

policy document

HOME INSURANCE



Version 2

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Please read this policy carefully to ensure it meets your requirements

Claims enquiries

For all claims other than legal expenses and home emergency claims

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

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

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

**The claims enquiries number is
0845 603 8381**

For legal expenses claims call:

**DAS Legal Expenses Insurance
Company Limited**

0117 934 2104

For home emergency claims call:

0800 169 6741

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

Helplines

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

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

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

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

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

0117 934 2104

Legal advice service

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

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

Tax advice service

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

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, DAS will call you back.

Health and medical information service

DAS will give you information over the phone on general health issues and advice on a wide variety of medical matters. DAS can give you information on all health services including NHS dentists.

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

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

Veterinary assistance

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

Childcare assistance

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

Home assistance

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

We have also arranged the following services for your benefit

Counselling service

0117 934 2121

DAS will provide you with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which DAS refer you.

Emergency glass replacement

0800 474747

This service is provided by Solaglas. If you are insured against breakage of glass, a free call to Solaglas will make sure your broken glass is repaired quickly. We will pay Solaglas direct, but you pay for any excess.

Credit card registration & notification service

By choosing our Home policy for your house contents, you are automatically eligible, at no additional cost, for Card Protection Insurance Cover which we have arranged through Sentinel® Card Protection.

Sentinel® Card Protection will send you a separate policy document and registration form explaining the cover in detail but, in brief, it provides practical help when your credit, debit and store cards are lost or stolen. Help, not only in reporting the loss to the card companies, but also with extra expenses which may arise following the loss.

The service is not restricted to losses involving credit cards, it also includes other documents such as travel tickets and passports whilst abroad.

Any questions

If you have any questions about this service please contact:

Sentinel® Card Protection
Sentinel House,
Airspeed Road,
Portsmouth,
Hampshire PO3 5RF.

Telephone

0800 414717

If calling from abroad

+44 (0)239 265 2222

Important note

Although you are covered by Sentinel® Card Protection, you are not eligible for the full range of services until you have completed and returned the policy registration form. This registration form will be sent to you as part of the Sentinel® Card Protection policy pack shortly after this policy has been set up.

For added peace of mind we strongly recommend that you register all your cards. You can do this by calling Sentinel® Card Protection or completing and returning the registration form.

Sentinel® Card Protection is a trading name and registered trademark of Affinion International. The Sentinel® Card Protection Policy is underwritten by Allianz Insurance plc, 57 Ladymead, Guildford, Surrey GU1 1DB. (Registered in England No. 84638). (CPL0070 05.11)

Home Insurance

Preamble

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

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

General definitions

Each time the following words or phrases are used in this booklet they will be printed in bold italic type and will have the specific meaning shown, unless more specifically defined under each individual policy section.

Boat(s)

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

Buildings

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

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

Business equipment

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

Contents

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

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

- (vii) Property owned or used for business or professional purposes, other than **business equipment** used solely for clerical or administrative use.
- (iv) Any accessory which is designed to be used with a **motor vehicle**, caravan (touring or static), trailer, aircraft, hovercraft or **boat**.

Excess

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

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

Geographical limits

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

Heave

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

Landslip

means downward movement of sloping ground.

Motor vehicle(s)

means any electrically or mechanically powered vehicle other than

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

Personal belongings

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

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

Personal money

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

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

Precious metals

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

Settlement

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

Subsidence

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

Terrorism

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

Unfurnished

means without enough furniture and furnishings for normal living purposes.

Unoccupied

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

Valuables

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

Water table

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

We, our, us

means Ecclesiastical Insurance Office plc.

You, your

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

Index-linking

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

(a) Buildings insurance

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

(b) Contents and Portable possessions insurance

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

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

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

General conditions

1 Misrepresentation and misdescription

Material misrepresentation misdescription or non-disclosure could result in **your** claim not being paid and/or the policy being cancelled.

Material facts are those which would be likely to influence an insurer's acceptance of a policy.

2 Duty of care

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

3 Other insurances

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

4 More than one property

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

5 Changes to risk

This policy shall become void if there is any alteration after the start of this insurance which increases the risk of loss, damage, accident or liability (unless the alteration has been accepted by **us** in writing).

6 Changes to premium

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

7 Cancelling the policy

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

You have 14 days from receiving the policy to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded.

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

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give **us** notice in writing. As long as **you** have not

made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim then the full annual premium is due.

(c) **Our right to cancel**

We have the right to cancel the policy by giving you seven days' notice in writing sent by special delivery to **your** last known address. If **we** cancel the policy **we** will refund the part of **your** premium which covers the cancelled period.

8 Making a claim

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

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

Riot

Tell **us** within seven days.

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

Tell the police immediately.

Legal liability for injury or damage

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

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

Legal expenses

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

- (ii) **You** must give **us**, at **your** expense, all reasonable details and evidence which **we** ask for.
- (iii) Property damaged beyond repair must be retained and made available for **our** inspection.

9 Fraudulent claims

If any claim on this policy is in any respect fraudulent or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy or if any damage is caused by **your** wilful act or with **your** connivance, all benefit under this policy shall be forfeited.

We retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

10 Arbitration

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

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

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

This condition does not apply to the Legal expenses section.

11 Building works

You must provide **us** with full details of any building work or application of heat processes including restoration, redecoration, repair, maintenance or other similar work:

- where the estimated value of the works is in excess of £25,000, and/or
- before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor or building firm.

We will not cover any loss or damage directly or indirectly caused by or resulting from the work or application of heat process unless **we** have been provided with full details of the work being undertaken and this has been accepted by **us** in writing.

Rights & responsibilities

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

General exclusions

1 Radioactive contamination

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

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

2 War risks

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

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

3 Terrorism

Part A

Property

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

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

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

due to any act of **terrorism**.

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

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

Part B

Third party liability

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

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

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

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

4 Sonic bangs

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

5 Uninsurable risks

We will not cover the following:

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

6 Pollution or contamination

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

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

7 Reduction in market value

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

8 Date recognition

We will not cover loss or damage to any

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

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

9 Indirect loss

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

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

What is covered

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

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

What is not covered

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

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

What is covered

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

7. Water or oil

- (a) escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home including its grounds.
- (b) **we** will also pay up to £1,000 any one claim for decontaminating the grounds of **your** home following escape of oil as described in (a).

8. Water freezing

in any fixed water or heating system in **your** home.

9. Theft or attempted theft

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

11. Falling trees, branches, telegraph poles, lamp posts or pylons

12. Accidental damage

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

What is not covered

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

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

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

Damage to the satellite dish, aerial, wind turbine, solar panel or security equipment itself.

Damage to fences, hedges or gates and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the main building, garage or outbuilding is damaged at the same time).

- (i) Damage caused by any paying guests, tenants or tenants' guests in **your** home.
- (ii) Damage to wind turbines.
- (iii) Damage which is specifically mentioned elsewhere under this section.

This section also covers the following:

What is covered

13. Temporary accommodation and loss of rent

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

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

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

14. Damage to services

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

15. Trace and access

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

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

16. Breakage of glass or sanitary fixtures

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

What is not covered

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

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

What is covered

17. Property owner's liability

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

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

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

18. Damage by emergency services

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

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

19. Selling **your** home

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

What is not covered

Liability arising from the following:

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

Damage caused by police raids.

What is covered

20. Locks & keys

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

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

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

21. Trees, plants and shrubs

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

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

What is not covered

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

Settling claims

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

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

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

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

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

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

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

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

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

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

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

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

What is covered

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

1. Fire, lightning, explosion, earthquake or smoke

2. Storm or flood

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

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

5. Vandalism or malicious acts

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

What is not covered

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

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

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

What is covered

7. Water or oil

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

8. Theft or attempted theft

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

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

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

11. Accidental loss or damage

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

What is not covered

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

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

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

This section also covers the following:

What is covered

12. Temporary accommodation

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

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

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

13. Breakage of glass and mirrors

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

14. Loss of oil, gas and water

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

15. Electrical equipment

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

What is not covered

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

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

Accidental damage to office furniture.

What is covered

16. Freezer contents

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

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

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

17. Contents in the garden

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

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

18. Contents temporarily removed

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

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

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

19. Household removal

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

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

What is not covered

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

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

- (i) Loss or damage by theft unless force was used to get into or out of a building.
 - (ii) **Contents** removed to a furniture warehouse or in commercial storage.
 - (iii) Loss or damage caused by storm or flood to property in the open.
 - (iv) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.
- (i) **Contents** stored in a furniture storage unit for more than seven days unless agreed by **us**.
 - (ii) Loss or damage to **valuables** or cash.
 - (iii) Loss or damage to brittle items unless packed by professional removal contractors.

What is covered

20. Fatal injury benefit

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

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

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

21. Locks and keys

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

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

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

22. Jury service

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

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

23. Warranty replacement

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

24. Title deeds

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

What is not covered

Death caused by any person insured by this policy.

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

What is covered

25. Gifts and family celebrations

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

26. Tenant's liability

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

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

27. Occupier's and personal liability

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

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

What is not covered

Liability arising from the following:

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

What is covered

What is not covered

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

Limits of indemnity applying to paragraph 27

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

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

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

What is covered

28. Unpaid compensation or damages

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

This cover applies as long as:

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

29. Guests' personal belongings

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

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

30. Trees, plants and shrubs

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

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

31. Contents in care homes

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

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

What is not covered

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

Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for

- (i) household linen and clothing where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including household linen and clothing) where **we** will pay the cost of restoring or repairing the item.

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

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

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

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

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

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

3 Portable possessions

(Your schedule will show if this section applies)

What is covered

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

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

What is not covered

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

Settling claims

At **our** option **we** will either replace or pay the cost of replacing the item as new except for

- (i) clothing, where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including clothing) where **we** will pay the cost of restoring or repairing the item.

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

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

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

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

4 Personal money

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

What is covered

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

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

What is not covered

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

Settling claims

We will pay the amount of the loss.

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

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

5 Touring caravans

(Your schedule will show if this section applies)

Definition

Touring caravan

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

What is covered

1. Accidental loss or damage

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

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

2. Recovery and delivery

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

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

What is not covered

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

What is covered

3. Third party liability

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

We will provide this cover for liability arising from:

- accidental bodily injury including death, disease or illness;

or

- accidental damage to property

happening in the **geographical limits**.

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

What is not covered

Liability arising from the following:

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

Settling claims

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

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

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

Our liability under this section will then end.

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

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

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

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

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

What is covered

1. Accidental loss or damage

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

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

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

What is not covered

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

What is covered

2. Third party liability

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

We will provide this cover for liability arising from:

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

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

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

What is not covered

Liability arising from the following:

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

Settling claims

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

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

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

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

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

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

7 Legal expenses (This section automatically applies)

Guidance note

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

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

0117 934 2104

DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice.

If your dispute needs to be dealt with as a claim under this section, DAS will give you a reference number. At this point DAS will not be able to tell you whether you are covered but they will pass the information you have given them to their claims handling teams and explain what to do next.

If you prefer to report your claim in writing, you can send it to:

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

Or you can email your claim to newclaims@das.co.uk

It is most important that you let DAS know as soon as possible if any problems arise which may result in a claim under this section.

Definitions

Costs and expenses

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

Countries covered

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

DAS

DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to a **representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

Date of occurrence

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

Period of insurance

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

Preferred law firm

A law firm or barristers' chambers **DAS** choose to provide legal services. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

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

Representative

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

What is covered

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

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

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

- (a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- (b) the most **we** will pay in **costs and expenses** if **you** do not use a **preferred law firm** is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm**

What is not covered

In the event of a claim, if you decide not to use the services of a **preferred law firm**, **you** may be responsible for the difference in costs between what **we** would have paid a **preferred law firm** and the costs charged by **your** law firm, accountant or other suitably qualified person.

What is covered

- (c) in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- (d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

1. Employment disputes

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

2. Contract disputes

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

Provided that:

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

What is not covered

A claim relating to the following:

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

A claim relating to the following:

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

What is covered

3. Personal injury

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

4. Clinical negligence

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

5. Property protection

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

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

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

What is not covered

A claim relating to the following:

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

A claim relating to the following:

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

(1) A claim relating to:

- (i) a contract entered into by **you**
- (ii) any building or land other than **your** main home
- (iii) someone legally taking **your** material property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority
- (iv) work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage
- (v) mining subsidence
- (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or for which **you** are trying to take possession following at least ten years of occupancy)
- (vii) the enforcement of a covenant by or against **you** (a covenant is a clause in a contract, such as a deed or transfer, relating to **your** property).

(2) Defending a claim relating to an event that causes physical damage to material property but defending a counter-claim is covered.

(3) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **DAS** accept the claim.

What is covered

6. Tax protection

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

7. Jury service and court attendance

Your absence from work:

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

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

8. Legal defence

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

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

What is not covered

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

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

A claim related to the following:

- (i) Parking or obstruction offences
- (ii) Driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

Exclusions

We will not pay for the following:

- 1** A claim where **you** have failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
- 2** **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- 3** Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
- 4** Any legal action **you** take that **DAS** or the **representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **representative**.
- 5** Any claim where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
- 6** Any claim relating to written or verbal remarks that damage **your** reputation.
- 7** A dispute with **DAS** or **us** not otherwise dealt with under policy condition 7.
- 8** **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

Conditions

- 1**
 - (a) On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer as **your representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - (b) If the appointed **preferred law firm** or **DAS's** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **representative**.
 - (c) If **you** choose a law firm as **your representative** who is not a **preferred law firm**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the reasonable amount incurred taking into account what **we** would have paid to a **preferred law firm**.
 - (d) The **representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
- 2**
 - (a) **You** must co-operate fully with **DAS** and the **representative**.
 - (b) **You** must give the **representative** any instructions that **DAS** ask **you** to.
- 3**
 - (a) **You** must tell **DAS** if anyone offers to settle a claim, **you** must not negotiate or agree to a settlement without the written consent of **DAS**.
 - (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
 - (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim in **your** name. **You** must allow **DAS** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help they need to do this.
 - (d) Where settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

- 4 (a) **You** must instruct the **representative** to have **costs and expenses** taxed, assessed or audited, if **DAS** ask for this.
(b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
- 5 If the **representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **representative** without good reason, the cover **we** provide will end immediately, unless **DAS** agree to appoint another **representative**.
- 6 If **you** settle or withdraw a claim without the agreement of **DAS**, or do not give suitable instructions to the **representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.
- 7 If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.
- 8 **DAS** may require **you** to get, at **your** own expense, an opinion from an expert that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
- 9 You must:
 - (a) keep to the terms and conditions of this section
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **DAS** ask for in writing, and
 - (e) report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.
- 10 Anyone claiming under this section must have the agreement of the person(s) named as insured in the schedule to claim.
- 11 This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

8 Home emergency (This section automatically applies)

Guidance note

The cover under this section has been arranged by us and Home 3 Assistance Limited (Home 3).

Home 3 Assistance Limited
1 Future Walk
West Bars
Chesterfield S49 1PF

To make a claim under this section, please phone Home 3 on the following 24 hour claims service number:

0800 169 6741

Home 3 records all phone calls from policyholders and other consumers.

Definitions

Approved contractor

means a tradesperson authorised in advance by **us** to carry out repairs.

Call out charges

means the **approved contractor** labour charges and repair materials up to the limits of cover as shown in **your** schedule.

Emergency, emergencies

means the result of a sudden and unforeseen incident at the **property** which immediately:

1. exposes **you** or a third party to a risk to their health or
2. creates a risk of loss or damage to the **property** or
3. renders the **property** unfit for people to live in.

Emergency repair(s)

means work undertaken by an authorised **approved contractor** to resolve the **emergency** by completing a **temporary repair**.

Permanent repair

means repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

Pests

means brown rat, black rat, house mouse, field mouse, wasps nest, hornet's nest.

Property, home

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

Temporary Repair

means a repair that will resolve an **emergency** but will need to be replaced by a **permanent repair**.

Your benefits

1. **We** will provide a 24 hour claims service helpline for **you** to report **your emergency**.
2. **We** will arrange for an **approved contractor** to come to **your home** and carry out **emergency repairs** that are immediately necessary to:
 - (i) protect **you** against risk to **your** health.
 - (ii) prevent a risk of loss or damage to the **property**.
 - (iii) make **your property** safe and habitable.
3. **We** will provide assistance for **emergencies** relating to:
 - (a) Plumbing and drainage – the sudden or unexpected failure of, or damage to, the plumbing and drainage system which will result in internal water damage to **your property**. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes (if there is only one toilet in the **property**) or leaking radiators.
 - (b) Electrical / Gas supply – the sudden, unexpected failure or breakdown of the electricity (or one phase thereof) or gas supply within **your property**.
 - (c) Security and glazing – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered **your property** insecure.
 - (d) Roof – damage to the roof of **your home** caused by storm or fallen trees and branches.
 - (e) **Pests** – problems with **pests** in **your home** including cellars and adjoining outbuildings. In respect of wasps and hornet's nests the cover extends to the garden of **your home**.
 - (f) Primary heating system – the complete failure or breakdown of either the heating and/or hot water supply provided by **your** primary heating system.
 - (g) Cooking system - The total failure of the sole permanent means of cooking in **your home**.
4. In the event of an **emergency**, **we** will carry out an **emergency repair**. **We** will not cover any other repair work, including any work required to restore **your property** to its original condition prior to the **emergency**.

Conditions

Your cover under this section depends on the following conditions:

1. No costs for repairs are payable under this section, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number and **we** have authorised the deployment of an **approved contractor** in advance.
2. **You** must provide all the documents **we** ask for, including identification to **our** nominated agents and receipts for any expenses claimed under this section.
3. **We** will be entitled to decide on the most appropriate way to provide **you** with help, although **we** will take account of **your** wishes wherever possible.

Limits of cover

We will arrange and pay for **emergency** assistance of up to £500 per claim including parts, labour and materials and VAT to carry out an **emergency repair**. Alternatively, if at a similar expense, **we** may decide to carry out a **permanent repair**.

Every effort will be made to provide **you** with the **emergency** assistance described in this section. However, there may be times when it is not possible to arrange assistance due to circumstances beyond **our** control, for which **we** cannot be held liable.

Emergency accommodation

In the event of the **property** becoming uninhabitable and remaining so overnight, **we** shall at **your** request arrange and pay up to £100 (Including VAT) toward:

- (i) **your** overnight accommodation and/or
- (ii) transport to such accommodation.

Exclusions

We will not be liable for any of the following:

1. any leaking or dripping tap that requires re-washing or replacing.
2. external overflows or replacement of cylinders, tanks, radiators and sanitary ware.
3. burst or leaking flexible hoses or leaking washing appliances that are fitted with a stop tap.
4. external water supplies.
5. replacement of light bulbs and fuses in plugs.
6. loss of keys for outbuildings, garages and sheds.
7. breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment.
8. damage to boundary walls, hedges, fences or gates.
9. water supply pipes that **you** are not responsible for.
10. boilers or heating systems over 15 years old.
11. failure of boilers or heating systems that have not been maintained, inspected or serviced by an approved contractor in line with the manufacturer's instructions.
12. the replacement cost of **your** boiler if it is uneconomical to repair.
13. **emergencies** where an alternative means of heating/preparing food is available.
14. expenses not supported by valid receipt.
15. loss or damage arising from circumstances known to **you** prior to the start date of this section.
16. the cost of replacement parts due to natural wear and tear.
17. loss or damage however caused to the contents of the **property** or personal items such as paintings, electrical goods, jewellery, clothing etc.
18. loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
19. the cost of any work, which was carried out without **our** approval, including any cost relating to the attempted repair by **you** or **your** own contractor.
20. any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
21. any **emergency** in a **property** that has been continuously **unoccupied** or **unfurnished** for more than 60 days.

22. any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective material or river or coastal erosion.
23. obsolete or unobtainable parts due to the age of **your** boiler or heating system.
24. the cost of repair to swimming pools and any decorative features such as hot tubs, fountains or ponds, and all associated plumbing and filtration systems.
25. any repair or replacement of flexible cable.
26. callout charges where there is no **emergency** or where no fault is found.

Making a claim

Before requesting assistance and making a claim, please check that the circumstances are covered by this section.

If **you** experience an **emergency** at **your property** please telephone the 24 hour claims service number quoting the **property** address and provide details of the problem. **We** will then aim to arrange for a suitable **approved contractor** to visit the **property**, as agreed with **you** and the **approved contractor**, to make an **emergency repair**.

You should contact **your** supply company and/or the public emergency services if **you** have a major emergency that puts someone in danger, which could result in personal injury or in serious damage to property.

If **you** need to claim for expenses **you** have paid, and which are covered under this section, **you** will need to request a claim form to fill in and return to **us**. All claims and supporting documents must be received within six months of the **emergency**. Please remember to include all the documents that **we** ask for, including receipts for any expenses claimed for. If **you** do not, **we** will not be able to process **your** claim until **we** have received them. If **we** have received all the documents that **we** need, **we** aim to process these claims within 14 days.

General information

Complaints procedure

If you have any reason to complain about the advice or service you've received please contact us as soon as possible.

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

Ecclesiastical Insurance Office plc
Beaufort House
Brunswick Road
Gloucester
GL1 1JZ

Tel: 0845 777 3322

Fax: 0845 604 4486

Email: complaints@ecclesiastical.com

If you are not satisfied with the response please contact the Group Compliance Officer using the contact details above.

Our promise to you

We will aim to resolve your complaint within one business day.

If this is not possible:

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ecclesiastical.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: 0800 0 234 567 or 0300 123 9123

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

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

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider goes bust.

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

You can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, write to the address below or visit the website - www.fscs.org.uk

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London
E1 8BN.

* The FSCS can only pay compensation for customers of financial services firms authorised by the FSA.

Notes

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

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

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

www.fsa.gov.uk/pages/register

**or by contacting the FSA on
0845 606 1234**



Beaufort House, Brunswick Road,
Gloucester GL1 1JZ

Ecclesiastical Insurance Office plc. (EIO) Reg. No. 24869. This company is registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. EIO is authorised and regulated by the Financial Services Authority and is a member of the Financial Ombudsman Service and Association of British Insurers.