



County Thatch Insurance Policy

Welcome to County

Dear Customer,

Thank **You** for insuring **Your** property with **Us**. At County Insurance Services Limited, **We** are determined to provide **You** with outstanding customer service at all times.

We will do **Our** best to make insuring with **Us** as easy and as trouble free for **You** as possible.

Our plain English policy wording is easy to follow, please read it carefully. If for any reason it does not meet **Your** needs, please contact **Your** insurance provider or telephone **Us** immediately on **01865 842084**.

Please get in touch by contacting **your** broker if **you** need **your** documents in large font, braille, or as audio.

This policy document, along with **Your** policy **Schedule**, sets out everything **You** need to know about **Your** property insurance. Please keep both of them together in a safe place.

Your premium has been based upon the information shown in the **Schedule** and **You** should ensure that:

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

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

We hope that **You** will insure with **Us** for many years to come.



Jon Sydenham
Underwriting manager

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Important Information about Your Policy

We want to help You understand Your County Thatch Insurance Policy and make You aware that the information You have provided is part of a legally binding contract of insurance with Us.

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

When drawing up this contract We have relied on the information and statements You have provided. During the **Period of Insurance** You are **insured** for those sections shown in **Your Schedule** as being included.

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

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

The Law applicable to this insurance

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

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

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See <https://www.fscs.org.uk/>

Financial Services Compensation Scheme

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

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

Things We need to tell You about

This Policy

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

This policy is not complete without a policy **Schedule**. **Your** policy **Schedule** will be issued to **You** if **Your** application for insurance is accepted.

Your policy will be in force for the **Period of Insurance** shown on **Your** policy **Schedule** and covers **You** only for **insured** events that occur during that period.

Our Agreement with You

This policy is a legal contract between **You** and **Us**.

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

Our provision of insurance under **Your** policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

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

Our use of language

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

Data Protection

How We use Your information

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

Who We are

For Sections 1, 2 and 3: This Insurance policy is underwritten by Aviva Insurance Limited. Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects **you** by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for **you** on behalf of the insurers. In providing insurance services, Pen will share **your** personal data with Aviva. For information on how Aviva use **your** personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

For Sections 4,4A and 5: DAS Legal Expenses Insurance Company Limited is the underwriter and provides legal protection under **your** policy insurance. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

For Section 6, Pen Underwriting Limited (a managing General Agent of the Insurers) underwrites Insurance and handles claims for You on behalf of insurers, Covea Insurance PLC, who are registered in England and Wales: No.613259. Registered office: Norman Place, Reading, RG1 8DA

Covea Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential regulation Authority.

The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

You are giving **Your** information to them and their associated companies. In this information statement, '**We**' '**Us**' and '**Our**' refers to them unless otherwise stated. However:-

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

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored. For further information on how your information is used and your rights in relation to your information please see our privacy notice at www.county-insurance.co.uk/downloads/privacynotice If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Definitions

Applicable to the whole of this insurance (with the exception of sections 4, 4A, 5 and 6)

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

Accidental Damage

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

Bodily injury

Includes death or disease.

Broker

The intermediary who arranged this insurance on **Your** behalf.

Buildings

The home and its decorations including:

- Fixtures and fittings attached to the home,
- Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates, hedges and fences and fixed fuel tanks,
- Solar panels permanently attached to the main private dwelling which you own or for which you are legally responsible within the premises named in the schedule.

Contents

Household goods, **Valuables** and **Personal Belongings**, within the **Home**, which are **Your** property or which **You** are legally responsible for.

Contents include:

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

Contents does not include:

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

Credit Cards

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

Excess

The amount stated in this booklet or in the **Schedule** and payable by **You** in the event of a claim.

Family

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

Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Home

The private dwelling and the garages and **Outbuildings** used for domestic purposes at the premises shown in the **Schedule**, which **You** are legally responsible for.

Landslip

Downward movement of sloping ground.

Money

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

all held for private or domestic purposes.

Occupant

A person or persons authorised by **You** to stay in the **Home**

Office Equipment

Office Equipment used in conjunction with **Your** business in the **Home** which belongs to **You** or for which **You** are legally responsible.

Office Equipment includes:

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

Office Equipment does not include:

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

Outbuildings

Garden sheds, summer houses, greenhouses or other similar structure on a permanent foundation and used for domestic purposes up to a maximum of £15,000 any one outbuilding, unless specifically stated otherwise in the policy schedule.

Unless otherwise agreed, outbuildings do not include:

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

Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Personal Belongings

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

Personal Belongings includes:

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

Personal Belongings does not include:

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

Sanitary Ware

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

Schedule

The **Schedule** is part of this insurance and contains details of **You**, the premises, the sums **insured**, the **Period of Insurance** and the sections of this insurance which apply.

Settlement

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

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Terrorism

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

- The causing, occasioning or threatening of harm of whatever nature and by whatever means, Putting the public or any section of the public in fear,
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

United Kingdom

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

Unfurnished

Where the main **Buildings** are not furnished enough for **You** to live in.

Unoccupied

Where the **Buildings** have not been lived in by **You** for more than 60 consecutive days during the **Period of Insurance**.

Valuables

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

We/Us/Our

Insurers noted in your schedule.

You/Your/Insured

The person or persons named in the **Schedule** and all members of **Your Family** who permanently live in the **Home**, including any resident domestic staff employed by **You**. It also includes the mortgage company shown in the **Schedule** under "interested parties".

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

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

Our Service Commitment to You

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance or the handling of a claim, **You** should contact:

Policy Enquiries	Claims Enquires
County Insurance Services Limited County House Langford Lane Kidlington OX5 1LQ Telephone 01865 844980 Email: quotes@county-insurance.co.uk	County Insurance Services Limited County House Langford Lane Kidlington OX5 1LQ Telephone 01865 290922 Email: householdclaims@county-insurance.co.uk

How to Make a Complaint

If **You** have a Complaint which relates to either **Your** Policy or to a claim which **You** have submitted under **Your** policy then please raise this in the first instance with **Your Broker** who will aim to resolve **Your** concerns by close of the next Business day.

If **Your Broker** is unable to deal with **Your** concerns the matter should be forwarded to **Your** Insurer via County Insurance Services Limited, County House, Langford Lane, Kidlington OX5 1LQ
Email: compliance@county-insurance.co.uk.

Whilst reviewing **Your** complaint **Your** Insurer will:

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

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

For Sections 1, 2, 3 and 6:

Then contact

Pen Underwriting Limited (Managing General Agent of the Insurers)

Complaints Officer

55 Blythswood Street

Glasgow

G2 7AT

Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at: <http://www.penunderwriting.co.uk/Pages/complaints.aspx>

For Sections 4, 4A and 5:

Then contact:

Customer Relations Department

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

Bristol BS1 6NH Telephone: 03448939013

If **you** remain dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final response to **you**, they can be contacted at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567 (for landline users, mobile users may be charged)

0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

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

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

Cancelling this Policy

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

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

If **you** wish to cancel and **your** cover hasn't started **we** will refund **your** premium in full.

If **you** cancel after **your** cover and provided there hasn't been a claim **we** will refund the full premium paid less a proportionate deduction for the time **we** have provided cover.

Your Right to Cancel this Policy

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

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right to Cancel this Policy

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

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

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

Where possible, **We** will try to seek an opportunity to resolve the matter with **You**.

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

Important Notice

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

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

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

Claims Procedure

The following claims procedures apply when making a claim in sections 1,2,3 and 6 of the policy. When making a claim on sections 4, 4A and 5, please refer to the relevant sections for details

Although **We** hope that **You** will never need to make a claim on **Your** insurance policy, **We** have made everything as simple and straightforward as possible should **You** ever need to use **Our** claims service.

How to make a claim

Applicable to sections 1 2 3 & 6 of this insurance

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

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

01865 290922

To help **Us** deal with **Your** claim quickly **We** may require **You** to provide **Us** with assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

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

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

When **You** call **Us**, **We** may:

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

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **Period of Insurance**, **You** must continue with the monthly payments throughout the remaining **Period of Insurance**, or pay the remaining premium in full. If **You** fail to do so, **We** may deduct any outstanding amount from any claims **Settlement**.

Claims Terms and Conditions

Applicable to sections 1 2 3 & 6 of this insurance

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

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

- **You** must notify **Your Broker** as soon as possible giving full details of what has happened.
- **You** must provide **Us** with details of what has happened within 30 days of discovering the loss or damage.
- If **You** or **Your Family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **You** must tell the police immediately and obtain the police reference number. Tell **Us** as soon as **You** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** reasonably can and give **us** all information and help **we** need.
- For all other claims **You** must notify **Us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can.
- **You** must not admit liability, or offer or agree to settle any claim without **Our** written permission.
- **You** must take care to limit any loss, damage or liability.

How We deal with Your claim

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

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

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

We have the right, if **We** choose, in **Your** name but at **Our** expenses to:

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

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

Other Insurance

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

General Conditions

Applicable to the whole of this insurance

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

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

Take Care

You must take care to provide complete and accurate answers to the questions **We** ask when **You** take out, amend, and renew **Your** policy.

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

You must always make sure that the sums **insured** shown in **Your Schedule** are adequate.

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

Please note that the rebuilding cost of **Your Home** may be different from its market value.

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

Changes in Circumstances

Using the address on the front of **Your Schedule** **You** must tell **Us** within 14 days as soon as **You** know about any of the following changes:

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

You don't need to tell **Us** about trade, professional or business use if:

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

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

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

Thatch Conditions

Fire Conditions

It is a condition of this insurance that where it is within **Your** control **You** do not allow:

- Barbecues, fire-pits and chimineas to be within 5 metres of the **Home** (unless agreed by **Us**);
- Any bonfires, incinerators, old thatch and thatching to be burnt within 100 metres of the **Home** (unless agreed by **Us**).

The use of wood burning and/or multifuel stoves is excluded from the policy.

Chimney Condition

It is a condition of this insurance that all chimneys, flues and spark arresters serving open fires

1. Are kept in a good state of repair throughout the **Period of Insurance**; and
2. Have been inspected, tested and cleaned along the entire length at least twice during the **Period of Insurance** being: by a registered HETAS; GAS SAFE; OFTEC; NACE; NACS; ICS; Guild of Master Sweeps; Sweep safe; Chimney sweep academy; A.P.I.C.S or NIACS engineer in accordance with the following **Schedule**:

Fuel used in the Heating Appliance	Schedule
Smokeless fuel, gas or oil	Serviced once a year before autumn use and any remedial work carried out before use.
Any other form of fuel	At least once between 1st July and 31st October prior to winter use; and At least once between 1st January and 31st March unless alternative dates have been agreed by Us in writing and;

3. Must be professionally inspected by a qualified chimney engineer at least once every 5 years and any requirements or recommendations complied within 60 days of that inspection and;
4. Copies of the chimney sweeping and inspection report/certificate are to be lodged with **Your Broker**.
5. The chimney must be a minimum height of 1 metre above the thatch. This exclusion will not apply if **You** can show that the fire in question was not directly caused by the use of any heating system.

Chimney Liners

The company will not pay any claims for loss, damage or injury arising from fire unless **You** can show that:- All chimneys and flues to open fires have been kept in a good state of repairs and all recommendations to correct identified faults must be carried out before the chimney is used again.

This condition will not apply if **You** can show that the fire in question was not directly caused by the use of any heating system.

Naked Flame Condition

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

Fire Protections Condition

It is a condition of this insurance that:

- At least one CO2 (minimum 2kg), foam or water (minimum 6 litres) fire extinguisher is kept on each floor of **Your Home**; and,
- A fire blanket conforming to BS EN 1869 is kept in the kitchen

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

Thatch Condition

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

Smoke Detector Condition

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

Electrical Condition

It is **Your** duty to ensure that a current satisfactory Electrical Inspection Certificate (BS7671) is lodged with County Insurance Services, and that all remedial work detailed under the "Observations and Recommendations" section, allocated as 1, 2 or 3, has been completed. Failure to comply with this condition will render this insurance invalid in respect of loss or damage caused by fire. This exclusion will not apply if **You** can show that the fire in question was not directly caused by an electrical fault.

Electrical Lighting Condition

It is a condition of this insurance that:

- Every recessed light fitting located on the upper floor of the **Buildings** must be fitted with a fire protection cover compliant with the standard of BS476:PT23 or they must be fire rated.

No external electrical lighting is to be located within 50cm of the thatch roof covering, or must be fitted with a low energy or LED type bulb.

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

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

Transfer of Interest

You cannot transfer **Your** interest in the policy without **Our** written permission.

Fraud

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

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

Then:

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

Payments

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

Important Notice

Please note that if the information provided by **You** is not complete and accurate, **We** may:-

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

General Exclusions

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **Period of Insurance**;
- Caused deliberately by **You** or any person lawfully in the **Home**.

4. Pollution or Contamination Exclusion

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

other than:

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

Reported to **Us** not later than 30 days from the end of the **Period of Insurance**,

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

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

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

6. Electronic Data Exclusion

We will not pay for:

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

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

7. Terrorism Exclusion

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of **Terrorism**, or anything connected with **Terrorism**, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear or is claimed to be caused or occasioned in whole or in part for such purposes.

8. Confiscation Exclusion

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

9. Loss of Value

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

10. Indirect Loss or Damage

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

11. Wear and Tear Exclusion

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

12. Financial Sanctions

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

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

13. Defective Design or Construction Exclusion

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

14. Unoccupied or Unfurnished Properties

You must tell **Us** immediately as **You** become aware that **Your Home** is going to be **Unoccupied** or **Unfurnished**.

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

If **You** do not tell **Us** **We** may:

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

Section 1 Buildings

What You are insured against

A Loss or damage to the Buildings

The company will pay for loss of, or damage to, the **Buildings** caused by the following:

1 Fire, explosion, lightning, earthquake or smoke

But not:

- loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft

But not:

- loss or damage caused by **You** or a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

3 Riot, civil commotion or strikes

4 Storm, flood or weight of snow

But not:

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

Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.

loss or damage caused by frost, **Subsidence**, **Heave** or **Landslip**.

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

But not:

5 Subsidence, Heave or Landslip of the site **Your Home** stands on

But not:

- the **Excess** shown in the **Schedule**;
- loss or damage caused by normal **Settlement** or shrinkage;
- loss or damage caused by coastal or river bank erosion;
- loss or damage caused by demolition or structural changes or repairs to **Your Home**;
- loss or damage caused by faulty materials, workmanship or design;
- loss of, or damage to, solid floor slabs or loss or damage resulting from their moving unless the foundations under the outside walls of **Your Home** are damaged at the same time by the same cause;
- loss of, or damage to, patios, terraces, tennis courts, outdoor swimming pools, hot tubs, walls, fences, gates, drives, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks, unless **Your Home** is damaged at the same time by the same cause.

6 Vandalism or malicious damage

But not:

- loss or damage caused by **You** or a paying guest or tenant;
- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.

7 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

8 Falling trees or branches

But not:

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

9 Falling television and radio aerials (including satellite dishes) their fittings and masts

But not:

- damage to the aerials, fittings, satellite dishes and masts themselves.

10 Water or oil escaping from any fixed water or heating installation or from any domestic appliance

Any fixed water or heating installation freezing.

But not:

- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

11 Flat Roof

The company will not pay for damage or destruction to any flat roof in **Excess** of 25% of the total roof area unless

- The roof is less than 10 years old
- Subject to annual inspections by a qualified professional
- There is a written guarantee of inspection available on request
- It is kept in a good state of repair

12 Environmental clear up costs

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

But not unless:

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

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

B Extra cover

1 Drains, pipes and cables

The company will pay for **Accidental Damage** that **You** are legally responsible for to underground drains and pipes, cables and tanks providing services to or from **Your Home**.

But the company will not pay for damage:

- caused by a paying guest or tenant.

2 Tracing and accessing leaks

If the building is damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the property. **We** will pay the cost of removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak and making good. The company will not pay more than £5,000 for any one incident.

3 Fixed glass and sanitary fittings

The company will pay for accidental breakage of fixed glass forming part of **Your Home** and fixed sanitary fittings in **Your Home**.

But the company will not pay for damage:

- caused by a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

4 Site clearance and building fees

If **Your Home** is damaged as a result of any cause listed in paragraph A of this Section, the company will pay:

- the cost of clearing the site and making it and the **Buildings** safe;
- architect's, surveyor's, consultant's and legal fees, but not fees for preparing a claim;
- the cost of restoring or repairing the **Buildings** including extra costs to meet any government or local authority orders, but not if **You** knew about the orders before the damage happened.

5 Alternative accommodation and rent

If **You** cannot stay in **Your Home** following damage covered under this section, the company will pay:

- the amount of rent **You** would have received;
- the additional cost of similar alternative accommodation for **You** or any legal occupier of the property while **Your Home** is being repaired.

The most the company will pay for a claim is 20% of the **Buildings** sum insured.

6 Selling Your Home

If **You** sell **Your Home** and, between the dates that **You** exchange contracts and the date **You** complete the sale, it is damaged by anything under this section, the company will provide cover for the person buying **Your Home** to the same extent as is provided under Section 1A. This does not apply if they have other insurance cover.

7 If Your keys are lost or stolen

The company will pay the cost of replacing locks or parts of locks for the outside doors to **Your Home** and for safes and alarms fitted in **Your Home** if the keys to those locks have been lost or stolen.

The most the company will pay for a claim is £1000.

8 Loss of Oil, Metered Water or LPG

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

9 Emergency Access to Buildings

We will pay for loss or damage to the buildings as a direct result of forcible entry to your home to attend a medical emergency or to prevent damage to your home. The most we will pay for any one loss is £5,000"

10 Emergency Access to Gardens

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

11 Replacement of fire risk management systems

The costs, which are competitive in the relevant marketplace, of replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following loss or damage covered under Section One

12 Closed Circuit Television Systems

The costs, which are competitive in the relevant marketplace, of repairing or replacing closed circuit television systems at the home following loss or damage covered under Section One

C Accidental Damage

This paragraph only applies if **Your Schedule** shows that **Accidental Damage** is included in Section 1 Buildings.

The company will pay for **Accidental Damage** to the **Buildings**

However, the company will not pay for loss or damage:

- by a cause listed in or specifically excluded in paragraphs A, B1 and B2 of this section;
- caused by a paying guest or tenant;
- caused by normal **Settlement** or shrinkage;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by process of cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- caused by faulty materials, workmanship or design;
- caused by changing or extending the **Buildings** or the cost of maintenance or routine decorating;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

D Settling claims

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

- The amount the company will pay where repairs are carried out will not exceed the lesser of:
- The cost of the work had it been completed by **Our** nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors.

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

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

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

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

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

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

Cover for hot tubs excludes loss or damage from frost, electrical fault, mechanical breakdown, **Accidental Damage**, escape of water, leaks or losses from **Subsidence** or upward or downward movement of the ground and must be installed in accordance with manufacturer's instructions.

E Inflation protection

The company will increase the sum **insured** each month in line with increases in the house rebuilding cost index prepared by the Royal Institution of Chartered Surveyors or another index of the company's choice. **Your** annual premium will be based on the increased sum **insured**. The sum **insured** will not change if the index value goes down.

F Property owner's liability

The company will pay all amounts that **You** become legally responsible for if:

- someone is injured, falls ill or dies;
- property is lost or damaged during the period of cover.

The loss, damage, illness, injury or death must be caused:

- only by **You** as owner of **Your Home** and its land;
- in connection with a **Home** which **You** used to own and live in under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. In this case, **You** must not be covered by other insurance, and must no longer be the owner of or have any interest in the property.

But the company will not pay for liability:

- if **You** or **Your** employees are injured, fall ill or die;
- for loss of or damage to property which belongs to **You** or is the responsibility of **You** or **Your** domestic employees;
- caused by **Your** business;
- caused by any agreement, unless **You** would have been liable without the agreement;
- caused by **Your** owning or using a lift or vehicle.
- any liability arising out of **Your** ownership, possession or use of any dog designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991, or, Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.'

The company also pay all costs and legal fees for defending **You**, as long as the company have agreed to this in writing beforehand.

The most the company will pay for a claim is £5,000,000 including costs and fees.

G Pollution and contamination statutory enforcement costs.

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

However, the company will not pay any amounts

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

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

What is not insured

- any **Excess** shown in the **Schedule**;
- £500 of any damage caused by water (no other excess applies).
- television and radio-receiving equipment on the outside of **Your Home**;
- swimming-pool covers;
- damage caused by **wet** or dry rot, or toxic mould;
- loss, damage, cost or expense of what ever nature directly or, indirectly caused by, resulting from, or in connection with work carried out by a contractor;
- loss, damage, cost or expense of what ever nature directly or, indirectly caused by, resulting from, or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

Section 2 Contents

What You are insured against

A Loss of or damage to the Contents in Your Home

The Company will pay for loss of, or damage to, the **Contents** in **Your Home** caused by the following:

1 Fire, explosion, lightning, earthquake or smoke

But not:

- loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft

But not:

- loss by deception, unless the only deception used is to get into **Your Home**;
- loss or damage while **Your Home**, or any part of it, is lent or let unless someone has used force to get in or out;
- loss or damage caused by **You**;
- loss of any one item exceeding £500 in value from a locked garage or outbuilding unless padlocked to an immovable object and, in the case of sit on mowers, the keys must be removed from the building;
- loss of **Money**, unless someone has used force to get in or out;
- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.

3 Riot, civil commotion or strikes

4 Storm or flood

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

5 Subsidence, Heave or Landslip of the site Your Home stands on

But not:

- loss or damage caused by coastal or river erosion;
- loss or damage caused by demolition or structural changes or repairs to **Your Home**;
- loss or damage caused by faulty workmanship or materials.

6 Vandalism or malicious damage

But not:

- loss or damage caused by **You** or a paying guest, or tenant;
- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.

7 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

But not:

- loss or damage caused by insects, birds or pets.

8 Falling trees or branches

9 Falling television and radio aerials (including satellite dishes), their fittings and masts

10 Water or oil escaping from any fixed water or heating installation or from any domestic appliance caused by a sudden identifiable, unexpected and accidental incident

But not:

- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.

11 Environmental clear up costs

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

But not unless:

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

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

B Extra cover

1 Television, video, audio and computer equipment

The company will pay for **Accidental Damage** to **Your** television, video, audio, computer and television games equipment in **Your Home** (including aerials and satellite dishes fixed to **Your Home**).

However, the company will not pay for damage:

- caused by paying guest or tenant;
- to tapes, cassettes, cartridges, records or discs of any kind memory cards and sticks, or computer and console games or computer software;
- caused by an electrical or mechanical breakdown;
- caused by wear and tear, loss of value or anything which happens gradually;
- caused during cleaning, repairing or restoring;
- to items designed to be portable whilst they are being transported, carried or moved;
- to mobile phones and mobile phone equipment;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

2 Mirrors and glass

The Company will pay for accidental breakage of mirrors, fixed glass in furniture, plate-glass in cooker hobs in **Your Home**.

However, the company will not pay for damage:

- caused by a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

3 Contents outside including garden plants, furniture or ornaments

The Company will pay for loss or damage as a result of any cause listed in paragraph A of this section while the **Contents** are outside, but within the boundaries of the land belonging to **Your Home**.

However, the company will not pay for damage:

- by storm or flood, unless **Your** property is damaged at the same time by the same cause;
- to pedal cycles;
- caused by a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

The most the company will pay for a claim is £5,000.

4 Contents temporarily taken out of Your Home

The company will pay for loss or damage as a result of any cause listed in paragraph A of this section while the **Contents** are temporarily:

- in any building where **You** or a member of **Your Family** are living whilst in full-time education in the British Isles;
- in a bank or safe deposit, occupied private **Home** or any building where **You** work or live in the British Isles;
- somewhere else in the British Isles.

However, the company will not pay for damage:

- in any storage facility for furniture, sale room or exhibition;
- caused by theft, unless someone has used force to get into or out of a building. While the goods are being moved or are with **You**;
- caused by vandalism or malicious damage;
- caused by a storm or flood if the goods are not in a building.

The most the company will pay for a claim is 10% of the sum **insured**.

5 Contents lost or damaged while You are moving Home

The company will pay for accidental loss of or damage to the **Contents**:

- when they are being carried by land from **Your Home** to another **Home** in the British Isles by professional removal contractors;
- while they are in any storage facility for furniture for up to 7 days.

However, the company will not pay for damage to:

- **Money** or **Valuables**;
- china, glass, mirrors, earthenware and other items that are likely to break unless professional packers have packed them.

As well as any **Excess** shown in the **Schedule**, **You** must pay the first £50 of any claim.

6 Freezer Contents

The company will pay for loss of, or damage to, the food in **Your** freezer if the temperature rises or falls or the refrigerant fumes escape.

However, the company will not pay for damage:

- caused by any deliberate act or neglect by **You**;
- caused by the deliberate act of any power supply authority or its employees, including strike action;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

The company will pay for the cost of hiring another freezer while yours is not working.

The most the company will pay for a claim is £1000.

7 If Your keys are lost or stolen

The company will pay the cost of replacing locks or parts of locks for the outside doors to **Your Home** and for safes and alarms fitted in **Your Home** if the keys to those locks have been lost or stolen.

The most the company will pay for a claim is £1000.

8 Title deeds

The company will pay the cost of preparing new title deeds to **Your Home** if they are lost or damaged by any of the causes listed in paragraph A of this section while they are in **Your Home** or in **Your** bank.

The most the company will pay for a claim is £1500.

9 Alternative accommodation

The company will pay the cost of similar alternative accommodation for **You** and **Your** pets if **You** cannot stay in **Your Home** as a result of any of the causes listed in paragraph A of this section.

The company will also pay the cost of storing the **Contents** of **Your Home** until **You** can move back into **Your Home**.

The most the company will pay for a claim is 20% of the sum **insured**.

10 Special Pairs and Sets

The company will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.

11 Gifts

The **Contents** sum **insured** is automatically increased by 10% during 30 days before and after religious festivals and **Family** celebrations.

12 Fatal injury benefit

The company will pay £5,000 if **You** die as a direct result of injury in the property by fire, explosion, lightning or intruders. For the company to pay a claim, **Your** death must happen within three months of the incident.

The most the company will pay for a claim is £5,000.

C Accidental Damage

This paragraph only applies if **Your Schedule** shows that **Accidental Damage** is included in Section 2 **Contents**.

The company will pay for Accidental Damage to the Contents of Your Home

However, the company will not pay for damage:

- caused by a paying guest or tenant;
- to clothing, contact or corneal lenses, hearing aids, plants, food or drink, **Money** or pedal cycles;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- while **You** are moving house;
- by a cause listed in or specifically excluded in paragraph A of this section;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row;
- to **Contents** away from the **Home**;
- to **Contents** outside, but within the boundaries of the land belonging to **Your Home**.

D Settling claims

- 1 The company will pay the replacement cost of the item, or the company will repair or replace the item as new. This will be at the discretion of the company.

This does not apply to:

- clothing, towels, bed or table linen or pedal cycles;
- television, videos, audio, computer and television games equipment and carpets all more than 10 years old;
- sit-on mowers.

In these cases, the company will take off an amount for wear and tear.

- 2 The company will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.
- 3 The company will not pay more than the sum **insured** for a claim. The amount the company pays will also depend on any limits shown in the policy or **Schedule** and inflation.
- 4 **You** must pay the **Excess** shown in the policy or **Schedule**.
- 5 If the sum **insured** is less than the cost of replacing all the **Contents** in **Your Home** as new, at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum **insured**. For example, if the premium **You** have paid for **Your Contents** insurance is equal to 75% of what **Your** premium would have been if **Your Contents** sum **insured** was enough to replace all of **Your Contents**, then **We** will pay up to 75% of the claim made by **You**.
- 6 The most the company will pay for any one claim for items in garages or **Outbuildings** belonging to **Your Home** is £15,000.
- 7 The most the company will pay for any one item of **Contents** in the open is £1000 unless it is fixed permanently.
- 8 Cover for hot tubs excludes loss or damage from frost, electrical fault, mechanical breakdown, **Accidental Damage**, escape of water, leaks or losses from **Subsidence** or **Heave** and must be installed in accordance with manufacturer's instructions.
- 9 The company may, however, request additional information depending upon circumstances and value which may include the following:
 - Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **Your** property
 - Purchase dates and location of lost or damaged property
 - For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

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

E Index Linking

The Sum **Insured** will be adjusted on expiry in line with increases in the Consumer Price Index or another index of the company's choice. The sum **insured** will not change if the index value goes down.

F Personal liabilities

1 Liability to the public

The company will pay all amounts for which **You** become legally responsible as the occupier or as the owner of **Your Home** or a private person if:

- someone is injured, falls ill or dies;
- property is lost or damaged anywhere in the world during the period of cover.

However, the company will not pay for damage:

- if **You** or **Your** domestic employees are injured or die;
- if the property belongs to or is the responsibility of any of **You** or **Your** domestic employees;
- caused by **You** owning or using any land or building other than **Your Home**;
- caused by **Your** business;
- created by any agreement, unless **You** would have been liable without the agreement;
- caused by **You** owning, having or using a mechanically-propelled or -assisted vehicle (other than gardening machinery and pedestrian vehicles used in or about the **Home**), lifts, caravans, aircraft, hovercraft or watercraft (other than hand-propelled or models) and livestock (other than pets);
- caused by **You** passing on an infectious disease;
- caused by **You** owning or having a dangerous dog as defined under the Dangerous Dogs act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

The company will also pay all costs and legal fees for defending **You**, as long as the company has agreed to this in writing beforehand.

The most the company will pay for a claim is £5,000,000 including costs and expenses.

2 Liability to domestic employees

The company will pay all amounts that **You** become legally responsible for if any of **Your** domestic employees are injured, fall ill or die while they are working for **You** during the period of **Your** cover.

The most the company will pay for a claim is £10,000,000

The company will also pay all costs and legal fees for defending **You**, as long as the company has agreed to this in writing beforehand.

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

3 Tenant's liability

The company will pay all amounts that **You** become legally responsible for as a tenant of **Your Home** following:

- Damage to **Your Home** from any of the causes listed in paragraph A of Section 2 (unless **Your Home** has been **Unoccupied** for more than 60 days in a row).
- **Accidental Damage** to underground drains and pipes, cables and tanks providing services to **You Home**.

The most the company will pay for a claim is 20% of the sum **insured** for **Contents**.

What is not insured

- any **Excess** shown in the **Schedule**;
- first £500 of any damage caused by water (no other excess applies).
- property **insured** by any other policy;
- securities, certificates or documents of any kind unless they are defined as **Money** in this policy;
- mechanically-propelled or -assisted vehicles (except domestic gardening equipment, electric wheelchairs, pedestrian-controlled models and toys), trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts;
- pets and livestock;
- property held or used for any business;
- landlord's fixtures and fittings.

Section 3 Personal Belongings, Valuables, Money and Credit Cards

What You are insured against

A Personal possessions

The company will pay for accidental loss of, or damage to, **Your** personal possessions anywhere in the British Isles. **Your** personal possessions are also covered while they are with **You** if **You** take them outside the British Isles for up to 90 days in any period of cover.

However, the company will not pay for loss or damage:

- to any sports equipment while **You** are using it;
- by deception, unless the only deception used is to get into **Your Home**;
- by theft from an unattended motor vehicle, unless the item is in a locked boot, concealed luggage compartment or glove compartment and someone was forceful and violent to get into the vehicle;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of lights or pets;
- caused by delay, or the item being held or confiscated by order of any government, public or police authority;
- covered under Section 2 of this policy;
- to jewellery (where the value of the item is £1,500 or more) on the premises of hotels or motels, unless **You** are wearing or carrying the jewellery or it is placed in a locked safe or vault;
- caused by theft or disappearance of property from any unattended vehicle without an authorised **Occupant** for students residing away from **Home**.

The most the company will pay for a claim for theft from an unattended motor vehicle is £1,000.

B Money

The company will pay for accidental loss of **Money** anywhere in the British Isles. **Your Money** is also covered while it is with **You** if **You** take it outside the British Isles for up to 60 days in any period of cover.

However, the company will not pay for loss:

- if **Your Money** is held by order of any government, public or police authority;
- caused by mathematical mistakes or loss of value;
- If **You** did not report the loss to the police within 24 hours of discovering the loss;
- for students residing away from **Home**.

The most the company will pay for a claim is £500.

What is not **insured**:

- any **Excess** shown in the **Schedule** for Section 2;
- **Money** that **You** have or use for business.

C Credit Cards

The company will pay for **Your** financial loss if **Your** credit card is stolen or lost and someone else uses it.

However, the company will not pay for loss:

- if **You** have not kept to the conditions of the credit card company;
- if **You** did not report the loss to the police and the card company within 24 hours of discovering the loss;
- for students residing away from **Home**.

The most the company will pay is £500.

What is not **insured**:

- Any **Excess** shown in the **Schedule** for Section 2.

D Pedal cycles

The company will pay for accidental loss of, or theft of, or damage to, **Your** pedal cycles anywhere in the British Isles. **Your** pedal cycles are also covered while they are with **You** if **You** take them outside the British Isles for up to 60 days in any period of cover.

However, the company will not pay for loss or damage:

- to tyres or accessories, unless the pedal cycle is stolen or damaged at the same time;
- while **You** are with the pedal cycle and it is being used for racing, pace making or trials;
- by deception, unless the only deception used is to get into **Your Home**;
- by theft, unless the pedal cycle is in a locked building or has been chained to something which cannot be moved and is immobilised by a security device;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather or pets.

The most the company will pay for pedal cycles is £500 unless otherwise shown in the **Schedule**.

What is not **insured**:

- any **Excess** shown in the **Schedule** for Section 2.
- mopeds.

E Settling claims

- 1 The company will pay the replacement cost of the item, or the company will repair or replace the item as new. This will be at the discretion of the company.

But this does not apply to:

- clothing, towels or pedal cycles.

In this case, the company will take off an amount for wear and tear.

- 2 The company will not pay more than the sum **insured** for a claim. The amount the company will pay will also depend on any limits shown in the policy or **Schedule**.
- 3 The most the company will pay for one item, set or collection is shown in the **Schedule** or, £2,500 whichever is the lower. For items individually listed in the **Schedule** the most the company will pay is the sum **insured** shown. **We** will not pay any claim for items listed in the **Schedule** unless **You** provide **Us** with the original purchase receipt or an independent valuation from a qualified valuer which must be carried out prior to the date of loss or damage.
- 4 **You** must pay the **Excess** shown in the policy or **Schedule**.
- 5 The company will not automatically replace the sum **insured** for any item of specified personal possessions that has been totally lost or destroyed. If **You** want further insurance.

For the replacement items, **You** must tell the company.

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

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

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

F Inflation protection

The company will increase the sum **insured** on expiry in line with increases in the Consumer Price Index or another index of the company's choice. This does not apply to those items individually listed in the **Schedule**.

Your annual premium will be based on the increased sum **insured** and limits. The sum **insured** will not change if the index value goes down.

What is not insured

- any **Excess** shown in the **Schedule**;
- property **insured** by any other policy;
- mechanically propelled or -assisted vehicles, pedal cycles (unless shown in the **Schedule**), trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts (other than removable entertainment equipment while removed from the vehicle);
- pets and livestock;
- property held or used for any business;
- household goods and domestic appliances;
- securities, certificates or documents of any kind;
- china, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids (unless otherwise specified in the **Schedule**), food or drink, tools or television receiving equipment on the outside of **Your Home**.
- Tools used or held for business, professional or trade purposes,

Section 4 Family Legal Protection

This section only applies if **Your Schedule** shows **Family Legal Protection** is included.

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

Helpline services

You can contact **our** UK-based call centre 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** may record all calls. When phoning, please tell **us** **your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice service Call 0344 893 9011

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

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice service Call 0344 893 9011

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisers 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Health and medical information service Call 0344 893 9011

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

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

Identity theft service Call 0344 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.

Counselling service Call 0344 893 9012

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). 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.

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

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

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

- All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS Standard Terms of Appointment**.
- 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

- For insured incidents **2 Contract disputes** (excluding **(c)** and **(d)**) and **Personal injury**:
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- 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). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

- For civil cases (other than as specified under **(c)** below), 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.)
- For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- 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.

Welcome to DAS

Thank **you** for purchasing this Family Classic Plus Legal Protection and Advice policy. **You** are now protected by the UK's leading specialist legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

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 0344 893 9011. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

When you need to make a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on 0344 893 9011 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.

DAS Head and Registered Office:

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

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

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

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales | Company Number 5417859 | Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Our agreement

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this 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, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within 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**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- c) in respect of an appeal or the defence of an appeal, **you** must tell **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 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 **costs and expenses** is the value of the likely award.

What we will not pay

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

Insured incidents

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

Employment disputes

What is insured

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

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

What is not insured

Please also refer to the Policy for this section on page 48.

A claim relating to the following:

- a) any claim relating solely to personal injury (please refer to insured incident **3 Personal injury**)
- b) a settlement agreement while **you** are still employed.

Contract disputes

What is insured

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

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

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

What is not insured

Please also refer to the Policy for this section on page 48.

A claim relating to the following:

- a) 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)
- b) a dispute arising from any loan, mortgage, pension, investment or borrowing
- c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). However, **we** will cover a dispute with a professional adviser in connection with these matters
- d) a motor vehicle owned by or hired or leased to **you**.

Personal injury

What is insured

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

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

What is not insured

Please also refer to the Policy for this section on page 48.

A claim relating to the following:

- a) illness or bodily injury that happens gradually
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
- c) clinical negligence (please refer to insured incident **4 Clinical negligence**).

Clinical Negligence

What is insured

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

What is not insured

Please also refer to the Policy for this section on page 48.

A claim relating to the following:

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

Property protection

What is insured

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

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

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

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

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

What is not insured

Please also refer to the Policy for this section on page 48.

A claim relating to the following:

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

Tax protection

What is insured

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

What is not insured

Please also refer to the Policy for this section on page 48.

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

Jury service and court attendance

What is insured

Your absence from work:

- a) to attend any court or tribunal at the request of the **appointed representative**
- b) to perform jury service
- c) to carry out activities specified in **your identity theft** action plan under insured incident **9 Identity theft protection**.

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**.

What is not insured

Please also refer to the Policy for this section on page 48.

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

Legal defence

What is insured

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

- a) **you** being prosecuted in a court of criminal jurisdiction
- b) civil action being taken against **you** under:
 - discrimination legislation
 - data protection legislation..

What is not insured

Please also refer to the Policy for this section on page 48.

- a) Any claim relating to **you** driving a motor vehicle.
- b) Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

Identity theft protection

What is insured

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

Please note that:

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

What is not insured

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.

Policy 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) **Defamation**
Any claim relating to written or verbal remarks that damage **your** reputation.
- 6) **A dispute with DAS**
A dispute with **us** not otherwise dealt with under policy condition 8.
- 7) **Judicial review**
Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8) **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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 9) **Litigant in person**
Any claim where **you** are not represented by a law firm, barrister or tax expert.

Policy conditions

- 1) **Your legal representation**
 - a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
 - c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **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**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
 - d) The **appointed representative** must co-operate with **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 **costs and expenses**.
 - 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.
- 4) **Assessing and recovering costs**
 - a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
 - b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any 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 **costs and expenses** **we** have paid.
- 7) **Expert opinion**
We may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9) 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.

10) Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/ or **we** will not pay the claim if:

- a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

12) Claims under this policy

Apart from **us**, **you** are the only person who may enforce all or any part of this policy by a third party 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.

13) Other insurances

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

14) Law that applies

This 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.

Section 4a Property Let Legal Protection

This section only applies if **Your** Schedule shows Property Let Legal Protection is included.

Contacts

Helplines Call 0344 893 9011

- Legal Advice
- Tax Advice
- Domestic Assistance

Making a claim Call 0344 893 9011

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on 0344 893 9011 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given us to **our** claims handling teams and explain what to do next.

Counselling service Call 0344 893 9012

Access to online legal documents and guides Visit www.dasbusinesslaw.co.uk

Visit www.dasbusinesslaw.co.uk and use the following voucher code to sign up: DASBRES100

For more information about the helplines and DAS Businesslaw, please see page 18.

Welcome to DAS

Thank **you** for purchasing this **DAS** Property Let Legal Protection policy. **You** are now protected by the UK's leading specialist legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance and additional services under your policy.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. If **you** have any questions or would like more information, please contact **your** insurance adviser or the organisation which sold **you** this cover.

How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

Please note that all claims must be reported to us no more than 90 days after the date **you** should have known about the insured incident.

If **you** wish to speak to us about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **you**
- **Claims** – **you** can report a claim 24/7 either by telephone or using the on-line claim form
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **you**

Please phone us on 0344 893 9011. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Access to online legal documents and guides

You have access to **DAS Businesslaw** as part of **your** policy. DAS Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.dasbusinesslaw.co.uk and use the following voucher code to sign up: DASBRES100

Reporting a claim

Important information

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.

Report your claim

- Call **us** on 0344 893 9011. Available 24 hours a day, seven days a week
- Have **your** policy number ready and **we**'ll ask you about your claim

We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit www.das.co.uk/claim

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed representative

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

costs and expenses

- All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- 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

The United Kingdom of Great Britain and Northern Ireland.

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). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

date of occurrence

- For civil cases, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- For criminal cases, the date **you** began or are alleged to have begun to break the criminal law in question.

hotel expenses

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

period of insurance

The period for which **we** have agreed to cover **you** and for which **we** have accepted the premium.

preferred law firm

A law firm or barrister **we** choose to provide legal or other services. These 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), or make a successful defence, must be at least 51%. A **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- For criminal cases there is no requirement for there to be prospects of a successful outcome.
- For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

storagecosts

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

we,us,our,DAS

DAS Legal Expenses Insurance Company Limited.

you,your

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

your property

The property **you** have told **us** about used for residential purposes only, and let under:

- a) an assured shorthold tenancy or assured tenancy under the Housing Act 1988; or
- b) a standard contract under the Renting Homes (Wales) Act 2016; or
- c) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
- d) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or
- e) a Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP); or
- f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or
- g) an agreement where **you** have let a room or rooms in **your property** to a lodger for residential purposes and **you** live in **your property** as the landlord along with the person **you** have let the room or rooms to; or
- h) any equivalent or future amending legislation applying to this definition.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy for **you**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this 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, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within 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, and **we** will pay **you** **hotel expenses and storage costs**, following an insured incident, provided that:

- 1) 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
- 2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
- 3) in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist; and
- 5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

- 1) 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**.
- 2) If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.

Insured incidents we will cover

1) Repossession

Costs and expenses to obtain possession of **your property**.

Provided that:

- i) **You** must give the tenant the correct notices telling them that **you** want possession of **your property**.
- ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

2) Property damage

Costs and expenses for pursuing a civil dispute relating to **your property** following any event which causes physical damage to such property.

Please note that the amount in dispute must be more than £1,000.

3) Eviction of squatters

Costs and expenses to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

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

4) Rent recovery

Costs and expenses to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Provided that:

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

5) Legal defence

Costs and expenses to:

- a) defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
- b) defend an appeal against **your** decision not to adapt **your property** under disability discrimination legislation.

General exclusions

1) Late reported claims

Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.

2) Costs we have not agreed

Any **costs and expenses**, **hotel expenses** or **storage costs** that are incurred before **our** expressed acceptance.

3) Claims in first 90 days where the tenancy agreement pre-dates policy

Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy, unless an equivalent legal expenses policy was in force prior to **you** insuring with **us** and cover has been maintained continuously between that previous policy ending and this policy starting.

4) Rent reviews and controls

Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.

5) Other types of property claims

Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.

6) Subsidence, mining or quarrying

Any claim relating to subsidence, mining or quarrying.

7) Legal action we have not agreed

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

8) A dispute with DAS

Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy condition 8.

9) Judicial review

Costs and expenses arising from or relating to judicial review.

10) Court awards and fines

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

11) Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12) Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- (a) **you** are declared bankrupt
- (b) **you** have filed a bankruptcy petition
- (c) **you** have filed a winding-up petition
- (d) **you** have made an arrangement with **your** creditors
- (e) **you** have entered into a deed of arrangement
- (f) **you** are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13) Litigant in person

Any claim where **you** are not represented by a law firm or barrister.

Policy conditions

1) Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle your claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm of **your** own choice 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**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time.
- 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** expressed consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- 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 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.

4) Assessing and recovering costs

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

5) Cancelling an appointed representative's appointment

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

6) Withdrawing cover

- a) If **you** settle or withdraw **your** 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 **costs and expenses**, **hotel expenses** or **storage costs** **we** have paid.
- b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses**, **hotel expenses** or **storage costs** **we** have agreed to, up to the date cover was withdrawn.

7) Expert opinion

If there is a disagreement between **you** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under Policy condition 8.

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9) 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 exhaust all other available remedies to resolve **your** issue;
- d) take reasonable steps to avoid incurring unnecessary costs;
- e) send everything **we** ask for, in writing; and
- f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10) Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

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

12) 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.

13) Other insurances

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

14) Law that applies

This 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.

About DAS

DAS Head and Registered Office:

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

Registered in England and Wales | Company Number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

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

Helplines and DAS Businesslaw

You can contact our UK-based call centre 24 hours a day, seven days a week, during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice Call 0344 893 9011

Confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice Call 0344 893 9011

Confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisers 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Domestic assistance Call 0344 893 9011

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

Counselling service Call 0344 893 9012

Confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). 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.

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

DAS Businesslaw Visit www.dasbusinesslaw.co.uk

You have access to **DAS Businesslaw** as part of **your** policy. DAS Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.dasbusinesslaw.co.uk and use the following voucher code to sign up: DABRES100

Section 5 Home Emergency

Welcome to DAS

Thank **you** for purchasing this **DAS** Home Emergency policy. This policy is underwritten by DAS Legal Expenses Insurance Company Limited ('**DAS**').

To make sure **you** get the most from **your** cover, please take time to read this policy wording which explains when **we** can help and when **we** can't.

Your insurance adviser can answer any questions **you** might have about the premium, the renewal of this policy or the type of cover offered. If **you** think **you** need to make a claim then contact **us** on the number shown on page 65.

Words shown in **bold** have special meaning and **you** can find the definitions on page 72 of this document.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to cover the costs of the assistance described in this policy in respect of the insured events on page 66, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy provided that:

- 1) the insured event is sudden, unexpected and requires immediate corrective action to:
 - a) prevent damage or further damage to your **home**; or
 - b) make **your home** secure; or
 - c) relieve unreasonable discomfort, risk to health or difficulty to an **insured person**
- 2) the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If **we** are unable to cover **your** claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. The terms of such a service are a matter for **you** and the supplier.

Important information

Your Home Emergency policy includes everything **you** need to know about the cover **we** provide. Keep this document somewhere safe because **you**'ll need it in an emergency.

How to claim

To claim under **your** policy, please check the information below, which tells **you** when **we** can help and what **you**'re covered for, then phone us on 0800 294 2855. **We** will ask **you** to confirm:

- **your** name and **your home** address including postcode
- the nature of the problem.

Our phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

We ask that **you** don't arrange for a contractor yourself because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at **home** when **our** contractor arrives.

How we can help

Once **you**'ve checked that **your** emergency is an insured event, it's important that **you** tell **us** about it as soon as **you** can. If **we** accept **your** claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

- i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
- ii) take other action, such as isolating a leaking component or gaining access to **your home**.

At all times **we** will decide the best way of providing help.

Your cover - insured events

You are covered for:

Please also refer to our agreement on page 64
To make a claim call 0800 294 2854

Roof damage

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

Plumbing and drainage

Damage to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**.

Heating failure

The failure of the **main heating** system in **your home**.

Power supply failure

The failure of the domestic electricity or gas supply, in the boundaries of **your home**.

Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet, or toilets in **your home**.

Home security

The failure of or damage to external doors, windows or locks resulting in **your home** becoming insecure.

Keys

The only available set of keys to **your home** is lost, stolen or damaged and **you** can't replace them, or can't gain normal access to **your home**.

Vermin

An infestation by **vermin** in **your home** which prevents the use of the loft or one or more rooms in **your home**.

But not covered for:

Please also refer to the general exclusions on page 68

Pipes for which **your** water supply or sewerage company are responsible and rainwater drains and soakaways.

Cold-water supply or drainage pipes, non-domestic heating or non-domestic hot water systems, or any form of solar heating or warm air system.

The failure of the mains supply.

If **you** have another toilet in **your home** that is working.

An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

What we will pay

- 1) **We** will arrange and pay for a contractor to take action up to the **emergency assistance limit** for each insured event.
- 2) If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for **hotel accommodation**. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

What we won't pay

- 1) Any costs over and above the **emergency assistance limit**.
- 2) Any costs of overnight accommodation over and above the amount shown under **hotel accommodation** (please see **The meaning of words in this policy** on page 72).

When we can't help

- **You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.
- If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on 0800 111 999.
- If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.

We will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

General exclusions

You are not covered for:

- 1) **Rented properties and second homes**
An incident at a property that **you** rent or let or that **you** own that is not **your** main residence.
- 2) **Unoccupied homes**
An incident that happens when **your home** has been left unoccupied for 30 or more consecutive days.
- 3) **Costs we haven't agreed**
Costs incurred by an **insured person** before **we** have accepted a claim.
- 4) **Home maintenance**
Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for, such as servicing of heating and hot water systems.
- 5) **Communal areas**
An incident that would require **us** to undertake repairs or any other remedial action to:
 - a) shared or communal areas of a property; or
 - b) any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.
- 6) **Nobody at home**
Costs incurred where **our** contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.
- 7) **Replacement boilers or appliances**
The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.
- 8) **Repair is uneconomical**
Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.
- 9) **Failure to carry out previously recommended repairs**
An incident which happens because an **insured person** failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.
- 10) **Guarantee and warranty**
Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.
- 11) **Risk to health and safety**
An incident that cannot be resolved safely by **our** contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.
- 12) **Incorrect installation or repairs**
An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

- 13) **Deliberate acts**
An incident arising from a deliberate act or omission by an **insured person**.
- 14) **Damage caused during repairs**
Damage caused by gaining access to carry out repairs.
- 15) **Mains supplies**
An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel.
- 16) **Connected homes**
The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.
- 17) **Septic tanks, cess pits and fuel tanks**
An incident arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks.
- 18) **Subsidence, landslip and heave**
An incident arising from subsidence, landslip or heave.
- 19) **Cyber**
An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.
- 20) **Nuclear war and terrorism risk**
An incident 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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.

Policy conditions

1) Maintenance

You must maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**.

2) Keeping to the policy terms

You must try to prevent anything happening that may cause a claim and take steps to keep any amount **we** have to pay as low as possible.

3) Replacement parts

We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

4) Circumstances beyond our control

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.

5) Cancelling the policy

You can cancel this policy by telling the person who sold **you** this policy within the cooling off period which lasts for 14 days after taking it out, or at any time afterwards.

We can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

6) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/ or **we** will not pay the claim if:

- a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- b) a false declaration or statement is made in support of a claim.

7) Information you provide

You must take reasonable care to make sure that the information **you** provide when taking out this policy, or during the term of this policy, is complete and accurate. If the information **you** provide is not complete and accurate:

- a) **your** policy may be voided or cancelled and the premium kept, or
- b) part or all of any claim may be refused or not paid, or
- c) the premium or cover may be revised.

8) Losses not directly covered by this policy

We will not pay for losses that are not directly covered by this policy e.g. time taken off work or replacement carpet damaged by a leak.

9) Other insurances

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

10) Law that applies

This 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.

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in bold:

emergency assistance limit

£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation**.

home

Your main private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

hotel accommodation

The room-only cost of one night's accommodation for **insured person(s)** if **your home** remains uninhabitable following an insured event. The most we will pay for **hotel accommodation** is £300 (including VAT).

insured person

You and any person who lives in or is staying at **your home**.

main heating system

The main hot-water or central-heating system in **your home**. This includes pipes that connect components of the system.

period of insurance

The period shown on **your** policy schedule and any subsequent period for which **we** accept a renewal premium.

plumbing and drainage

The cold-water supply and drainage system in the boundary of **your home** and for which **you** are legally responsible.

vermin

- a) wasps' and/or hornets' nests
- b) rats
- c) mice; or
- d) grey squirrels

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (shown as the policyholder in the policy schedule).

Section 6 Homeworkers

Definitions (this section only)

For the purpose of this section of the Policy:

The Insured/ You/ Your means:

- The person, persons or corporate body named in the **Schedule**.
- Subsidiary companies of the **Insured** notified to and accepted in writing by the Underwriters.

Business:

The business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

The ownership, repair and maintenance of the **Insured's** own property.

Private work undertaken by any person employed by any director or partner of the **Insured** with the prior consent of the **Insured**.

Injury:

Bodily injury, death, illness or disease of or to any person.

Damage:

Loss of possession of, or damage to, tangible property

Person Employed Any:

- Employee being a person under a contract of service or apprenticeship with the **Insured**.
- Labour master and persons supplied by him.
- Person employed by labour only sub-contractors.
- Self employed person under the control of the **Insured**.
- Person hired to or borrowed by the **Insured**.
- Person undertaking study or work experience or youth training scheme with the **Insured** working for the **Insured** in connection with the Business.

Product

Any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

Pollution

- pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- all loss destruction damage or Injury directly or indirectly caused by such pollution or contamination

Defence Costs

Costs, fees and expenses incurred by the **Insured** with the written consent of the Underwriters in the defence or **Settlement** of any claim under this Policy.

Terrorism

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

A Indemnity to others

The indemnity granted extends to:

Managerial or supervisory Employees of the **Insured** in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the **Insured** in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the **Insured**.

Any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only.

Any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to indemnity under this Policy if the claim had been made against the **Insured**.

The personal representatives of any person or party indemnified by reason of this Clause in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the **Insured**.

B Cross liabilities

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

C Limits of indemnity

Section A – Employers' Liability: The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence.

Section B – Public Liability: The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one occurrence or series of occurrences arising from one originating cause provided always that the Limit of Indemnity:

Under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**.

In respect of Defence Costs, Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed £1,000,000 in all during the **Period of Insurance**.

D Defence costs

Subject to the written consent and the control of the Underwriters and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

Incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:

For breach or alleged breach of Part 1 of the **United Kingdom** Health & Safety at Work Act 1974 (and/or legislation of similar effect.)

For any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect.)

Incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007.

Arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry.

Arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy.

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A – Employers' Liability and in respect of costs in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

E Compensation for court attendance

In the event of any director, partner or Employee of the **Insured** attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy, the Underwriters will provide compensation to the **Insured** at the following rates for each day on which attendance is required:

Any director or partner	£250
Any Employee	£100

Section A – Employers’ Liability

Indemnity

The **Insured** is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the **Insured** and occurring during the **Period of Insurance**.

What is not insured

This Section does not apply to or include legal liability:

- Arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed.
- Incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the **Insured** by any such insurance or security.
- Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- Arising out of **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- Arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of Indemnity of £5,000,000 shall apply.
- It is a condition precedent to the liability of underwriters that the **insured** do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

Compulsory Insurance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the **Insured**, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the **Insured** shall forthwith repay such sum to the Underwriters.

Section B – Public Liability

Indemnity

The **Insured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the **Period of Insurance**.

What is not insured

This Section does not apply to or include legal liability:

- In respect of Injury to any Person Employed arising out of and in the course of employment by the **Insured**.
- Arising out of or in connection with any Product.
- Arising out of the ownership, possession or use by or on behalf of the **Insured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
- Caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation.
- Arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract.
- Arising out of any motor vehicle or trailer temporarily in the **Insured**'s custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation.
- Arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways.)
- For Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Insured**'s care, custody or control other than:
- Clothing and personal effects (including vehicles and their **Contents**) of Employees and visitors.
- Premises (including **Contents** therein) temporarily occupied by the **Insured** for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the **Insured** is or has been working and which arises out of such work.
- Premises tenanted by the **Insured** provided always that liability for such Damage is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement.
- Arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

Section C – Products Liability

Indemnity

The **Insured** is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the **Period of Insurance** and arising out of or in connection with any Product.

What is not insured

This Section does not apply to or include legal liability:

- In respect of Injury to any Person Employed arising out of and in the course of employment by the **Insured**.
- For costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective.
- Arising out of the recall of any Product or part thereof.
- Arising out of any Product which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft.
- Arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- Arising from circumstances known to the **Insured** prior to the inception date of this Insurance.
- Arising from the failure of any Product to perform its intended function.

Section D – Equipment and Stock

What You are insured against

Loss or damage to property insured

The Company will pay **You** or at **Our** option replace or repair in respect of loss of or damage to the property **insured** happening during the **Period of Insurance**. The maximum **We** will pay is the sum **insured** shown in **Your** policy **Schedule**. The property **insured** is:

- 1 Own plant tools and equipment**
Constructional plant machinery trailers tools equipment site huts or caravans (including their **Contents**) belonging to **You** for use in connection with the business while on or next to the site of any contract carried out by **You** in transit by road rail or inland waterway or elsewhere within the territorial limits.
- 2 Stock**
Stock-in-trade (other than described in a) above) belonging to **You** up to an amount of £10,000 for all such property while at **Your** premises or in a securely locked compound or store within the territorial limits or in transit by road rail or inland waterway.
- 3 Personal tools**
Portable tools and equipment including portable electronic equipment the personal property of **You** or **Your** partners principals directors or employed persons up to a maximum of £10,000 in total and a maximum of £5,000 for any one item of property and which are ordinarily used or needed on the site of any contract carried out by **You** in connection with the business anywhere within the territorial limits.

Reinstating the sum insured

In the event of any loss the sum **insured** will be automatically reinstated from the date of the loss unless there is written notice by **Us** or **You** saying otherwise. **You** will have to pay an additional premium for this.

Immobilised plant

We will pay the necessary costs involved in recovering property **insured** which may become immobilised or immovable while being used in connection with any contract on which **You** are working.

What is not insured

We will not pay for:

Excess

The amount of the **Excess** shown in **Your** policy **Schedule**.

Excluded property

Loss of or damage to the following:

Any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites nor any vehicle used solely at contract sites and which is not licensed for road use.

Any aircraft.

Any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon.)

Breakdown

Mechanical or electrical breakdown or derangement.

Theft from unattended vehicles

Theft or attempted theft of property **insured** while contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer subject to goods being kept out of sight.

Computers and systems

Loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether **Your** property or not where such loss or damage is caused by programming or operator error virus or similar mechanism or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.)

Damage caused to

- metals, coins, manuscripts, rare books, plans, patterns, models, moulds, designs or documents of title,
- tobacco, goods, wines, spirits or livestock,
- **Money** or securities for **Money** gaming machines, juke boxes, vending or beverage machines,
- production machinery requiring statutory inspection,
- mainframe computers or data processing equipment,
- any machinery in use;

Damage caused by:

- mechanical or electrical breakdown or derangement or its own overrunning, short circuiting or self heating;
- corrosion, rust wet or dry rot, shrinkage, evaporation, contamination, loss of weight, dampness, marring, scratching, vermin or insects; depreciation;
- change in temperature, colour, flavour, texture or finish,
- any process of production, cleaning, dyeing, repairing, restoring, packing, treatment, testing, commissioning, alteration or adjusting,
- atmospheric or climatic conditions or action of light,
- inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design, workmanship or materials,
- any unexplained loss, shortage or disappearance,
- any tools or machine while in use,
- loss or destruction of or damage to property contained in any unattended vehicle,
- any property which at the time of Damage is **insured** by a more specific insurance.

General Conditions which apply to Section 6

General Conditions

The **Insured** shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.

No admission, offer, promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the **Insured** the defence or **Settlement** of any claim or to prosecute in the name of the **Insured** for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the **Settlement** of any claim and the **Insured** shall give all such information and assistance as the Underwriters may reasonably require.

The Underwriters may at any time pay to the **Insured** in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs.)

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such **Excess** amount is **insured** either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

The **Insured** shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks **insured** under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the **Insured** has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.

Any written proposal and/or declaration made by the **Insured** shall form the basis of this contract of insurance and is deemed to be incorporated herein.

If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.

The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the **Insured's** last known address.

Any phrase or word in this Policy and the **Schedule** will be interpreted in accordance with the law of England. The Policy and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the **Schedule** shall bear such specific meaning wherever it may appear.

All disputes concerning the interpretation of this Policy are understood and agreed by both the **Insured** and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

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