



# County Thatch Gold Insurance Policy



# Welcome

Thank **you** for choosing County Thatch Gold Insurance to protect **your** property.

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

This Policy Document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

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

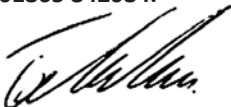
This policy is not complete without a policy **schedule**. **Your** policy **schedule** will be issued to **you** if **your** application for insurance is accepted.

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

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given **us** is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

**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 on 01865 842084.**



Tim Sydenham ACII Cert CII  
Managing Director

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## Important Information about your Policy

### 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/>

# Things we need to tell you about

## Our Agreement with you

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

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

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

**We** or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

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.

## **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.

## **Several Liability Clause**

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each insurer's proportionate liability will be provided upon request.

# 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](http://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](http://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.

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

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy notice at [www.county-insurance.co.uk/downloads/privacynotice](http://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 this insurance

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

### Accidental damage

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

### Bodily injury

Physical injury including accidental death, disease or illness

### Broker

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

### Buildings

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

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

### Credit Cards

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

### Domestic employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties.

**Domestic employee(s)** does not include any employee involved in demolition, alterations, extensions or renovations to any part of the **insured premises**.

### Endorsement

A written variation to the terms and/or conditions of this insurance.

### Excess

The amount shown in the **schedule** or **endorsement you** have to bear in respect of certain claims covered by this insurance. If **you** claim under more than one section **we** will only apply the '**excess**' once

### Fine art and antiques

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

**Fine art and antiques** does not include **valuables**.

**Heave**

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

**Home**

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

**Household contents**

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

- clothing and other personal property;
- audio and visual equipment;
- pedal cycles;
- tenants fixtures and fittings and interior decorations;
- domestic garden machinery, tools and implements;
- **office equipment**;
- **outdoor items**;
- sports equipment;
- saddlery and tack;
- trailers, horse trailers and trailer tents up to £5,000 in total;
- **fine art and antiques**
- **valuables** up to £10,000 in total

**Household contents excludes:**

- motor vehicles other than those defined under **land vehicles**;
- any boat or vessel designed for use on water other than those defined under **watercraft**;
- caravans and aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones) and any parts or accessories thereof;
- any part of the **buildings**;
- any living creature;
- any items held or used in connection with any business, other than as defined under **office equipment**

**Insured premises**

The private dwelling(s) at the address(es) stated in the **schedule** and the land within the boundaries belonging to it/them.

**Land Vehicle(s)**

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

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

**Landslip**

Downward movement of sloping ground.

## Money

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

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

## Office equipment

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

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

**Office equipment** does not include:

- the cost of reconstituting any lost or damaged data;

## Outdoor Items

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

## Period of insurance

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

## Schedule

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

## Settlement

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

## Subsidence

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

## Sums insured / Limits of Liability

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

## United Kingdom

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

## Unoccupied

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

**Valuables**

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

- jewellery;
- watches;
- furs;
- guns

**Watercraft**

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

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

**We / Us / Our**

The insurers shown in the **schedule**.

**You / Your / Insured**

The person or persons named in the **schedule** and all members of **your** family who permanently live in the **home**.

## 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:

County Insurance Services Limited  
County House  
Glyme Court, Langford Lane  
Kidlington  
OX5 1LQ  
Tel: 01865 842084  
Email: [houseclaims@county-insurance.co.uk](mailto:houseclaims@county-insurance.co.uk)  
or [compliance@county-insurance.co.uk](mailto:compliance@county-insurance.co.uk)

If **you** are not satisfied with any matters from Sections 1 2 or 3 and wish to make a complaint, then you may contact:

Complaints Officer  
55 Blythswood Street  
Glasgow  
G2 7AT  
Tel: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

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

If **you** are not satisfied with any matters from Sections 4, 4A or 5 and wish to make a complaint, then **you** may contact:

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back  
Bristol BS1 6NH  
Tel: 03448939013

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.

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

# Canceling 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:

- non-payment of premium;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;
- non-cooperation or failure to supply any information or documentation **we** request;
- **we** establish that **you** have provided **us** with incorrect information;
- failure to take care of the property insured;
- **you** breach any terms and conditions of **your** policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

## Important Notice

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

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

## How to make a claim

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

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on 01865 290922 or emailing [houseclaims@county-insurance.co.uk](mailto:houseclaims@county-insurance.co.uk) or writing to **us** at:

New Claims  
County Insurance Services Limited  
County House  
Glyme Court, Langford Lane  
Kidlington  
OX5 1LQ

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your** home and mobile telephone numbers
- policy/Certificate number
- the date of the incident
- police details / Crime Reference number where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations

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

- they will make **your home** safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items:
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work

## **Payments**

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

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

# Claims Terms and Conditions

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

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

- If **you** or **your** family are the victim of 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
- **you** must provide **us** with details of what has happened as soon as **you** can
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** 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
- **you** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so

## How we deal with your claim

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

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

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

**We** have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made

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

## Other Insurance

**We** will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

## Large Loss Excess Waiver

In the event of a claim for loss or damage covered by this insurance exceeding £30,000, the **excess** shown in **your schedule** will not apply. This Large Loss **excess** Waiver does not apply:

- to any **subsidence excess**
- to any additional voluntary **excess(es)**
- where we have applied an additional increased **excess** by endorsement

# General Conditions

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

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

## Take Care

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

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

**You** must always make sure that the **sums insured** shown in **your schedule** are adequate.

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

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

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

## Changes in Circumstances

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **you** are going to move **home** permanently;
- someone other than **your** family is going to live in **your home**;
- **your home** is going to be used for short periods each week or as a holiday home;
- **your home** is going to be **unoccupied**;
- work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**, with a contract value of over £75,000;
- **You** 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;
- **you** or any member of **your** family has been convicted of or charged with any offence, other than a motoring offence which has not been spent under the Rehabilitation of Offenders Act
- any increase in the value of **your household contents** or the rebuilding cost of **your buildings**;
- any part of **your home** is going to be used for any trade, professional or business purposes;  
There is no need to tell **us** about trade, professional or business use if:
  - i) the trade, professional or business use is only clerical; and
  - ii) there are no staff employed to work from the **home**; and
  - iii) there are no visitors to the **home** in connection with the trade, profession or business; and
  - iv) 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.

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

## Thatch Conditions

### Fire Conditions

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

- Any bonfires/incinerators to be within 100 meters of the home
- Old thatch and thatching to be burnt within 100 meters of the home
- Barbecues, fire-pits, patio heaters or chimneys to be burnt within 5 meters of the home

### Chimney Condition

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

- 1) Kept in a good state of repair throughout the **period of insurance**; and
- 2) Professionally cleaned along the entire length at least twice during the **period of insurance** being:
  - i) At least once between 1st July and 31st October prior to winter use; and
  - ii) At least once between 1st January and 31st March unless alternative dates have been agreed by us in writingBy a member of any of the following professional bodies unless an alternative has been agreed by us:
  - a) National Association of Chimney Sweepers (NACS)
  - b) Guild of Master Chimney Sweeps
  - c) Association of Professional and Independent Chimney Sweepers
- 3) 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.
- 4) Copies of the chimney sweeping and inspection report/certificate are to be lodged with **your broker/County**

### Spark Arrester Condition

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

### Naked Flame Condition

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

### Fire Protections Condition

It is a condition of this insurance that:

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

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

### Thatch Condition

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

### Smoke Detector Condition

It is a condition of this insurance that each floor within the **home** is fitted with a minimum of one smoke detector complying with BS EN 15604:2005

### Electrical Condition

It is a condition of this insurance that all electrical wiring is inspected by a member of the National Inspection Council for Electrical Installation Contracting, Electrical Contractors Association or an alternative recognised body agreed by **us**, at least once every 10 years or sooner where stated on the current electrical certificate.

### Wood Storage Condition

It is a condition of this insurance that all wood burnt on open fires or wood burners must be seasoned and stored outside where it is sheltered from excessive rain, but exposed to wind and sunlight.

### Electrical Lighting Condition

It is a condition of this insurance that:

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

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

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

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

### 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

### 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

## 1) Radioactive Contamination and Nuclear Assemblies 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:
  - 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, replacement or reinstatement, unless expressly included within this insurance

**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 and Gradually Operating Causes**

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

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

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

**15) Unoccupied Homes**

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

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

**16) Building Works**

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

# Section 1 – Buildings

## The Cover

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

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

## Basis of Valuation/Settlement of loss and/or damage

In the event of loss or damage covered by this insurance, **we** will pay the cost of rebuilding or repairing the damaged **buildings**.

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

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

## Index-linking

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

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

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

## Your Sum insured

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

# Specific Extensions

This section also covers:

**1) Alternative Accommodation**

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

**2) Building Works**

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

**3) Damage Caused by Domestic Pets**

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

**4) Damage Occurring During the Sale of the Insured premises**

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

**5) Emergency Access**

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

**6) Emergency Preventative Measures**

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

**7) Fatal Injury and acquired disability**

**We** will pay the following amounts for fatal injury to **you**, happening at the **insured premises**, caused by outward and visible violence by burglars or by fire:

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

The maximum **we** will pay for any one incident is £100,000; if **you** claim under both Section One and Section Two the most **we** will pay for any one incident is £100,000.

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

**8) Fees, Expenses and Debris Removal**

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

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

**9) Forced Evacuation**

If **you** are denied access to **your insured premises** by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to **our** prior consent and approval, reimburse **you** for the cost of necessary and comparable alternative accommodation incurred by **you** but not for more than a period of 30 days.

**10) Garden Cover**

**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 £10,000 for any one claim. **We** will only pay up to £1,000 for replacing any one tree, shrub or plant.

**11) Locating the source of a leak**

If **your buildings** are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in **your home**, **we** will pay the cost of locating the source of the leak including subsequent repairs to walls, floors and ceilings.

**12) Precautionary Measures**

Following loss or damage covered by this policy **we** will pay up to £1,000 towards costs incurred by **you** for repairs to **your home** to prevent further loss or damage from the same occurrence.

**13) Removing nest(s)**

**We** will pay up to £1,000 in any one **period of insurance** for the costs of removing wasp, bees or hornets' nest(s) at the **insured premises** which have been incurred by **you**. **We** will not pay for nests(s) which **you** were aware of before the **period of insurance**.

**14) Removing trees from vehicular access**

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

**15) Replacement Locks**

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

**Your excess** does not apply to this specific extension.

**16) Reward**

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

If **you** claim under both Section One and Section Two the most **we** will pay for any one incident is £5,000

**17) 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

**18) 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

# Specific Exclusions

We will not pay for:

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

## Section 2 – Household contents, fine art and antiques

### The Cover

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

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

### Basis of Valuation/Settlement of loss and/or damage

1) In respect of **household contents**

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

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

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

2) In respect of **fine art and antiques**

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

a) For unspecified items:

Up to the specific limit of any items, pair or set of items at the time of such loss or damage

b) For specified items:

Up to the value agreed by **us** and as stated in the **schedule** for each item, pair or set of items individually listed in the valuation or private inventory

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

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

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

### Your Sum insured

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

## Specific Limits

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

### Fine art and antiques

£25,000 for any one item, pair or set of items

### Land vehicles

£5,000 for any one claim

### Office equipment

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

### Outdoor items

£25,000 for any one claim

### Personal documents

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

### Wine

£25,000 for any one claim

## Index-linking

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

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

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

**Fine art and antiques** will not be index linked. **You** must ensure that the **sums insured** shown in **your schedule** are adequate.

# Specific Extensions

This section also covers:

## 1) Additions and substitutions

This Section also automatically extends to include any additions or substitutions to the **household contents, fine art and antiques** insured during the **period of insurance** subject to **our** liability not exceeding an additional 25% of the **sum insured** stated in the **schedule** for this section, solely as a result of these additions or substitutions. This extension shall only apply when **you** declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by **us** is paid. If such acquisition or substitution is not declared to **us** within 60 days **we** reserve the right, at **our** discretion, to refuse cover.

## 2) Alternative Accommodation

**We** will pay the costs of alternative accommodation incurred by **you** and **your** domestic pets, while the **home** cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. **We** will not pay for any loss of rent if **we** have already paid a claim as a result of the same loss or damage under this section for loss of rent payable.

## 3) Alternative electricity generating supply cover

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

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

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

**We** will not pay for loss or damage:

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

## 4) Computer Software

**We** will pay the cost involved in retrieving **your** personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.

5) **Damage Caused by Domestic Pets**

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

6) **Death of an Artist**

We will pay for the increased value to any one piece of art that is individually listed under **fine art and antiques** where such increase is due to the death of the artist following loss or damage covered under this section. We will not pay for:

- more than 200% of any one piece of art subject to a maximum of £100,000 in total;
- any claim where the artist's death has not occurred within 12 months prior to the date of loss or damage;
- any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where **you** cannot prove the increased value of any piece of art

7) **Defective Title**

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

We will not pay:

- more than £100,000;
- if **you** did not purchase the item during the **period of insurance** it has been insured by us;
- if **you** do not notify **us** within the **period of insurance**;
- if the item was inherited or given to **you** as a gift;
- if **you** did not make enquiries regarding the item's provenance before **you** purchased it

8) **Fatal Injury and acquired disability**

We will pay the following amounts for fatal injury to **you**, happening at the **insured premises**, caused by outward and visible violence by burglars or by fire:

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

The maximum we will pay for any one incident is £100,000; if **you** claim under both Section One and Section Two the most we will pay for any one incident is £100,000.

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

9) **Fine art and antiques Market Appreciation**

If **you** have had a valuation within the last 36 months for a specified item of **fine art or antiques** we will pay as follows:

- i. In the event of a total loss if the market value of the specified item immediately before the loss exceeds the amount specified for that item we will pay the market value
- ii. In the event of a partial loss we will pay the lesser of:
  - a. The cost of repairing the item to its condition immediately before the loss; or
  - b. The amount shown on the **schedule** for that itemHowever if the market value of the specified item exceeds the amount specified for that item we will pay the market value

The most we will pay under this extension is 150% of the specified sum insured.

**10) Freezer Contents**

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

**Your excess** does not apply to this extension

**11) Gifts and Presents**

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

**12) Hole in One**

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

**13) 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**.

**14) Loss of Rent Payable**

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

**15) Marquees**

**We** will pay for loss or damage to marquees and associated equipment that **you** have temporarily hired and are responsible for, for up to 7 days, **we** will not pay more than £50,000 for any one claim.

**16) Memorial Stones**

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

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

**17) Money**

**We** will pay up to £5,000 for any one claim.

**We** will not pay for:

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

**18) Moving Home**

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

**19) Nursing Homes**

**We** will pay up to £5,000 in any one **period of insurance** for loss or damage to **contents** belonging to **your** parent(s) or grandparents whilst permanently residing in any nursing or residential care home.

**We will not pay:**

- More than £1,000 for any one item, pair or set;
- For theft or attempted theft of contents unless entry to or exit from the property or room where the loss occurred is by forcible and/or violent means

**20) Replacement locks**

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

**Your excess** does not apply to this extension

**21) Reward**

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

If **you** claim under both Section One and Section Two the most **we** will pay for any one incident is £5,000

**22) Stamp, Coin and Medal Collections**

**We** will pay for loss or damage covered by this section to stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.

**23) Storage**

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

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

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

**25) Students Possessions**

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

**We** will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- for theft from unattended vehicles
- For theft or attempted theft of students possessions away from the **insured premises** unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

**26) Your Legal Liability as a Tenant for Accidental damage**

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

**27) Your Legal Liability as a Tenant for Damage to the Buildings**

**We** will pay costs for which **you** legally become liable to pay as a tenant for loss or damage to the **buildings**, up to the **contents** sum insured.

This extension excludes any liability:

- For loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings;
- For loss or damage arising from **subsidence, heave or landslip**;
- For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or
- While the **home** is **unoccupied**.

**28) Visitors and Domestic employees Personal Effects**

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

## Specific Exclusions

We will not pay for:

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

# Employers Liability for Domestic employee(s)

## The Cover

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

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

## Limit of Liability

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

## Specific Exclusions

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

- 1) For **bodily injury** arising directly or indirectly out of any work **domestic employees** do for **you**, other than domestic or gardening duties.
- 2) For **bodily injury** arising directly or indirectly from any communicable disease or condition.
- 3) For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
- 4) For **bodily injury** or damage to property arising out of **your** ownership, possession or use of:
  - i) any **land vehicle(s)** which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance;
  - ii) any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones);
  - iii) any craft designed for use on water other than:
    - boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which **you** have owned, rented or borrowed for less than thirty (30) days
    - surfboards
    - sailboards
    - dinghies
  - iv) any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
  - v) any power operated lift (other than domestic stair lifts)
- 5) For **bodily injury** arising directly or indirectly from any communicable disease or condition.
- 6) Arising out of any criminal or violent act to another person or their property
- 7) Arising out of **your** ownership, occupation, possession or use of any land or building which is not within the **insured premises**
- 8) In Canada or the USA after the total period of stay in either or both countries has exceeded 90 days in any one **period of insurance**

# Liability to Others

## The Cover

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

This section indemnifies **you**:

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

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

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

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

## Limit of Liability

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

## Specific Conditions

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

## Specific Extensions

### 1) Unrecovered Court Awards

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

- a) part 2. above of this insurance would have indemnified **you** had the award been made against **you** rather than to **you**;
- b) there is no appeal pending; and
- c) **you** agree to allow **us** to enforce any right that **we** shall become entitled to upon making payment

**Our** liability for all damages payable under this extension shall not exceed £1,000,000 in any one **period of insurance**.

### 2) Defective Premises Act

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

This extension will not indemnify **you** for:

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

## Specific Exclusions

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

- 1) For **bodily injury to you**, any person permanently residing with **you** in the **home** or any person who, at the time of sustaining such injury, is engaged in **your** service.
- 2) For damage to property owned by or in the charge or control of **you**, any person permanently residing with **you** in the **home** or any person engaged in **your** service. This exclusion does not apply in respect of damage to the **buildings** for which **you**, as tenant, are legally liable to the owner.
- 3) For **bodily injury** or damage to property arising out of **your** ownership, possession or use of:
  - i) any **land vehicle(s)** which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance;
  - ii) any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones);
  - iii) any craft designed for use on water other than:
    - boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which **you** have owned, rented or borrowed for less than thirty (30) days
    - surfboards
    - sailboards
    - dinghies
  - i) any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
  - ii) any power operated lift (other than domestic stair lifts)
- 4) For **bodily injury** arising directly or indirectly from any communicable disease or condition.
- 5) For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
- 6) Arising out of any criminal or violent act to another person or their property
- 7) Arising directly or indirectly out of any business, profession, occupation or employment, other than:
  - i) Use of the **home** as an office for non-manual work in connection with **your home** business
  - ii) Any unpaid occupation as a director or officer of a registered charity or other not for profit organization
  - iii) Voluntary work for a registered charity, religious or community group
- 8) Which **you** have assumed under contract and which would not otherwise have attached
- 9) Arising out of **your** ownership, occupation, possession or use of any land or building which is not within the **insured premises**
- 10) In Canada or the USA after the total period of stay in either or both countries has exceeded 90 days in any one **period of insurance**

- 11) If **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
- 12) In respect of any kind of pollution and/or contamination unless it is:
  - i) Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **insured premises** named in the **schedule**; and
  - ii) Reported to **us** not later than thirty (30) days from the end of the **period of insurance**

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

## Section 3 – Valuables

### The Cover

Cover for **valuables** applies only if they are shown as included in **your** policy **schedule**.

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

### Basis of Valuation/Settlement of loss and/or damage

1) In respect of **valuables**

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

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

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

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

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

### Your Sum insured

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

## Specific Limits

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

### **Theft from unattended vehicles**

£10,000 for any one claim

### **Valuables**

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

### **Watercraft including their furnishings, equipment and outboard motors**

£5,000 for any one claim

## Index-linking

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

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

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

**Valuables** will not be index linked. **You** must ensure that the **sums insured** shown in **your schedule** are adequate.

## Specific Extensions

This section also covers:

### 1) Additions and substitutions

This Section also automatically extends to include any additions or substitutions to the **valuables** insured during the **period of insurance** subject to **our** liability not exceeding an additional 25% of the **sum insured** stated in the **schedule** for this section, solely as a result of these additions or substitutions. This extension shall only apply when **you** declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by **us** is paid. If such acquisition or substitution is not declared to **us** within 60 days **we** reserve the right, at **our** discretion, to refuse cover.

### 2) Credit Cards

**We** will pay for loss for which **you** are responsible, up to £25,000 for any one claim, as a result of misuse by any unauthorised person(s) following loss or theft of any **credit card**, together with all costs and expenses incurred with **our** prior written consent arising before the **credit card** organisation received notification of the loss, provided that **you** comply with all the terms and conditions under which the **credit card** was issued. **We** will not pay for losses not reported to the police and issuer of the **credit card** within 24 hours of discovery. Where **you** have reported **your credit card(s)** for unauthorized or fraudulent use, in most circumstances **you** will only be liable for the first £50 of the claim.

### 3) Damage Caused by Domestic Pets

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

### 4) Death of an Artist

**We** will pay for the increased value to any one piece of art that is individually listed under **fine art and antiques** where such increase is due to the death of the artist following loss or damage covered under this section. **We** will not pay for:

- more than 200% of any one piece of art subject to a maximum of £100,000 in total;
- any claim where the artist's death has not occurred within 12 months prior to the date of loss or damage;
- any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where **you** cannot prove the increased value of any piece of art

5) **Defective Title**

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

**We** will not pay:

- more than £100,000;
- if **you** did not purchase the item during the **period of insurance** it has been insured by **us**;
- if **you** do not notify **us** within the **period of insurance**;
- if the item was inherited or given to **you** as a gift;
- if **you** did not make enquiries regarding the item's provenance before **you** purchased it

6) **Gifts and Presents**

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

7) **Hire of Replacement Golf Clubs Overseas**

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

8) **Hole in One**

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

9) **Money**

**We** will pay up to £5,000 for any one claim.

**We** will not pay for:

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

10) **Moving Home**

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

**11) Nursing Homes**

**We will pay up to £5,000 in any one period of insurance for loss or damage to contents belonging to your parent(s) or grandparents whilst permanently residing in any nursing or residential care home.**

**We will not pay:**

- More than £1,000 for any one item, pair or set;
- For theft or attempted theft of contents unless entry to or exit from the property or room where the loss occurred is by forcible and/or violent means

**12) Stamp, Coin and Medal Collections**

**We will pay for loss or damage covered by this section to stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.**

**13) Storage**

**Loss or damage to valuables permanently kept in a commercial storage facility during the period of insurance caused by any of the following perils:**

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

**We will not pay for more than 25% of your valuables sum insured**

**14) Students Possessions**

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

**We will not pay:**

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- for theft from unattended vehicles
- For theft or attempted theft of students possessions away from the insured premises unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

## Specific Exclusions

We will not pay for:

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

## Section 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

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **DAS Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

### Countries covered

- a) For insured incidents **2 Contract disputes** (excluding **2(c)** and **2(d)**) and **3 Personal injury**:  
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### DAS 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

- a) 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.)
- b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c) For insured incident **6 Tax protection**, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

### Identity theft

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

### Period of Insurance

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

### Preferred law firm

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

### Reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

## **we, us, our, DAS**

DAS Legal Expenses Insurance Company Limited.

## **You, Your**

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

## **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](http://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](http://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](http://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](http://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 exclusions for this section on page 45.

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 exclusions for this section on page 45.

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 exclusions for this section on page 45.

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 exclusions for this section on page 45.

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 exclusions for this section on page 45.

A claim relating to the following:

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

## Tax protection

### What is insured

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

### What is not insured

Please also refer to the exclusions for this section on page 45.

- 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 exclusions for this section on page 45.

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 exclusions for this section on page 45.

- 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](http://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](http://www.dasbusinesslaw.co.uk)

Visit [www.dasbusinesslaw.co.uk](http://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](http://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](http://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

- a) All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

### countries covered

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

- a) 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.)
- b) 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

- a) 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**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) 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](http://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](http://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](http://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](http://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](http://www.dasbusinesslaw.co.uk) and use the following voucher code to sign up: DASBRES100

# 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 5.

Words shown in **bold** have special meaning and **you** can find the definitions on page 12 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 pages 6-7, 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 4  
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 58

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 57).

## 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).

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[www.county-insurance.co.uk](http://www.county-insurance.co.uk)



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