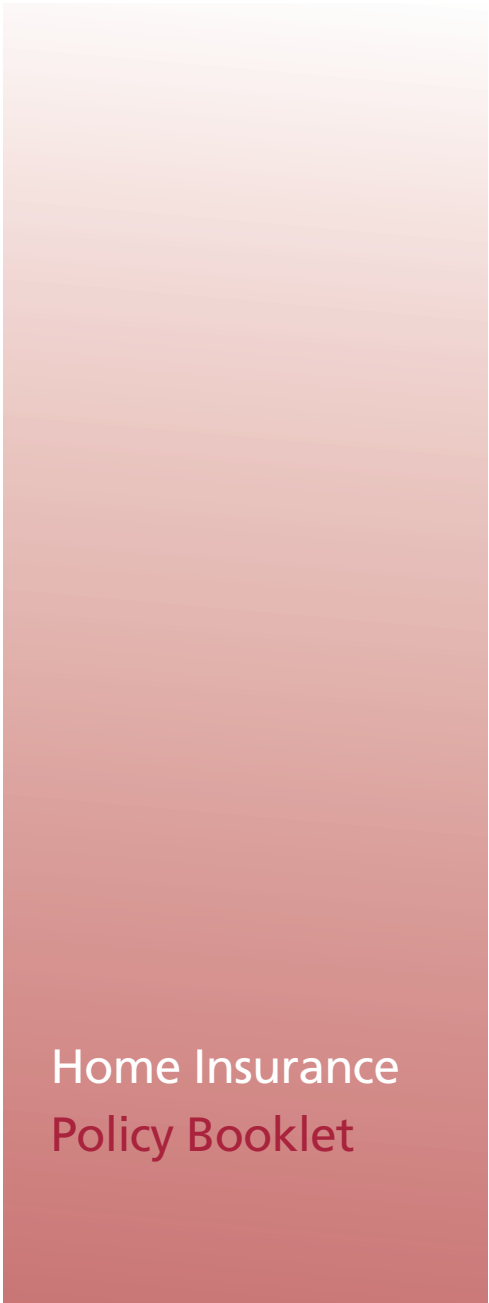




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Home Insurance Policy Booklet

Home Insurance Policy

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Helpline Services

Provided by DAS Assistance Limited.

DAS provide these services 24 hours a day, seven days a week during the period of insurance. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve their service standards, DAS record all calls, other than for the Counselling service.

When phoning, please tell DAS **your** policy number or the name of the scheme **you** are in.

PLEASE DO NOT PHONE DAS TO REPORT A GENERAL INSURANCE CLAIM.

Eurolaw Legal Advice Service

DAS will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice Service

DAS will give **you** confidential advice over the phone on personal tax matters.

Health and Medical Information Service

DAS will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on self-help groups and hospital waiting lists.

FOR THE FOLLOWING FOUR ASSISTANCE SERVICES, YOU WILL BE RESPONSIBLE FOR PAYING THE COSTS FOR THE HELP PROVIDED.

Domestic Assistance Service

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

Veterinary Assistance Service

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

Childcare Assistance Service

DAS will arrange help following an emergency (such as illness or injury to **you**) if a regular childminder cannot attend or **you** have to leave children at home unexpectedly.

Home Assistance Service

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.

Counselling

DAS will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

TO CONTACT THE COUNSELLING SERVICE PHONE 0117 934 2121
FOR ALL THE OTHER HELPLINE SERVICES PHONE 0117 934 0553

DAS will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

Introduction

THIS IS **YOUR** INSURANCE POLICY. It is a contract of insurance between **you** and **us**, and is made up of this booklet and **your** Schedule. It is based on the statements and information **you** gave to **your** intermediary or the information that was given on **your** behalf when **you** applied for the insurance. That information may have been given on a proposal form or a statement of fact. **We** used this information to assess the cover **we** would provide for **you** and to set the premium and policy conditions **we** need for that cover.

If **you** filled in a proposal form, **we** or **your** intermediary will send **you** a copy of it if you request it. If **you** did not fill in a proposal form **you** should already have a copy of all the information **you** gave **us**. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave is wrong.

You should read this Policy booklet and **your** Schedule together. Please check them carefully to make sure they give **you** the cover **you** want. If **your** needs change or any of the information on which the contact is based, **we** might need to alter the schedule. Under the policy conditions **you** must tell **us** via **your** intermediary about any changes. **We** will update the contract every time **we** agree to an alteration. **You** will be given a new Schedule each time **we** renew the contract or make an alteration. If **you** ask **you** will be sent a new Policy booklet when **you** renew **your** Policy.

We agree to insure **you** under the terms and conditions set out in this Policy booklet under the sections shown in the Schedule for **loss**, damage, injury or liability that happens during the period of insurance. The Schedule tells **you** which sections of this Policy booklet apply. Opposite each heading of cover on those pages **you** will find some exclusions which tell **you** what is not insured under this heading. There are also some general exclusions on Pages 7 and 8 that apply to all of the contract of insurance.

You agree to pay the premium and keep to the conditions of the Policy.

This insurance is arranged by Axiom Underwriting on behalf of Great Lakes Reinsurance (UK) PLC. FSA Registration Number 202715.

Thank you for choosing Axiom Underwriting.

Cancellation Rights

You will for a period of 14 days from the date you receive your Policy documentation, have a right to cancel this Policy and receive a refund. This refund will be subject to a charge for the period of cover you have received, plus our reasonable administration charges. To exercise your right to cancel you must contact your intermediary.

Financial Services Compensation Scheme (FSCS)

All Axiom Underwriting policies issued for individual customers or 'small businesses' are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that your insurer cannot meet its obligations (e.g. if it goes out of business or into liquidation or is unable to trade).

Further information about compensation scheme arrangements is available from the FSCS. (telephone number 0207 892 7300)

Law Applicable to the contract

The Law of England and Wales will apply to this contract unless:

You and we agree otherwise; or at the date of the contract, you are a resident of Scotland, the Channel Islands or the Isle of Man, in which case the law of that country will apply.

As part of Axiom's ongoing commitment to customer service, telephone calls to the Company may be recorded.

Complaints Procedure

At Axiom Underwriting we aim to provide insurance cover and service of the highest standards.

However, we accept that things can go wrong, and would rather be told about any difficulties than have a dissatisfied client.

If you feel that we have been unreasonable in any aspect of the handling of your insurance, we would encourage you, in the first instance, to press the matter strongly with your intermediary, to make sure that appropriate representations have been made on your behalf. In the event that you are unable to obtain satisfaction, please get in touch by writing to: The Managing Director, Axiom Underwriting, The Rose Barn, Langley Park Farm, Sutton Road, Maidstone, Kent, ME17 3NQ and explain why you think you have been unfairly treated. We will then ensure that your complaint receives personal attention.

If you are still unhappy with any issue connected with the handling of your insurance Policy or claim then you should direct your enquiry to: The Compliance Officer, Great Lakes Reinsurance (UK) PLC, 1 Minster Court, Mincing Lane, London EC3R 7YH.

Tel: 0207 929 2893 Fax: 020 7626 0371

In the event that you remain dissatisfied and wish to make a complaint, you can also contact:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800.

Any decision made by the Financial Ombudsman Service is only binding on the insurer, and you remain free to take action in the Courts should you choose to.

These arrangements for the handling of complaints are entirely without prejudice to your rights in English law, and you are free at any time to seek legal advice and take legal action.

General Exclusions

This policy does not provide any cover in respect of:

1. **Radioactive contamination**
Damage to any property or any resulting loss or expense or any consequential loss or any legal liability 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 of such assembly.
Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
2. **War and similar risks**
Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection or military or usurped power.
3. **Sonic bangs**
Damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. **Seizure or confiscation**
Loss or damage to any property arising from nationalisation, confiscation, requisition or destruction of any property by or under the order of any government or public or local authority.
5. **Theft/Wilful damage**
Any act of theft, or wilful or deliberate or malicious damage by you or members of your family, or by any tenant or sub-tenant of yours or any member of such tenant's or sub-tenant's family.

General Exclusions

6. Pre-existing damage

Any **loss** or damage occurring before the start date of the first period of insurance.

7. Market value

Any **loss** in market value of any property following its repair or reinstatement.

8. Other insurances

Property more specifically covered by another policy of insurance.

9. Date recognition

Loss or damage or any expense, consequential **loss** or legal liability (other than liability to **your** domestic employees) directly or indirectly caused by or contributed to, by or arising from:

a) the failure of the programming of a computer chip or computer software to recognise any year or to function correctly to a true calendar date

b) computer viruses;
but this shall not exclude subsequent **loss** or damage or any expense, consequential **loss** or legal liability not otherwise excluded which itself results from the operation of an insured cause.

10. Terrorism

Any **loss**, damage, cost or expense directly or indirectly arising out of biological or chemical contamination due to any act of terrorism regardless of any other cause or event contributing at the same time or in any sequence of **loss**.

For the purpose of this exclusion an act of 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, 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.

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 chemical and/or biological substances.

However, this shall not exclude subsequent **loss** or damage or any expense, consequential **loss** or legal liability not otherwise excluded which itself results from the operation of an insured event.

11. Pollution

Loss including any **loss** of value, damage, injury or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a period of cover provided by this Policy or was a deliberate act or was expected and not the result of a sudden and unforeseen incident.

12. Gradually operating cause

Loss or damage due to any gradually operating cause.

General Conditions (see also Claim Conditions on pages 33 & 34)

1. Reasonable Care

a) Material Property

You must maintain the **buildings** and all other services at the address(es) specified in the Schedule of this Policy in a good state of repair.

b) Liability

You must take all reasonable steps to avoid, prevent or minimise any loss, damage, injury or accidents.

2. Change in circumstances

You must inform **your** intermediary in writing without delay if any of the information which **you** have given **us** about **you** or **your** property changes.

If there is any change in the information that **you** have given **we** may revise the terms and conditions of the Policy with effect from the date of the change.

Failure to notify **us** of any change may result in the Policy being declared void.

3. Insurable Interest

The insurable interest in this insurance shall not be transferred without our written consent.

4. Cancellation

You may cancel this Policy by giving 14 (fourteen) days' notice in writing to **your** intermediary. There will be no refund of premium if a claim is made relating to the current period of insurance; but otherwise a proportionate refund of premium paid will be made.

We may cancel this Policy by giving 14 (fourteen) days' notice in writing to **your** last known postal address (see also Cancellation Rights on page 5).

5. Legal Jurisdiction

The legal jurisdiction by which this Policy shall be governed is set out below, and only courts in the relevant territory shall have jurisdiction in any dispute arising:-

a) if **you** are not resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, the laws that will apply are the laws of England and Wales; but

b) if **you** are resident in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the laws that will apply are the laws of the country of residence.

6. Rights of Third Parties

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

7. Data Protection Act

We may use information **we** hold about **you** to contact **you** about **your** insurance.

Information may be used by **us** and **our** agents and service providers acting under **our** instruction for the purpose of arranging and handling **your** insurance Policy, and to make sure that claims are settled effectively.

We may use information for research, marketing or statistical purposes. **We** will not use **your** Information or pass it on to any other person for the purposes of marketing further products or services to **you**.

You should ask for the permission of anyone who has an interest in property insured under the Policy for **us** to use information in this way.

You can ask **us** for more information about this.

Definitions

Wherever the following words or phrases appear in the Policy in **bold type**, they have the meanings shown below:-

accidental damage unexpected and unintended damage caused by sudden and external means

buildings the structure of **your** home and its garages and other domestic outbuildings; permanently installed fixtures, fittings, decorations, oil-tanks, swimming-pools; walls, gates, fences, paved paths and terraces, patios, drives - all situated on the same site at the address specified in the schedule. Unless otherwise stated in the schedule, the main dwelling of the home must be built of brick, stone or concrete, and roofed with slates, tiles, concrete or metal, except that up to 20% of the total roof area may be bituminised felt or similar permanent deck. Satellite dishes, aerials and masts are deemed to be **contents** and are excluded (covered under the **contents** section)

contents household goods, personal possessions and tenant's fixtures and fittings all belonging to **you** or for which **you** are legally responsible, including

- **homeworking office equipment** up to £5,000 limited to £1,500 in respect of any one item
- **valuables** but not exceeding £1,500 in respect of any one item, nor 33.3% of the sum insured as shown on the Schedule in respect of all **valuables** in total
- stamp, coins and medal collections and other property forming part of a collection up to £2,000 in aggregate value
- satellite dishes, aerials and masts fixed to your buildings
- deeds, certificates, bonds and other documents and manuscripts, but only for the value of the materials as stationery together with the cost of clerical labour in re-writing them, and not for the value to **you** of the information contained in them
- **personal effects** (other than **money**) of persons visiting **you** with **your** consent up to £250 per person, provided that such effects are not otherwise insured by the visitor or guest
- **contents** in outbuildings up to £3,000

UNLESS any of these limitations are shown as amended in **your** Policy's Schedule or by endorsement

BUT EXCLUDING

- landlord's fixtures and fittings
- motorised vehicles (other than unlicensed invalid wheelchairs and mobility chairs or domestic gardening equipment); caravans; trailers; aircraft or anything for manned flight; watercraft; including surfboards and windsurfers or accessories or parts for, and whilst in or on, any of them
- animals
- property and tools used for business purposes other than **homeworking office equipment** up to £5,000
- property insured by any other Section of this Policy or otherwise more specifically insured
- any amount greater than £3,000 for insured **loss** or damage which occurs in or from an outbuilding at **your** home.

Definitions

excess the first monetary amount of a claim which **you** are required (or may elect) to pay, after the final agreed value of the claim has been established.

homeworking office equipment any office equipment or furniture used for or in connection with **your** business or profession.

index-linked a monthly adjustment, which **we** calculate, in a sum insured based on the latest percentage change in, for Section 1, the Building House Cost Index prepared by the Royal Institution of Chartered Surveyors, and for Section 2, the Household Goods section of the General Index of Retail Prices. **We** do not alter the premium during the currency of the insurance, but recalculate the annual premium at each renewal date using the most recently adjusted sum insured.
*(Please note that an **index-linked** sum insured is not necessarily an adequate one).*
*NB. If the premium for Section 2: Contents is based on the number of bedrooms in the **buildings**, the Section 2 sum insured will not be **index-linked**.*

loss, lost accidental **loss** or total destruction.

money the following items belonging to **you** or for which **you** are legally responsible, and held by **you** for social or domestic purposes: bank or currency notes; coins and postage stamps not forming part of a collection; crossed, uncrossed, giro or traveller's cheques; postal or **money** orders; travel or season tickets; banker's drafts; bills of exchange; promissory notes; share, stock or bond certificates; gift tokens or trading stamps; luncheon vouchers; savings stamps, certificates or bonds.

personal effects items of a personal nature normally worn, used or carried by **you** in **your** daily life which **you** own or for which **you** are responsible. Excluding Money, Credit Cards, securities and pedal cycles valued in **excess** of £500.

unfurnished insufficiently furnished for normal habitation.

unoccupied not having been lived in for a period exceeding 30 (thirty) consecutive days.

valuables jewellery, watches, furs, curios, works of art, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them; collections or sets of objects whose value lies in the existence of the collection or set rather than in an individual item of it.

we, us, our Axiom Underwriting Agency Limited on behalf of Great Lakes Reinsurance (UK) PLC

you, your the insured person(s), being the person stated in the schedule and any member of his family permanently living with him.

Section 1 : Buildings

What is insured - your buildings	
Where they are insured the address(es) specified in the Schedule	
What we insure against loss or damage caused by the following causes:-	What is not insured see also General Exclusions on pages 9-10
1. Fire, lightning, explosion, earthquake or smoke	a) an excess of £50 b) loss or damage by smoke from any gradually operating cause
2. Escape of oil from any fixed heating installation	a) an excess of £50 b) loss or damage arising from any gradually operating cause
3. Escape of water from, and frost damage to, fixed water tanks (including domestic fish tanks), appliances or pipes.	a) an excess of £50 b) loss or damage arising: i) while the buildings are unoccupied ii) from subsidence, ground heave or landslip c) damage to hot tubs and jacuzzis
4. Storm, flood or weight of snow	a) an excess of £50 b) loss or damage to gates, fences and swimming pool covers c) loss or damage caused by weight of snow to garages, extensions and outbuildings which are not fully enclosed or have a plastic or glass roof or are of non standard construction. d) damage by frost, subsidence, heave or landslip
5. Falling trees, branches, telegraph-poles or lamp-posts. We will also pay for the cost of removal of fallen trees or branches where they have caused insured damage to your buildings	a) an excess of £50 b) loss or damage i) to gates or fences ii) arising from the felling or lopping of trees
6. Falling aerials or satellite dishes, their masts or fittings	a) an excess of £50 b) loss or damage to the aerials, dishes, masts or fittings themselves
7. Collision involving aircraft or other aerial devices or anything dropped from them, or involving any vehicle, train or animal owned by you .	a) an excess of £50 b) loss or damage caused by domestic pets owned by you .

Causes	Exclusions
8. Riot, civil commotion, labour or political disturbances	a) an excess of £50
9. Malicious acts or vandalism	a) an excess of £50 b) loss or damage i) caused by your tenant, guest or visitor ii) arising while the buildings are unoccupied
10. Theft or attempted theft	a) an excess of £50 b) loss or damage i) if you have loaned, lent, let or sub-let any part of the buildings unless the thief has used force and violence to get into or out of the buildings ii) arising while the buildings are unoccupied iii) by deception unless the only deception practised is to gain entry to your home
11. Subsidence or heave of the site on which the buildings stand, or landslip	a) an excess of £1,000 b) loss or damage i) to gates, fences, garden walls, paved paths, terraces, patios, drives, oil tanks or swimming pools unless the main dwelling of your home or its domestic outbuildings are damaged by the same cause at the same time ii) arising from faulty workmanship or design, or from defective materials having been used iii) caused by riverbank or coastal erosion iv) arising from the buildings undergoing structural alteration or repair, extension or demolition v) to solid floor slabs, or resulting from their movement, unless the foundations beneath the external walls of the buildings are damaged by the same cause at the same time vi) caused solely by normal settlement or bedding-down of new structures, or the settlement or movement of made up ground

Section 1 : Buildings

Causes	Exclusions
<p>12. Accidental damage to buildings, but only if this cover is stated in the Schedule as being operative</p>	<p>a) an excess of £50</p> <p>b) any costs of maintenance upkeep or decoration</p> <p>c) anything excluded or insured under the causes 1 to 11 above and 13 & 14 below</p> <p>d) damage</p> <p>i) caused by wear and tear, gradual deterioration, atmospheric or climatic conditions, vermin, insects, woodworm, wet or dry rot, mildew, fungus, damp, corrosion or the action of light</p> <p>ii) caused by domestic pets owned by you</p> <p>iii) during cleaning, heating, drying, dyeing, maintenance, alteration or repair</p> <p>iv) arising while the buildings are unoccupied, loaned, lent, let or sub-let</p> <p>v) arising from faulty workmanship or design, or from defective materials having been used</p> <p>vi) to hot tubs and jacuzzis</p> <p>vii) arising from the alteration or extension of the buildings</p>
<p>13. MAINS SERVICES</p> <p>Accidental damage to underground service pipes, cables, ducts or conduits supplying your home, including sewers or drains or their inspection covers, which belong to you or for which you are legally responsible</p>	<p>a) an excess of £50</p> <p>b) damage caused solely by any gradually operating cause.</p>
<p>14. GLASS & SANITARY FITTINGS</p> <p>Accidental breakage of fixed glass, solar panels, ceramic hobs or fixed sanitary ware</p>	<p>a) an excess of £50</p> <p>b) breakage</p> <p>i) if you have loaned, lent, let or sub-let any part of the buildings</p> <p>ii) arising while the buildings are unfurnished</p>

Causes	Exclusions
<p>15. LOSS OF RENT/ALTERNATIVE ACCOMMODATION</p> <p>Following insured loss or damage by causes as described in 1 to 14 above, for as long as the buildings are uninhabitable:</p> <ul style="list-style-type: none"> • rent (including up to two years' ground rent) payable to you which you are unable to recover from any other source, or • necessary costs of comparable alternative accommodation for, and incurred by you 	<p>any amount greater than 20% of the sum insured by this Section</p>
<p>16. PROFESSIONAL FEES AND COSTS</p> <p>Reasonable additional costs and expenses necessarily incurred with our prior consent</p> <ul style="list-style-type: none"> • in debris removal, shoring up or propping • as professional fees payable to architects, surveyors or consulting engineers for work in connection with repair or reconstruction of the buildings • in complying with government or local authority requirements or regulations 	<p>fees or expenses charged for making a claim</p> <p>costs or expenses arising under requirements or regulations which you were given notice of before the loss or damage occurred</p>
<p>17. PURCHASER'S COVER</p> <p>The interest of a contracting purchaser of the buildings in respect of loss or damage caused by causes 1 to 13 which occurs between exchange of contracts and completion, but only if the purchaser is not covered by any other insurance and subject to the purchase being completed</p>	
<p>18. DAMAGE CAUSED BY EMERGENCY SERVICES</p> <p>We will pay for damage to your buildings caused by the Emergency services if they cause damage while getting into your home to deal with an emergency</p>	

Section 1 : Buildings

Causes	Exclusions
<p>19. TRACE AND ACCESS</p> <p>We will pay the reasonable costs you have to pay to find where water is leaking from, including the cost of repairs to walls, floors or ceilings. You must get our agreement before work starts in order to receive this benefit</p>	<p>any amount exceeding £2500</p>
<p>20. PROPERTY OWNERS LIABILITY</p> <p>If during the period of insurance you accidentally cause:</p> <ul style="list-style-type: none"> physical injury (including death or illness) to someone who is neither a member of your family nor employed by you, or loss of or damage to property not belonging to you nor in your custody or control, we will cover you against the damages and claimant's costs and expenses which a court of law in the United Kingdom would or does find you legally liable to pay, but only as the property owner of the buildings or the site on which they stand. <p>The maximum amount we will pay arising out of any one such accident or incident is £2,000,000. We will also pay any of your legal costs and expenses as defendant that we approved before they were incurred.</p> <p>If you die, we will cover your personal representatives against any liability for which we were already covering you while alive.</p>	<p>We will not cover you against liability arising directly or indirectly</p> <ol style="list-style-type: none"> from you owning or using or being responsible for <ul style="list-style-type: none"> any aircraft, hovercraft or watercraft any caravan, trailer or motorised vehicle any animal from your job or while you are carrying on any business or profession, except to the extent that your ownership of the buildings may be considered to be a business from you accepting an obligation as part of an agreement or contract which you would have avoided if you had not entered into that agreement or contract from pollution or contamination of any kind unless caused by a sudden, identifiable, unintended and unexpected accident which occurs in its entirety at a specific moment in time during the period of insurance by this Policy. We shall treat all pollution or contamination which arises out of one such accident as having happened at the time the accident occurs from being the owner of any property or land other than <ul style="list-style-type: none"> your buildings, or any private dwelling you used to own and occupy but no longer do, provided that your liability arises solely because of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises of the Defective Premises (Northern Ireland) Order 1975, and no other insurance covers the liability

IMPORTANT NOTE

If you insure Section 1, you are covered to the extent described in 20. above in respect of your legal liability as the property owner for third party accidental bodily injury or property damage. Please see Section 2 (if insured) on page 23 for a full description of the indemnity given against liability you may incur as an occupier, a private person, a private employer or a tenant.

Section 2 : Contents

What is insured - your contents	
<p>Where they are insured</p> <p>within the building(s) at the address(es) specified in the Schedule</p>	
<p>What we insure against</p> <p>loss or damage caused by the following causes:-</p>	<p>What is not insured</p> <p>see also General Exclusions on pages 9-10</p>
1. Fire, lightning, explosion, earthquake or smoke	<ol style="list-style-type: none"> an excess of £50 loss or damage by smoke from any gradually operating cause
2. Escape of oil from any fixed heating installation	<ol style="list-style-type: none"> an excess of £50 loss or damage arising from any gradually operating cause
3. Escape of water from fixed water tanks (including domestic fish tanks) appliances and pipes	<ol style="list-style-type: none"> an excess of £50 loss or damage arising <ol style="list-style-type: none"> while the buildings are unoccupied from subsidence, ground heave or landslip
4. Storm, flood or weight of snow	<ol style="list-style-type: none"> an excess of £50
5. Falling trees, branches, telegraph-poles or lamp-posts	<ol style="list-style-type: none"> an excess of £50 loss or damage arising from felling or lopping of trees or branches
6. Falling aerials, satellite dishes, their masts or fittings	<ol style="list-style-type: none"> an excess of £50
7. Collision involving aircraft or other aerial devices or anything dropped from them, or involving any vehicle, train or animal owned by you	<ol style="list-style-type: none"> an excess of £50 loss or damage caused by domestic pets
8. Riot, civil commotion, labour or political disturbances	<ol style="list-style-type: none"> an excess of £50
9. Malicious acts or vandalism	<ol style="list-style-type: none"> an excess of £50 loss or damage <ol style="list-style-type: none"> caused by your tenant, guest or visitor arising while the buildings are unoccupied

Section 2 : Contents

Causes	Exclusions
10. Theft or attempted theft	<ul style="list-style-type: none"> a) an excess of £50 b) loss or damage <ul style="list-style-type: none"> i) if you have loaned, lent, let or sub-let any part of the buildings unless the thief has used force and violence to get into or out of the buildings ii) arising while the buildings are unoccupied iii) by deception unless the only deception practised is to gain entry to your home
11. Subsidence or heave of the site on which the buildings stand, or landslip	<ul style="list-style-type: none"> a) an excess of £50 b) loss or damage arising from or caused by <ul style="list-style-type: none"> i) faulty workmanship or design, or defective materials having been used ii) riverbank or coastal erosion iii) the buildings undergoing structural alteration or repair, extension or demolition iv) normal settlement or bedding-down of new structures, or the settlement or movement of made-up ground
12. Accidental damage by external and visible causes to any item of television, video, DVD, audio or personal computer equipment (including indoor aerials) owned by you	<ul style="list-style-type: none"> a) an excess of £50 b) damage <ul style="list-style-type: none"> i) caused by wear and tear, gradual deterioration, atmospheric or climatic conditions, vermin, insects, woodworm, wet or dry rot, mildew, fungus, damp, corrosion or the action of light or any other gradual operating cause ii) caused by domestic pets owned by you iii) during cleaning, heating, drying, dyeing, maintenance, alteration or repair iv) caused by mechanical or electrical breakdown, faulty or defective design, workmanship or materials, or use not in accordance with the manufacturer's instructions v) caused during any process of repair, maintenance, cleaning, dismantling, drying, dyeing, heating, washing or renovation vi) to films, records, audio or video or computer tapes, cassettes or discs vii) arising while the buildings are unoccupied, loaned, lent, let or sub-let viii) video cameras and accessories ix) hearing aids

Causes	Exclusions
13. Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture	<ul style="list-style-type: none"> a) an excess of £50 b) breakage arising while the buildings are unoccupied
14. Accidental damage to contents, but only if this cover is stated in the Schedule as being operative	<ul style="list-style-type: none"> a) an excess of £50 b) any costs of maintenance, or c) anything excluded or insured under causes 1 to 13 above d) damage <ul style="list-style-type: none"> i) to clothing, furs, linen, money, medals, food, drink, plants, contact lenses, hearing aids, or dentures ii) caused by wear and tear, gradual deterioration, atmospheric or climatic conditions, vermin, insects, woodworm, wet or dry rot, mildew, fungus, damp, corrosion or the action of light or any other gradually operating cause iii) caused by domestic pets owned by you iv) during cleaning, heating, drying, dyeing, maintenance, alteration or repair (v) caused by mechanical or electrical breakdown, faulty or defective design, workmanship or materials, or use not in accordance with the manufacturer's instructions vi) arising while the buildings are unoccupied, loaned, lent, let or sub let ii) arising from the alteration or extension of the buildings or routine maintenance

Section 2 : Contents

Causes	Exclusions
<p>15. FOOD IN DEEP FREEZERS Your frozen food is insured in any deep freezer cabinet in the buildings against deterioration directly caused by a rise or fall in temperature resulting from:</p> <ul style="list-style-type: none"> • breakdown of the freezer • damage to the freezer by any accidental, visible and external cause • failure of the public electricity or gas supply 	<p>a) an excess of £50 b) loss, damage or deterioration caused by your wilful act or neglect c) any amount exceeding £500 unless otherwise stated in the Schedule of this Policy</p>
<p>16. PERSONAL MONEY AND CREDIT CARDS Your money, credit cards (including banker's, cash dispenser, charge, cheque or debit cards) and passport(s) held by you for private purposes. It is insured anywhere in the United Kingdom, the Channel Islands or the Isle of Man and temporarily elsewhere in the world for a period not exceeding 60 days in any one period of insurance</p>	
<p>You are insured against :</p> <p>16.1. Accidental loss of personal money</p>	<p>a) an excess of £50 b) any amount exceeding £300 unless otherwise stated in the Schedule of this Policy c) loss due to clerical, accounting or similar error or omission; depreciation in value or currency fluctuation d) loss if not reported within 24 hours of its discovery to the Police</p>
<p>16.2 Financial loss resulting from the fraudulent use by unauthorised persons of any credit card</p> <p><i>This Section includes fraudulent use of your credit card following the use by you on a secure web site</i></p>	<p>a) an excess of £50 b) any amount exceeding £1,000 unless otherwise stated in the Schedule of this Policy c) financial loss</p> <ol style="list-style-type: none"> unless you report the loss to the issuing company within 24 hours of discovering it unless you have complied with all the terms and conditions under which the credit card issued recoverable from the issuing company following use of the credit card on the web site not covered by a Secure Server Certificate

Causes	Exclusions
<p>17. CONTENTS OUTSIDE YOUR BUILDINGS Your contents are covered for loss or damage from causes 1 to 11 outside your buildings as follows:</p>	
<p>17.1 In the Open Within the boundaries of the land belonging to those buildings</p>	<p>a) an excess of £50 b) loss or damage excluded by causes 1 to 11 c) any amount exceeding £1,000</p>
<p>17.2 Household Removal Whilst in the course of removal by professional removers to a future permanent home in the United Kingdom, Isle of Man and the Channel Islands to be occupied by you, including whilst temporarily stored in a furniture depository for a period not exceeding 7 (seven) days</p>	<p>a) an excess of £50 b) loss or damage</p> <ol style="list-style-type: none"> by theft of valuables, money or stamp collections by theft whilst the property is in transit unless the removal vehicle is stolen at the same time which is excluded by causes 1 to 11 which is more specifically insured
<p>17.3 Temporarily Removal Whilst temporarily removed from the address(es) specified in the Schedule but only within the United Kingdom, Isle of Man and the Channel Islands. <i>This cause includes cover whilst you are living away from home undertaking full time education at school, college or university</i></p>	<p>a) an excess of £50 b) loss or damage</p> <ol style="list-style-type: none"> in any furniture depository to property which has been removed for sale or exhibition purposes to money or pedal cycles by storm, flood, malicious acts or vandalism in respect of property not contained within a building by collision while the property is in transit by land, sea or air by theft unless it involves forcible and violent entry to or exit from a building which is excluded by causes 1 to 11 which is more specifically insured any amount exceeding £5,000
<p>17.4 DEEDS & DOCUMENTS Deeds, certificates, bonds or other personal documents, while lodged by you in a bank safe deposit, our liability being limited to the legal and clerical costs incurred by you in reinstatement of the documents.</p>	<p>a) an excess of £50 b) loss or damage to money c) any amount exceeding £500</p>

Section 2 : Contents

Causes	Exclusions
<p>18. LOSS OF RENT/ALTERNATIVE ACCOMMODATION. Following insured loss or damage by causes as described in 1 to 14 above for as long as the buildings are uninhabitable:</p> <ul style="list-style-type: none"> • rent (including up to two years' ground rent) payable to you which you are unable to recover from any other source, or • necessary costs of comparable alternative accommodation for, and incurred by you 	<p>any amount exceeding £5,000</p>
<p>19. LOSS OF KEYS Costs incurred in replacing locks to external doors, intruder alarms or safes on or in the buildings in the event of loss of such keys, provided you report the loss to the police</p>	<p>any amount exceeding £300</p>
<p>20. METERED WATER Costs incurred by you by way of increased metered water charges resulting from an escape of water which gives rise to an accepted claim under cause 3 of this Section</p>	<p>any amount exceeding £750</p>
<p>21. LOSS OF OIL Costs incurred by you in replacing domestic fuel oil following an escape which gives rise to an accepted claim under cause 2 of this Section</p>	
<p>22. FATAL INJURY A benefit of £2,000 each insured person if you sustain fatal injury in the buildings as a result of fire or outward and visible violence committed by a thief, provided that death ensues within 12 months of injury</p>	
<p>23. CHRISTMAS COVER An automatic increase of 10% in the sum insured by this Section during the month of December within the period of insurance by this Policy to include gifts, food and drink bought for the Christmas season</p>	

Causes	Exclusions
<p>24. WEDDING GIFTS An automatic increase of 10% in the sum insured by this Section to include wedding gifts within the period of insurance by this Policy for one month before and one month after the wedding of any person permanently living in the buildings</p>	
<p>25. PERSONAL LIABILITY If during the period of insurance you accidentally cause</p> <ul style="list-style-type: none"> • physical injury (including death or illness) to someone who is not a member of your family, or • loss of or damage to property not belonging to you nor in your custody or control. <p>we will cover you against the damages and claimant's costs and expenses which a court of law in the United Kingdom would or does find you legally liable to pay</p> <ol style="list-style-type: none"> as occupier of your home, or as a private person, but not as owner or occupier of any property or land, or as employer of domestic staff in connection with your home. <p>The maximum amount we will pay arising out of the cover by paragraphs (i) or (ii) is £2,000,000.</p> <p>In addition we will pay any of your legal costs and expenses as defendant that we approved before they were incurred.</p> <p>The maximum amount we will pay arising out of the cover by paragraph (iii) is £2,000,000 inclusive of all costs and expenses, whether the claimant's or yours.</p> <p>If you die, we will cover your personal representatives against any liability for which we were already covering you while alive.</p>	<p>We will not cover you against liability arising directly or indirectly:</p> <ol style="list-style-type: none"> from you owning or using or being responsible for <ul style="list-style-type: none"> • any aircraft, hovercraft or motorised watercraft • any motorised vehicle, other than invalid wheelchairs and mobility chairs or domestic gardening equipment which do not need to be licensed for road use • any caravan or trailer or other vehicle designed to be towed by a motorised vehicle • any animal, other than a domestic pet not classified as dangerous by any current law in the United Kingdom from your job or while you are carrying on any business or profession from you accepting an obligation as part of an agreement or contract which you would have avoided if you had not entered into that agreement or contract from pollution or contamination of any kind unless caused by a sudden, identifiable, unintended and unexpected accident which occurs in its entirety at a specific moment in time during the period of insurance by this Policy. We shall treat all pollution or contamination which arises out of one such accident as having happened at the time the accident occurs while you are visiting Canada or the United States of America on a trip planned to last more than 60 (sixty) consecutive days.

Section 2 : Contents

Causes	Exclusions
<p>26. UNSATISFIED DAMAGES</p> <p>In the event of you being awarded damages, costs and interest forming part of a judgement in a court of law in the United Kingdom in respect of accidental physical injury or loss of or damage to material property suffered by you which remains unsatisfied in whole or in part three months after the date of the award, we will pay you the outstanding amount of the award, up to an amount of £2,000,000,</p> <p>PROVIDED THAT:-</p> <ul style="list-style-type: none"> • there is no appeal pending • the accident giving rise to the award occurs during the period of insurance by this Policy • the accident would have resulted in an indemnity being given to you under cause 25 of this Section had your position and that of the judgement debtor been reversed. <p>Having made any payments to you because of the provisions of cause 26 we shall be entitled at our own expense and for our own benefit to enforce your unsatisfied rights against the judgement debtor</p>	
<p>27. TENANTS LIABILITY</p> <p>We will cover you as a tenant against legal liability you have under a tenancy agreement for loss of or damage to the structure of your home and its landlord's fixtures and fittings which</p> <ul style="list-style-type: none"> • occurs during the period of insurance and • is directly caused and not excluded by causes 1 to 10 of Section 1 of this Policy. 	<ul style="list-style-type: none"> a) an excess of £50 b) loss or damage which occurs while the home is unoccupied or sub-let c) loss or damage caused by fire or smoke, other than to landlord's fixtures and fittings d) any amount exceeding £5,000

IMPORTANT NOTE: If **you** insure Section 2, **you** are covered for third party accidental bodily injury or property damage as set out in 25 above in respect of **your** legal liability as occupier, private person, private employer or tenant, but not as owner of the **buildings**. Please see Section 1 (if insured) on page 16 for a full description of the indemnity given by that Section against property owner's liability.

Section 3 : Personal Possessions

What Is Insured
your personal effects and **valuables**, as detailed in the Schedule of this Policy, in the following categories:-

- A. Unspecified **personal effects** and **valuables**, to a maximum of £1,500 any one item. Any item with a value above £1,500 (£500 for pedal cycles) will not be covered unless specified in the Schedule
- B. Specified **personal effects** and **valuables** with a value exceeding £1,500 any one item, as specified in the Schedule
- C. Specified pedal cycles, over £500 any one cycle, as specified in the Schedule
- D. Other property as detailed and specified in the Schedule

Where they are insured

while in **your** custody or control anywhere in the United Kingdom, Isle of Man and the Channel Islands and temporarily elsewhere in the world for a period not exceeding 60 days in any one period of insurance.

What we insure against

accidental **loss** or damage by any external or visible cause.

What is not insured

see also General Exclusions on page 9

- a) an **excess** of £50
- b) **loss** of damage to records, cassettes tapes, compact discs, DVDs, portable telephones, radios, computers, televisions, compact disc players or DVD players; contact or corneal or mirco-corneal lenses, dentures, hearing aids or prostheses of any kind; model aircraft or boats; tools, car accessories (including satellite navigation systems); camping equipment; property insured by other sections of this Policy or more specifically insured elsewhere UNLESS any such property is detailed, and specified in the Schedule.
- c) in respect of sports equipment, breakage in the course of play or use.
- d) in respect of musical instruments, **loss** of tone or the breakage of strings, reeds or drumheads
- e) in respect of pedal cycles, **loss** or damage:
 - i) to lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time
 - ii) while any pedal cycle is being used for racing, pacemaking or trials
 - iii) by theft unless the pedal cycle is securely locked to an immovable object
 - iv) by theft of any pedal cycle if left unattended outside a building for more than 12 (twelve) consecutive hours
- f) **loss** or damage by theft from an unattended vehicle unless the property insured is concealed from view and all windows are closed and all doors including the boot are locked.
- g) **loss** or damage caused by or consisting of wear and tear; gradual deterioration; corrosion; rot; fungus or mildew
- h) **loss** or damage caused by vermin, insects, woodworm, atmospheric or climatic conditions, the action of light or any other gradually operating cause
- i) **loss** or damage caused by mechanical or electrical defect or breakdown; faulty or defective design, workmanship or materials; or use not in accordance with the manufacturer's instructions
- j) **loss** or damage caused during any process of repair, maintenance, cleaning, dismantling, drying, dyeing, heating, washing or renovation.

Section 4 : Legal Expenses

Cover under this Section is underwritten by DAS Legal Expenses Insurance Company Limited.

Note: Terms with a definition specific to Section 4 are shown in ***bold italics***

1. **We** agree to provide the insurance in this Section of the Policy, as long as:
 - a) the premium has been paid
 - b) the ***date of occurrence*** of the ***insured incident*** is during the period of insurance and within the ***territorial limit***; and
 - c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the ***territorial limit***; and
 - d) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
2. For all ***insured incidents***, **we** will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that you want us to appeal. Before **we** pay the ***costs and expenses*** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. **We** will only pay the ***legal costs*** and ***accountant's costs*** charged by a ***representative*** appointed by **us**.
4. Anyone claiming under this Section of the Policy must have the permission of the person stated in the Schedule to claim.
5. 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.

Special Definitions applicable to Section 4 only

1. ***We, us, our*** DAS Legal Expenses Insurance Company Limited.
2. ***Representative*** The lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for **you** in accordance with the terms of this Section.
3. ***Period of Insurance*** The period for which **we** have agreed to cover **you**.
4. ***Full enquiry*** An extensive examination by HM Revenue and Customs which considers all aspects of **your** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.
6. ***Date of occurrence***
 - a) For civil cases (except under ***insured incident 5 - TAX PROTECTION***), the ***date of occurrence*** is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, the ***date of occurrence*** is the date of the first of these events.
 - b) For criminal cases, the ***date of occurrence*** is when **you** began or are alleged to have begun to break the criminal law in question.
 - c) For ***full enquiries***, the ***date of occurrence*** is when HM Revenue and Customs first notifies **you** in writing of their intention to make enquiries.
6. ***Costs and expenses***
 - a) ***Legal costs*** All reasonable and necessary costs chargeable by the ***representative*** on a standard basis.

b) ***Accountant's costs*** All reasonable and necessary costs chargeable by the ***representative***.

c) ***Opponents's costs*** **We** will also pay the costs incurred by opponents in a civil case if **you** have been ordered to pay them or pay them with **our** agreement.

6. ***Territorial limit***

For ***insured incidents 2 - CONTRACT DISPUTES*** and ***3 - BODILY INJURY***. The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other ***insured incidents***

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

INSURED INCIDENTS

1. **Employment Disputes**

We will negotiate for **your** legal rights in a dispute arising from **your** contract of employment entered into by **you** for **your** work as an employee which results in an application to an Employment Tribunal or to the ACAS Arbitration Scheme.

What is not covered under Employment Disputes

A claim relating solely to personal injury.

2. **Contract Disputes**

We will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

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

PROVIDED THAT

- 1) **you** have entered into the agreement or alleged agreement during the ***period of insurance***.
- 2) the amount in dispute is more than £100.

What is not covered under Contract Disputes

Any claim relating to the following:

- 1) A contract regarding **your** profession, trade, business or employment or any business venture.
- 2) Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT).
- 3) A contract involving a motor vehicle.
- 4) The settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).
- 5) A dispute from any loan, mortgage, pension, investment or borrowing.

Section 4 : Legal Expenses

3. Bodily Injury

We will negotiate for *your* legal rights in a claim against a party who causes the death of, or bodily injury to *you*.

What is NOT covered under Bodily Injury

Any claim relating to the following:

- 1) Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
- 2) Defending *your* legal rights, but defending a counter-claim is covered.

4. Property Protection

We will:

- a) negotiate for *your* legal rights in a civil action; and/or
- b) arrange mediation for a dispute relating to material property (including your principal home) which is owned by *you* or for which *you* are responsible, following:
 - 1) an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
- 2) a legal nuisance (meaning any unlawful interference with *your* use or enjoyment of *your* land, or some right over, or in connections with it); or
- 3) a trespass.

What is not covered under Property Protection

- 1) Any claim relating to the following:
 - a) A contract entered into by *you*.
 - b) Any building or land other than *your* principal home.
 - c) 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 unless the claim is for accidental physical damage.
 - d) Work done by any government or public or local authority unless the claim is for accidental physical damage.
 - e) A motor vehicle owned or used by, or hired or leased to *you*.
 - f) Mining subsidence.
- 2) Defending any claim under insured incident 4 (1), 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 *we* accept the claim.

5. Tax Protection

We will negotiate for *you*, and represent *you* in any appeal proceedings in the event of a full enquiry into *your* personal tax affairs.

What is not covered under Tax Protection

- 1) An investigation by The Special Compliance Office.
- 2) The tax affairs of a company, or a claim if *you* are self-employed, or a sole trader, or in a business partnership.

6. Jury Service

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

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

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

7. Legal Defence

We will 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; or
- b) civil action being taken against *you* under legislation for unlawful discrimination; or
- c) civil action being taken against *you* under section 13 of the Data Protection Act 1998.

What is not covered under Legal Defence

A claim relating to a motor vehicle.

Exclusions Section 4 does not cover:

- 1) Any claim reported to us more than 180 days after *you* should have known about the insured incident.
- 2) Any incident or matter arising before the start of this Section.
- 3) Any costs and expenses incurred before *our* written acceptance of a claim.
- 4) Fines, penalties, compensation or damages which *you* are ordered to pay by a court or other authority.
- 5) Any insured incident intentionally brought about by *you*.
- 6) Any claim relating to *your* alleged dishonesty or alleged violent behaviour.
- 7) Any claim relating to written or verbal remarks which damage *your* reputation.
- 8) A dispute with *us* not otherwise dealt with under Condition 7.
- 9) An application for Judicial Review.
- 10) 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*.
- 11) A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 12) Apart from *us*, *you* are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means the Contract (Rights of Third Parties) Act 1999 does not apply to this Section in relation to any third party rights or interests.
- 13) A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, *we* will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

Section 4 : Legal Expenses

Conditions applicable to Section 4 only

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

2.
 - a) **We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of **you**.
 - b) **You** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address if:
 - i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - ii) there is a conflict of interest.

We may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative**, in these circumstances, **you** may choose another suitably qualified person.
 - c) In all circumstances except those in 2 b) above, **we** are free to choose a **representative**.
 - d) A **representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - e) **We** will have direct contact with the **representative**.
 - f) **You** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - g) **You** must give the **representative** any instructions that **we** require.

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

4.
 - a) **You** must tell the **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 costs and expenses that are recovered.

5. If a **representative** refuses to continue acting for **you** or if **you** dismiss the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If **you** settle a claim or withdraw **your** claim without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any costs and expenses paid by **us**.

7. If **we** and **you** disagree about the choice of **representative**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter. **We** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose choice is rejected.

8. **We** may at **our** discretion, require **you** to obtain at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not **you** will recover damages (or obtain other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the costs of obtaining the opinion.

9. **We** can cancel this Section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this Section at any time as long as **you** tell **us** at least 21 days beforehand.

10. **We** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this Section did not exist.

11. This Section will be governed by English law.

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

For incidents arising under Section 4

To report a claim **you** will need to submit full details in writing. If required, a claim form can be requested by calling **0117 934 0390**. Please send **your** written details or completed claim form to: Personal and Commercial Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quayside, Temple Back, Bristol BS1 6NH. Claims can also be e-mailed to: NewClaims@das.co.uk

DAS is authorised by the Financial Services Authority and is a member of the Association of British Insurers.

How We Settle Claims

Section 1 : Buildings

Following **loss** or damage insured by this Section **we** will pay the costs of repairing or reconstructing the **buildings**.

We will only make a deduction for depreciation or wear and tear if

- the **buildings** have not been maintained in a good state of repair,
- the sum insured is less than the full cost of rebuilding at that time.

In addition at **our** sole option **we** may pay only the proportional cost of repair and reinstatement following **loss** or damage by an insured cause, that the current sum insured represents compared to the full rebuilding cost of the **buildings**.

In the event of partial damage, the sum insured will be automatically reinstated from the date of the damage unless **you** notify **us** to the contrary.

Our maximum liability for each claim is the **index-linked** sum insured by this Section at the time the insured cause occurs.

We will not pay the cost of replacing anything insured by this Section which is undamaged but which forms part of a pair, set, collection or suite, or part of property of matching design, pattern or common function, when the **loss** or damage has involved another specific part or has occurred in another clearly definable area.

Section 2 : Contents

Following **loss** or damage insured by this Section, **we** will

- pay the cost of repair of any property that can be economically repaired, or
- if property cannot be economically repaired or has been **lost** or stolen, at **our** sole option replace it or pay the cost of its replacement.

Our liability for such repair or replacement (other than in respect of clothing, linen or pedal cycles) shall not exceed the purchase price of the same or equivalent property at the time of **loss** or damage.

BUT we will make a deduction for depreciation or wear and tear

- in respect of clothing, linen or pedal cycles
- if the property has not been maintained in good repair
- if the maximum sum insured by this Section (whether **index-linked** or not) is not adequate to replace as new all the property insured by this Section when the loss or damage happens.

In addition at **our** sole option **we** may limit payment to the proportional cost of repair or replacement following **loss** or damage by an insured cause, that the current sum insured represents compared to the full replacement cost of the **contents**.

In the event of partial damage, the sum insured will be automatically reinstated from the date of the damage unless **you** notify **us** to the contrary.

Our maximum liability for each claim is the sum insured by this Section (including **index-linking** if in force) at the time the insured cause occurs.

We will not pay the cost of replacing anything insured by this Section which is undamaged but which forms part of a pair, set, collection or suite, or part of property of matching design, pattern or common function, when the **loss** or damage has involved another specific part or has occurred in another clearly definable area.

Section 3 : Personal Possessions

Following **loss** or damage insured by this Section, **we** will

- pay the cost of repair of any property that can be economically repaired or
- if property cannot be economically repaired or has been **lost** or stolen, at **our** sole option replace it or pay the cost of its replacement.

Our liability for such repair or replacement (other than in respect of clothing, linen or pedal cycles) shall not exceed whichever is the least of

- i) the purchase price of the same equivalent property at the time of the **loss** or damage or
- ii) any sum(s) insured stated in the Schedule or
- iii) any limit in respect of any one item stated in the descriptions of categories A,B,C, or D or otherwise endorsed in this Policy

BUT we will make a deduction for depreciation or wear and tear

- in respect of clothing, linen, or pedal cycles
- if the property has not been maintained in good repair
- if **you** do not replace an item that has been **lost**, stolen, or damaged beyond economic repair

Where any insured item consists of articles in a pair or set, in the event of partial **loss** or damage **we** shall not pay more than its directly proportionate part of the insured value of the pair or set, and shall make no allowance for any special value which such articles may have as a pair or set unless specifically mentioned in the Schedule or otherwise endorsed in this Policy.

Claims Conditions

The conditions tell **you** what must or must not be done in the event of a claim. If **you** do not comply with them, it could prejudice the outcome of any claim **you** make.

Claim Notification

1. When something happens that gives rise to **loss**, damage, liability or injury which may result in a claim under this Policy, **you** must tell **us** as soon as possible after the incident.
Depending on the nature of the incident, **you** must also immediately notify
 - a) the Police, in respect of theft, attempted theft, malicious damage, vandalism, riot or anything accidentally mislaid or **lost**
 - b) the card issuing authority, in respect of theft or **loss** of credit cards and the like.
2. Within 30 days of the incident having claim potential, **you** must supply **us** at **your** expense with full details of the claim, usually by means of a claim form that **we** provide, together with any supporting information, evidence, valuations and receipts which **we** may ask for concerning the cause, extent and effect of any **loss**, damage or injury.
3. If any third party intimates that they intend making a legal liability claim against **you** because of injury or damage they have suffered, **you** must tell **us** immediately, and send **us** any letter, writ, summons, notice of prosecution or other legal document received by **you**. No admission of liability, or offer or promise of payment, must be made without **our** written authority.

Your Responsibilities

4. If **you** make any claim knowing it to be false or fraudulent, as regards amount or otherwise, then this insurance shall become void and all claims under it shall be forfeited.
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5. **You** cannot abandon any property to **us**.
 6. **You** must give such information and assistance as **we** may reasonably require in recovering compensation from another party in respect of anything covered by this Policy.

Our Rights

7. **We** may enter any premises where **loss** or damage has occurred and deal with any salvage in a reasonable manner.
8. In the event of a legal liability claim on **you**, **we** are entitled to take over and conduct its defence or settlement in **your** name, and to have complete control of any legal proceedings, including but not limited to the appointment of a solicitor.
9. **We** shall be entitled to take legal proceedings, at **our** expense and for **our** benefit but in **your** name, to recover from any other party any payment made under this insurance.

Making a Claim

These guidelines are for **your** assistance only and do not form part of the Policy's terms and conditions, which will prevail in the event of any doubt or uncertainty.

We have a commitment to providing a first-class responsive claim service. Where possible, **we** will deal with **your** claim over the phone without **you** needing to send a completed form, but for optimum response from **our** trained staff please have available the information set out below.

WHAT TO DO IF YOU WISH TO MAKE A CLAIM

1. Report to the police any **loss** or theft of **your** property, or malicious damage of any kind.
2. Have **your** current Policy and Schedule of insurance to hand.
3. Call **us** and **we** will be pleased to help **you**. **We** are open 24 hours a day, 365 days a year on

0870 420 1261

To enable **us** to give **you** a speedy response, **we** will need to know:

- name and address of Insured, and a contact telephone number
- Policy number, and period of insurance on the Schedule
- full details of the incident - what, where and why - and date and time of **loss**/damage and if possible an estimate of repair or replacement cost
- if the incident involves any person other than **you**, their full details and insurance particulars if known
- if Police advised, which Station contacted and the Crime Reference Number
- if **your** possessions have been **lost** or stolen, full details including date of purchase, original cost price, and amount claimed.

Please do not delay contacting us even if all the above information is not immediately available.