



Home Insurance
Policy Booklet

Home Insurance Policy

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Helpline services

Provided by DAS Assistance Limited.

You can contact DAS's UK-based call centres 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on your enquiry. To help them check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference number HL4693954 and advise them that your policy is with Axiom Underwriting Agency Limited.

PLEASE DO NOT PHONE DAS TO REPORT A GENERAL INSURANCE CLAIM

Legal advice service Call **0844 893 9011**

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

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

Tax advice service Call **0844 893 9011**

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, a message will be taken and a return call arranged within the operating hours.

Health and medical information service Call **0844 893 9011**

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 hospital waiting lists.

Health and medical information is provided by qualified nurses from 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.

Counselling service Call **0844 893 9012**

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 we refer you.

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

Identity theft service Call **0844 848 7071**

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

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

DAS cannot accept responsibility if the helpline services are unavailable for reasons they 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 contract 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 Agency Limited 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

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, you, must in the first instance, press the matter strongly with your intermediary.

This will allow them to assess the situation and to make sure that appropriate representations have been made on your behalf.

In the event that you are unable to obtain satisfaction, please follow the complaints procedure outlined below, please quote your policy number in all correspondence so that your complaint may be dealt with speedily.

Complaints procedure

Please write to,

The Managing Director, Axiom Underwriting, First Floor, Orchard House, Westerhill Road, Coxheath, Maidstone, Kent ME17 4DH (Tel: 0845 165 3157 Fax: 0845 165 3158) 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, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.**

Tel: 020 3003 7000 or Fax: 020 3003 7010.

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.**
Tel: 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 or device employing atomic or nuclear fission and/or fusion or other like reaction by radioactive force or matter.

2. War, civil war and confiscation: loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

General Exclusions

3. Sonic bangs: damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. 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.

5. Terrorism: any **loss**, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other causes or event contributing concurrently or in any other sequence to the **loss**.

any **loss**, destruction or damage to any property; any cost or expense; or death or injury to any person; directly or indirectly arising out of Biological, Chemical and/or Nuclear 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 Biological, chemical and/or Nuclear substances.

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 change and Electronic data: any **loss** or damage to or any legal liability directly or indirectly arising from any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electrical or electronic system directly or indirectly caused by:

- failure to correctly recognise data representing any year to a true calendar date in such a way that it does not work at all
- computer viruses (including but not limited to "Trojan Horses", "worms" and "time or logic bombs").

10. Contamination and Pollution: any **loss** or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such **loss** or damage arises out of one or more of the following perils:

Fire, Lightning, Explosion, Impact of Aircraft, Vehicle Impact, Sonic Boom, Accidental escape of water from any tank apparatus or pipe, Riot, Escape of Oil from a domestic oil installation at **your** home (**we** will not pay more than £100,000 in total), Civil commotion, Malicious Damage, Storm, Hail, Flood, inundation, Earthquake, Landslide, Subsidence, Pressure of Snow, Avalanche, Volcanic Eruption.

All other terms and conditions of this insurance shall be unaltered and especially the exclusions shall not be superseded by this clause.

11. Gradually operating cause: **loss** or damage due to any gradually operating cause.

General Conditions (see also Claim Conditions on pages 27 & 28)

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 6).

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	<p>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.</p> <p><i>(Please note that an index-linked sum insured is not necessarily an adequate one).</i></p> <p><i>NB. If your premium(s) is/are based on the number of bedrooms in the buildings, i.e. a notional sum insured has been applied, the sum(s) insured will not be index-linked.</i></p>
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 resulting from the following causes:-	What is not insured see also General Exclusions on pages 7 & 8
1. Fire, lightning, explosion, earthquake or smoke	a) an excess of £100 b) loss or damage by smoke from any gradually operating cause
2. Escape of oil from any fixed heating installation	a) an excess of £100 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 £250 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 £100 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 £100 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 £100 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 £100 b) loss or damage caused by domestic pets owned by you.

Section 1 : Buildings

Causes	Exclusions
8. Riot, civil commotion, labour or political disturbances	a) an excess of £100
9. Malicious acts or vandalism	a) an excess of £100 b) loss or damage <ul style="list-style-type: none"> i) caused by your tenant, guest or visitor ii) arising while the buildings are unoccupied
10. Theft or attempted theft	a) an excess of £100 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	a) an excess of £1,000 b) loss or damage <ul style="list-style-type: none"> 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>	<ul style="list-style-type: none"> a) an excess of £100 b) any costs of maintenance upkeep or decoration c) anything excluded or insured under the causes 1 to 11 above and 13 & 14 below d) 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 ii) caused by domestic pets owned by you iii) during cleaning, heating, drying, dyeing, maintenance, alteration or repair iv) arising while the buildings are unoccupied, loaned, lent, let or sub-let v) arising from faulty workmanship or design, or from defective materials having been used vi) to hot tubs and jacuzzis vii) arising from the alteration or extension of the buildings
<p>13. MAINS SERVICES 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>	<ul style="list-style-type: none"> a) an excess of £100 b) damage caused solely by any gradually operating cause.
<p>14. GLASS & SANITARY FITTINGS Accidental breakage of fixed glass, solar panels, ceramic hobs or fixed sanitary ware</p>	<ul style="list-style-type: none"> a) an excess of £100 b) breakage <ul style="list-style-type: none"> i) if you have loaned, lent, let or sub-let any part of the buildings ii) arising while the buildings are unfurnished

Section 1 : Buildings

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 £2,500</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><i>IMPORTANT NOTE</i> <i>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.</i></p>	<p>We will not cover you against liability arising directly or indirectly</p> <ol style="list-style-type: none"> a) 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 b) 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 c) 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 d) 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 e) 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

Section 2 : Contents

What is insured - your contents	
Where they are insured within the building(s) at the address(es) specified in the Schedule	
What we insure against loss or damage resulting from the following causes:	What is not insured see also General Exclusions on pages 7 & 8
1. Fire, lightning, explosion, earthquake or smoke	a) an excess of £100 b) loss or damage by smoke from any gradually operating cause
2. Escape of oil from any fixed heating installation	a) an excess of £100 b) loss or damage arising from any gradually operating cause
3. Escape of water from fixed water tanks (including domestic fish tanks) appliances and pipes	a) an excess of £250 b) loss or damage arising i) while the buildings are unoccupied ii) from subsidence, ground heave or landslip
4. Storm, flood or weight of snow	a) an excess of £100
5. Falling trees, branches, telegraph-poles or lamp-posts	a) an excess of £100 b) loss or damage arising from felling or lopping of trees or branches
6. Falling aerials, satellite dishes, their masts or fittings	a) an excess of £100
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 £100 b) loss or damage caused by domestic pets
8. Riot, civil commotion, labour or political disturbances	an excess of £100
9. Malicious acts or vandalism	a) an excess of £100 b) loss or damage i) caused by your tenant, guest or visitor ii) 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 £100 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 £100 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 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 £100 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

Section 2 : Contents

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 £100 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 £100 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 vii) 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 	<ul style="list-style-type: none"> a) an excess of £100 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>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>	<ul style="list-style-type: none"> a) an excess of £100 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>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>	<ul style="list-style-type: none"> a) an excess of £100 b) any amount exceeding £1,000 unless otherwise stated in the Schedule of this Policy c) financial loss <ul style="list-style-type: none"> i) unless you report the loss to the issuing company within 24 hours of discovering it ii) unless you have complied with all the terms and conditions under which the credit card issued iii) recoverable from the issuing company iv) following use of the credit card on the web site not covered by a Secure Server Certificate

Section 2 : Contents

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 £100 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 £100 b) loss or damage i) by theft of valuables, money or stamp collections ii) by theft whilst the property is in transit unless the removal vehicle is stolen at the same time iii) which is excluded by causes 1 to 11 iv) which is more specifically insured</p>
<p>17.3 Temporarily Removed 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 £100 b) loss or damage i) in any furniture depository ii) to property which has been removed for sale or exhibition purposes iii) to money or pedal cycles iv) by storm, flood, malicious acts or vandalism in respect of property not contained within a building v) by collision while the property is in transit by land, sea or air vi) by theft unless it involves forcible and violent entry to or exit from a building vii) which is excluded by causes 1 to 11 viii) which is more specifically insured ix) any amount exceeding £5,000</p>
<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 £100 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>	

Section 2 : Contents

Causes	Exclusions
<p>24. WEDDING GIFTS</p> <p>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</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 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"> i) as occupier of your home, or ii) as a private person, but not as owner or occupier of any property or land, or iii) 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"> a) 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 b) from your job or while you are carrying on any business or profession c) 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 d) 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 e) 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 £100 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 pages 7 & 8

- a) an **excess** of £100
- 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.

How We Settle Claims (Sections 1, 2 & 3)

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 **we** notify **you** 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 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 **we** notify **you** 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.

How We Settle Claims (Sections 1, 2 & 3)

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.

Claims Conditions (Sections 1, 2 & 3)

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 (Sections 1, 2 & 3)

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 our 24 hour Claims line below and we will be pleased to help you.

0844 856 2121

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.

Section 4 : Family Legal Expenses Insurance

Underwritten by DAS Legal Expenses Insurance Company Limited

Your schedule will show if this cover is operative.

The meaning of words in this Section

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

appointed representative

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

costs and expenses

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

countries covered

- a) For insured incidents 2 Contract disputes 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 Standard Terms of Appointment

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

date of occurrence

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

identity theft

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

period of insurance

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

Section 4 : Family Legal Expenses Insurance

preferred law firm

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

reasonable prospects

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

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this cover (the policyholder) and any member of their family who always lives with them.

This includes students temporarily living away from home and unmarried partners.

Anyone claiming under this Section must have the policyholder's agreement to claim.

When you need to make a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Section, phone **us** on **0844 893 9011** quoting policy number TS3/4693930 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

Our agreement

We agree to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

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

What we will pay

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

- a) the most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £50,000
-

Section 4 : Family Legal Expenses Insurance

- b) the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm
- c) in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist
- d) for an enforcement of judgment to recover money and interest due to you after a successful claim under this Section, we must agree that reasonable prospects exist, and
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in cost and expenses is the value of the likely award.

What we will not pay

- a) In the event of a claim, if you decide not to use the services of a preferred law firm, you will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by us.
- b) The first £250 of any claim for legal nuisance or trespass. You must pay this as soon as we accept the claim.

Insured Incidents

For advice or to make a claim call 0844 893 9011

1 Employment disputes

A dispute relating to your contract of employment.

What is not covered under Employment disputes

A claim relating to the following:

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

2 Contract disputes

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

- a) buying or hiring in goods or services
- b) selling goods.

Please note that:

- i) you must have entered into the agreement or alleged agreement during the period or insurance, and
- ii) the amount in dispute must be more than £250.

What is not covered under Contract disputes

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 (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim)

Section 4 : Family Legal Expenses Insurance

- c) a dispute arising from any loan, mortgage, pension, investment or borrowing
 - d) a dispute over the sale, purchase, terms of lease, licence, or tenancy of land or buildings.
However, **we** 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**.
-

3 Personal injury

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

What is not covered under Personal injury

A claim relating to the following:

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

4 Clinical negligence

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

What is not covered under Clinical negligence

A claim relating to the following:

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

5 Property protection

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

- a) an event which causes physical damage to such property but the amount in dispute must be more than £250
- b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)
- c) a trespass.

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

What is not covered under Property protection

a) A claim relating to the following:

- i) a contract **you** have entered into
 - ii) any building or land except **your** main home
 - iii) someone legally taking **your** property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
 - iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
 - v) mining subsidence
-

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- vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
 - vii) the enforcement of a covenant by or against **you**.
 - b) Defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter claim.
 - c) The first £250 of any claim for legal nuisance or trespass. This is payable by **you** as soon as **we** accept the claim.
-

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.

What is not covered under Tax protection

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

7 Jury service and court attendance

Your absence from work:

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

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

What is not covered under Jury service and court attendance

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

8 Legal defence

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

- a) **you** being prosecuted in a court of criminal jurisdiction
- b) civil action being taken against **you** under:
 - discrimination legislation
 - section 13 of the Data Protection Act 1998.

What is not covered under Legal defence

Any claim relating to **you** driving a motor vehicle.

9 Identity theft protection

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

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3) Following **your identity theft** we will pay:

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

Please note that:

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

What is not covered under Identity theft protection

A claim relating to the following:

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

Exclusions applicable to this Section

We will not pay for the following:

1. **Late reported claims**

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

2. **Costs we have not agreed**

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

3. **Court awards and fines**

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

4. **Legal action we have not agreed**

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

5. **Group litigation order**

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

6. **Defamation**

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

7. **A dispute with DAS**

A dispute with **us** not otherwise dealt with under condition 8 of this Section.

8. **Judicial review**

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

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9. Nuclear, war and terrorism risks

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

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

Conditions applicable to this Section

1. Your legal representation

- a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

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

3. Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4. Assessing and recovering costs

- a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.

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b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any **amounts** that are recovered.

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

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

6. **Withdrawing cover**

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

7. **Expert opinion**

We may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. **Arbitration**

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. **Keeping to the terms of this Section**

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 **we** ask for, in writing, and
- e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. **Fraudulent claims**

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

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

11. **Claims under this Section by a third party**

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 that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Section in relation to any third-party rights or interest.

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12. Other insurances

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

13. Law that applies

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 include equivalent laws in Scotland, Northern Ireland, Isle of Man and the Channel Islands as appropriate.

Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data such as convictions) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address below.

How to make a complaint

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

Or **you** can phone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on: 0845 080 1800. Website: www.financial-ombudsman.org.uk
Using this service does not affect **your** right to take legal action.

Our Head and Registered Office:

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

Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.



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