any sports equipment, including guns, and sports clothing in the course of play or use.
- (vi) Damage caused by domestic pets owned by **you** or anyone residing in **your home**, or by vermin, insects, damp, mildew, rot or fungus.
- (vii) Theft from an unattended **motor vehicle**, unless all the doors, sunroofs and boot or hatchback have been locked and the alarm activated and the item or items stolen concealed in a locked boot or compartment.
- (viii) Loss due to delay, confiscation or detention by any authority.

SECTION 4 – PERSONAL **MONEY** AND CREDIT CARDS, ETC

WE WILL PAY FOR

- (a) Loss of **money** used solely for private, social or domestic purposes.

The maximum **we** will pay in respect of any one event is the limit shown against Section 4 (a) Money in **your** Schedule.

- (b) Fraudulent use by unauthorised persons of lost or stolen credit, charge, cheque, debit and cash cards issued in the British Isles.

The maximum **we** will pay in respect of claims arising from any one event of loss or theft of a card or cards is the limit shown against Section 4 (b) Credit Cards in **your** Schedule.

Cover applies to anywhere in the British Isles and for up to 60 days worldwide in any period of insurance.

WE WILL NOT PAY FOR

- (i) Any loss or damage that is excluded by the General Exclusions to this Policy.
 - (ii) Securities, certificates (other than savings certificates) and documents.
 - (iii) Depreciation in the value of **money**.
 - (iv) Loss of **money** caused by errors or omissions in payments, receipts or book-keeping.
 - (v) Loss of **money** used or held for business or professional purposes.
 - (vi) Any Loss not reported to the Police within 24 hours of discovery.
 - (vii) Loss of cards not reported to the police and the issuing organisation within 24 hours of discovery.
 - (viii) Fraudulent use by any member of **your household**.
-

SECTION 5 – FREEZER FOODS

WE WILL PAY FOR

Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes.

Please note this is in addition to the £300 cover provided under Section 2 – Contents

WE WILL NOT PAY FOR

- (i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
 - (ii) Any loss or damage that is excluded by the General Exclusions to this Policy.
-

SECTION 6 – SPORTS EQUIPMENT

WE WILL PAY FOR

Accidental loss of or damage to sports equipment and specialised sports clothing owned by any member of **your household** as specified in **your** Schedule.

The cover applies anywhere in the British Isles and for up to 60 days worldwide in any **period of insurance**.

The maximum **we** will pay in respect of any one item is the sum insured shown against that item in Section 6 of **your** Schedule.

WE WILL NOT PAY FOR

- (i) The **excess** stated in **your** Schedule.
 - (ii) Any loss or damage that is excluded by the General Exclusions to this Policy.
 - (iii) Damage caused by cleaning or repairing.
 - (iv) Damage caused by domestic pets owned by **you** or anyone residing in **your home**, or by vermin, insects, damp, mildew, rot or fungus.
 - (v) Clothing other than specialised clothing.
 - (vi) Damage to any sports equipment, including guns, and sports clothing in the course of play or use.
-

SECTION 7 – PEDAL CYCLES

WE WILL PAY FOR

Accidental loss of or damage to the pedal cycle or pedal cycles as detailed in **your** Schedule including any accessories attached. The cover applies anywhere in the British Isles.

Our maximum liability for a cycle will be the amount detailed in **your** Schedule and wear and tear will be taken into account in any claims settlement.

WE WILL NOT PAY FOR

- (i) The **excess** stated in **your** Schedule.
- (ii) Any loss or damage that is excluded by the General Exclusions to this Policy.
- (iii) Damage caused by domestic pets owned by **you** or anyone residing in **your home**, or by vermin, insects, damp, mildew, rot or fungus.
- (iv) Cycles used for professional purposes, racing, pacemaking or speed trials.
- (v) Theft of the cycle or any part of the cycle when left unattended outside the boundaries of the land belonging to **your home** unless the cycle is in a locked building or has been securely locked to an immovable object.
- (vi) Helmets and cycle clothing.
- (vii) Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time.

SECTION 8 – FAMILY LEGAL PROTECTION

The cover for Family Legal Protection under this Section is provided by DAS Legal Expenses Insurance Company Limited and only applies if you have selected it and it is shown on YOUR Insurance Schedule. For the definitions applicable to this Section see page 50.

HELPLINE SERVICES THAT APPLY TO SECTION 8

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

When phoning, please quote **Policy Number TSI/3834263** and advise **us** that **your** Family Legal Protection cover is part of **your** House & Home Policy sold to **you** by The Salvation Army General Insurance Corporation Limited; **you** may also be asked to give **your** House & Home Policy number.

Please do not phone any of these helplines to report a general insurance claim. See page 49 for the Claims Procedures that apply to Section 8.

These services can be contacted on the telephone numbers shown against each type of helpline.

LEGAL ADVICE SERVICE

Call **0117 934 0553**

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week.

Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.

TAX ADVICE SERVICE

Call **0117 934 0553**

We 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, we will call you back.

HEALTH AND MEDICAL INFORMATION SERVICE

Call **0117 934 0553**

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can give **you** information on all health services including hospital waiting lists.

*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, **we** will call **you** back.*

COUNSELLING SERVICE

Call **0117 934 2121**

We will provide **you** with a confidential counselling service over the telephone. This includes, where appropriate, referral to relevant voluntary or professional services.

You will pay any costs for using the services to which **we** refer **you**.

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

IDENTITY THEFT SERVICE

Call **0844 848 7071**

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

This helpline is open 8am - 8pm, seven days a week.

TO ASSIST YOU IN LOCATING OTHER SERVICES, THE FOLLOWING FOUR HELPLINES ARE OFFERED BUT YOU WILL BE RESPONSIBLE FOR PAYING THE COSTS FOR ANY HELP THAT YOU USE.

DOMESTIC HELP

We will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

VETERINARY HELP

We can help find a vet who can offer treatment if **your** pet is ill or injured.

CHILDCARE HELP*

We can help **you** find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to **you**) and **you** need to make alternative childcare arrangements.

HOME HELP*

We can help **you** find cleaning staff, au pairs and housekeepers if **you** need assistance to run **your** home in a crisis (such as illness or injury to **you**).

***We** can provide **you** with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, **we** will contact them for **you** the next working day and call **you** back.

We cannot accept responsibility if the helpline services are unavailable for reasons we cannot control.

WELCOME TO DAS FAMILY LEGAL PROTECTION

Thank **you** for purchasing this DAS Family Legal Protection cover. **You** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your** DAS cover, please take time to read this Section 8 of the Policy which explains the contract between **you** and **us**.

If **you** have any questions or would like more information, please contact The Salvation Army General Insurance Corporation Limited.

ONLINE LAW GUIDE AND DOCUMENT DRAFTING

You can find plenty of useful legal advice and guidance for dealing with legal issues on **our** website:

www.dashouseholdlaw.co.uk

You can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0117 934 0553**.

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

CLAIMS PROCEDURES THAT APPLY TO SECTION 8

When *you* need to make a *claim*:

If ***your*** issue cannot be dealt with through legal advice and needs to be dealt with as a potential ***claim*** under this Policy, telephone ***us*** on **0117 934 0553** and ***we*** will give ***you*** a reference number.

At this point ***we*** will not be able to tell ***you*** whether ***you*** are covered but ***we*** will pass the information ***you*** have given ***us*** to ***our*** claims-handling teams and explain what to do next.

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

COMPLAINTS PROCEDURES THAT APPLY TO SECTION 8

We will always try to give ***you*** a quality service. If ***you*** think ***we*** have let ***you*** down, please write to ***our*** Customer Relations Department at ***our*** Head Office address shown below:

DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.
Registered in England and Wales, number 103274.

Or ***you*** can phone ***us*** on 0117 934 0066 or email ***us*** at **customerrelations@das.co.uk**.

Details of ***our*** internal complaint-handling procedures are available on request.

If ***you*** are still not satisfied, ***you*** can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Telephone: 0845 080 1800.
Website: www.financial-ombudsman.org.uk.

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

THE MEANING OF WORDS IN SECTION 8 OF THIS POLICY

The DEFINITIONS set out on pages 9 – 11 of the Policy do not apply to this section, but following DEFINITIONS apply to Section 8 where they appear in this section in bold italic:

- APPOINTED REPRESENTATIVE** The ***preferred law firm***, law firm, accountant or other suitably qualified person ***we*** will appoint to act on ***your*** behalf.
- COSTS AND EXPENSES**
- (a) All reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***us*** 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 ***our*** agreement.
- COUNTRIES COVERED**
- (a) For insured incidents 2 Contract disputes, 3 Personal injury and 4 Clinical negligence:
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
 - (b) For all other insured incidents:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
- DAS STANDARD TERMS OF APPOINTMENT**
- The terms and conditions (including the amount ***we*** will pay to an ***appointed representative***) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).
- DATE OF OCCURRENCE**
- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the ***date of occurrence*** is the date of the first of these events. (This is the date the event happened, which may be before the date ***you*** first became aware of it.)
 - (b) For criminal cases, the date ***you*** began, or are alleged to have begun to break the law.

- (c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

IDENTITY THEFT

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

PERIOD OF INSURANCE

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

PREFERRED LAW FIRM

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS standard terms of appointment**.

REASONABLE PROSPECTS

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** 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%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

WE, US, OUR, DAS

DAS Legal Expenses Insurance Company Limited.

YOU, YOUR

The person who has taken out this Policy (the Policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this Policy must have the Policyholder's agreement to claim.

COVER PROVIDED UNDER SECTION 8 – FAMILY LEGAL PROTECTION

Our agreement

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the Policy, 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 **we** agree to, in the **countries covered**; and
4. The insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed 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**.
- (c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** 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 of the Policy, **we** 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 **cost and expenses** is the value of the likely award.

What we will not pay

- (a) 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**.
- (b) The first £250 of any claim for legal nuisance or trespass. **You** must pay this as soon as **we** accept the claim.

FOR ADVICE AND TO MAKE A CLAIM CALL 0117 934 0553

INSURED INCIDENTS **WE** WILL COVER

Please also refer to **our** agreement on page 52 above.

1. EMPLOYMENT DISPUTES

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

2. CONTRACT DISPUTES

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

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

Please note that:

- (i) **You** must have entered into the agreement or alleged agreement during the **period of insurance**, and
- (ii) the amount in dispute must be more than £100.

WE WILL NOT COVER

Please also refer to Section 8 Exclusions on page 59.

A claim relating to the following :

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

Any 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 (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
- (c) a dispute arising from a loan, mortgage pension, investment or borrowing
- (d) a dispute over the sale, purchase terms of lease, license, or tenancy of land or buildings. However, **we** will cover a dispute with a professional advisor in connection with these matters.

INSURED INCIDENTS **WE WILL COVER** (Continued)

Please also refer to **our** agreement on page 52.

3. **PERSONAL INJURY**

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

WE WILL NOT COVER (Continued)

Please also refer to Section 8 Exclusions on page 59.

A claim relating to the following:

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

4. **CLINICAL NEGLIGENCE**

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

A claim relating to the following:

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

INSURED INCIDENTS **WE** WILL COVER (Continued)

Please also refer to **our** agreement on page 52.

5. PROPERTY PROTECTION

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

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

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

WE WILL NOT COVER (Continued)

Please also refer to Section 8 Exclusions on page 59.

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

INSURED INCIDENTS *WE* WILL COVER (Continued)

Please also refer to **our** agreement on page 52.

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 **appointed representative**
- (b) to perform jury service
- (c) to carry out activities specified in **your identity theft** action plan under Insured incident 9 **IDENTITY THEFT**.

The maximum **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**.

WE WILL NOT COVER (Continued)

Please also refer to Section 8 Exclusions on page 59.

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

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

INSURED INCIDENTS *WE* WILL COVER (Continued)

Please also refer to ***our*** agreement on page 52.

8. LEGAL DEFENCE

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

- (a) if an event arising from ***your*** work as an employee leads to
 - (i) ***you*** being prosecuted in a court of criminal jurisdiction
 - (ii) civil action being taken against ***you*** under:
 - discrimination legislation
 - section 13 of the Data Protection Act 1998
- (b) if an event leads to ***you*** being prosecuted for an offence connected with the use or driving of a motor vehicle.

9. IDENTITY THEFT PROTECTION

- (1) Following a call to the ***identity theft*** helpline service ***we*** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain ***your*** identity.
- (2) If ***you*** become a victim of ***identity theft***, ***we*** will pay the costs ***you*** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. ***We*** will also pay the cost of replacement documents to help restore ***your*** identity and credit status.
- (3) Following ***your identity theft*** ***we*** will pay:

WE WILL NOT COVER (Continued)

Please also refer to Section 8 Exclusions on page 59.

A claim relating to the following:

- (a) parking or obstruction offences
- (b) ***you*** driving a motor vehicle that ***you*** do not have valid motor insurance for.

A claim relating to the following:

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

INSURED INCIDENTS **WE WILL COVER** (Continued)

Please also refer to **our** agreement on page 52.

- (a) legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
- (b) legal costs to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**
- (c) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

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

WE WILL NOT COVER (Continued)

Please also refer to Section 8 Exclusions on page 59.

WHAT IS NOT COVERED BY SECTION 8 OF THIS POLICY (SECTION 8 EXCLUSIONS)

We will not pay for the following:

1. Late reported claims

A **claim** where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a **claim** or **we** consider **our** position has been prejudiced.

2. Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a **claim**.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4. Legal action we have not agreed

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5. Group litigation order

Any **claim** where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.

6. Defamation

Any **claim** relating to written or verbal remarks that damage **your** reputation.

7. A dispute with DAS

A dispute with **us** not otherwise dealt with under Policy condition 7.

8. Judicial review

Cost and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

9. Nuclear, war and terrorism risks

A ***claim*** caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
-

CONDITIONS WHICH APPLY TO THE WHOLE OF SECTION 8

1. **Your** legal representation

- (a) On receiving a **claim**, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your claim**. They will try to settle **your claim** by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your claim** and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** 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**.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the **claim**.

2. **Your responsibilities**

- (a) **You** must co-operate fully with **us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3. **Offers to settle a claim**

- (a) **You** must tell **us** if anyone offers to settle a **claim**. **You** must not negotiate or agree to a settlement without **our** written consent.
- (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 **us** to take over and pursue or settle any **claim** in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4. Assessing and recovering costs

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

5. Cancelling an **appointed representative's** appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

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

7. Arbitration

If there is a disagreement between **you** and **us** about the handling of a **claim** and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **us** and **you**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. **We** may require **you** to get, at **your** expense, an opinion from a barrister or accountant, on the merits of the **claim** or proceedings, or on a legal principle. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, then **we** will pay the cost of getting the opinion.

8. Keeping to the Policy terms

You must:

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

9. Cancelling Section 8 of the Policy

You can cancel this section of the Policy by telling **us** within 30 days of taking it out or at any time afterwards as long as **you** tell **us** at least 30 days beforehand. **We** can cancel this section of the Policy at any time as long as **we** tell **you** at least 30 days beforehand.

10. Fraudulent claims

We will, at **our** discretion, void this section of the Policy (make it invalid) from its start date or from the date of **claim**, or alleged **claim**, or **we** will not pay the **claim** if:

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

11. Claims under this Policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this Policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third-party rights or interest.

12. Other insurances

If any **claim** covered under this section of the Policy is also covered by another Policy, or would have been covered if this section of the Policy did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the **claim**.

13. Law that applies

The cover provided in this section of the Policy 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 Policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

ADVICE TO ASSIST YOU IN REDUCING THE POSSIBILITY OF LOSS

If any of your property is lost destroyed or damaged by an insured event, you will be entitled to make a claim. However, a claim payment cannot recompense you for the inconvenience you suffer as a result of the incident, especially if it results in you having to move out of your home while repairs are carried out. Therefore, we are including some advice to assist you in reducing the possibility of loss, to our mutual benefit.

The areas of advice have been linked to the damage most likely to occur or most likely to cause you a great deal of inconvenience, i.e. Fire, Burst Pipes, Flood, Break-ins, Theft, etc. It is not a condition of the insurance that you follow this advice, but if you can demonstrate that you did, the claims process is likely to be more straightforward.

Some of the advice from different Sections should be followed in particular circumstances, so please familiarise yourself with all of the following. For example, if you were going away on holiday during the winter months it would be appropriate to follow 2.c. or d. and 4.i.

1. FIRE

Lives are lost each year due to fires.

- (a) Install smoke detectors – at least one in the hallway on each floor.

Overloaded electrical sockets cause fires.

- (b) Check electrical sockets. If you discover too many plugs connected to one socket, spread them around.
- (c) If you do not have enough sockets, have more installed.
- (d) Consider having a residual contact breaker fitted.

Chimneys with excess deposits in them cause fires.

- (e) If you have an open fire:
 - (i) Have the chimneys swept regularly.
 - (ii) Use a fire guard but do not hang clothes on it.

Clothes drying near to heaters cause fires.

- (f) Do not place clothing near to heating appliances.

Children playing with matches cause fires.

- (g) Don't leave matches where children can reach them.

Overheated cooking oil causes fires.

Faulty gas appliances cause fire and, more importantly, deaths.

- (h) Do not leave hot fat or oil unattended on a cooker.
- (i) If it catches fire, smother it with a damp cloth or blanket. DO NOT POUR WATER ON IT!
- (j) Have gas appliances checked regularly to ensure they are:
 - (i) Working properly.
 - (ii) Not leaking carbon monoxide or exhaust gasses.
- (k) Never cover the appliance or its air vents.

2. BURST PIPES

Pipes are vulnerable to burst if frozen. A main inlet can pour out 300 gallons of water through your home in a single hour. If you are away when this happens and action is not taken promptly, the effect can be devastating.

Faulty stopcocks can add to the severity of a Burst Pipes loss.

- (a) Protect your pipes and tanks with proper lagging.
- (b) If you have a frozen pipe use gentle heat to defrost it, e.g. a hot water bottle and don't leave it to thaw on its own - it may burst when you are not there!
- (c) If you are going away during winter, leave your heating on at the normal setting. During very cold weather it is not sufficient to have the heating come on for an hour or two each day.
- (d) If you do not want to leave the heating on, then turn off the central heating, turn off the mains stopcock and drain down the water system.
- (e) If a pipe bursts while you are at home, turn off the stopcock and the central heating then run all of the taps to drain the system.
- (f) Know where the stopcock is so that you can turn it off in an emergency.
- (g) Make sure the stopcock can be turned on and off. If it cannot, then call a plumber to rectify the fault.

3. FLOOD

Flood can cause devastation to a house and may take many months to dry out.

If a house is dried too quickly, problems may develop over time and mould may form.

- (a) If you receive a flood warning, move as much as you can to upper floors, especially valuable items.
- (b) Take advantage of any offers of physical protection devices, e.g. sandbags.

4. BREAK-INS

Break-ins tend to increase at time of economic difficulty. The damage done to **your home** could be traumatic and stolen items of sentimental value are impossible to replace.

- (a) Install a burglar alarm, make sure it is visible, use it and maintain it.
- (b) Make sure that your exit doors have good mortice deadlocks (at least 5 lever) and your windows have adequate security devices and that you use them when you leave the house.
- (c) Check that your doors are strong enough.
- (d) Fit exterior security lights of the type that come on when someone approaches.
- (e) Use time switches to give the appearance of your home being occupied when you are out.
- (f) Keep cash, keys, car keys and credit cards out of sight. Do not leave keys on a key rack near to the front door.
- (g) Do not leave large quantities of cash or expensive jewellery in your home.
- (h) Join a neighbourhood watch scheme.
- (i) When you go away, cancel the milk and papers and try to arrange for a friend or neighbour to visit occasionally to

make sure everything is alright and to ensure that mail does not accumulate where it can be seen.

- (j) Use marking equipment so that any stolen property can be identified.
- (k) Take photographs of expensive items for use as evidence in the event of loss.

5. THEFT FROM GARDENS AND OUTBUILDINGS

Theft from gardens and outbuildings is prevalent.

- (a) Do not keep high value items in your shed, e.g. sets of golf clubs, etc.
- (b) Lay out your garden, especially the front garden, to reduce the cover for intruders who want to break into your home, shed, etc.
- (c) Ensure that outbuildings, especially sheds and garages, have adequate locking devices and that locks and hasps & staples cannot be by-passed by unscrewing them.
- (d) Lock away tools and ladders.
- (e) Motorcycles, trailers and cycles should be locked to ground anchors (N.B. these items are not part of the contents for insurance purposes).

6. THEFT OF *MONEY* AND CREDIT CARDS

The loss of **money** and/or credit cards, especially when stolen, can be extremely inconvenient

- (a) Do not carry your purse or wallet where it is obvious and vulnerable.
- (b) Do not keep pin numbers near credit and debit cards.

- (c) Report stolen credit, debit and bank cards immediately so that they can be stopped before the thief has time to try to use them.

7. THEFT OF BICYCLES

A large number of bicycles are stolen each week and it is not unknown for a person to have four or five bicycles stolen over a period of months.

- (a) Whenever you leave your bicycle, even for a few minutes, make sure it is locked to an immovable object using a good quality lock.
 - (b) If you have quick release wheels, take the front wheel off and put the lock through both wheels.
 - (c) Make a note of all distinguishing details and take a good quality colour photograph for use by the police in trying to identify your bicycle from others they recover.
 - (d) If possible, get *your* local cycle dealer to stamp *your* postcode on the frame.
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