



Optima Home

Policy Wording

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To make a claim, call 0845 120 8410
Please add this number to your mobile phone

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Welcome to Optima Home

A Home and Contents Insurance Policy from Ageas Insurance Limited

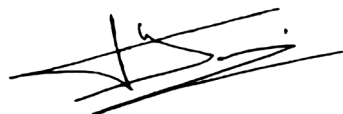
This policy is a contract solely between **the company** and **you**.

The contract is based on the proposal, or any statement of facts or statement of insurance **we** prepare using the information **you** have provided.

The schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Pages 9 and 10 of this policy booklet.

We will insure **you** against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

The cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when **we** state otherwise in the policy.



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Important note

Please read this policy document carefully and ensure that it meets your requirements. If you have any query please contact your agent whose details are shown in the schedule.

Please keep this policy in a safe place you may need to refer to it if you make a claim.

Important Notice

Useful hints and tips to help you to protect your home

Please read this notice carefully as the advice it contains could help to prevent damage to your home. We are committed to supporting you with practical solutions to help you avoid some of the most common causes of damage.



Freeze and Escape of Water

- 1 If you leave your home unattended, leave the heating on low (around 15°C).
- 2 Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency.
- 3 Lag pipes in the loft and check that the header and water tanks are insulated.
- 4 Lag outside water taps to prevent them freezing and pipes bursting.
- 5 In severe cold weather open the loft hatch to warm the void.
- 6 Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest hint of water.
- 7 If you are going to be away for an extended period, consider draining down your plumbing and heating system, but please do so with professional advice.



Storm

- 1 Regularly check the condition of all roofs. In particular check garage, shed and flat roofs for signs of wear and tear, as this is of particular importance in heavy snow with the unexpected additional weight.
- 2 Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- 3 A blocked downpipe with trapped rainwater may crack or shatter in freezing conditions.
- 4 Consider cutting back low hanging tree branches which could cause damage in high winds.

Please note: Buildings in sound condition will be able to cope with most weather conditions. Please remember insurance is not a maintenance contract and you are responsible for maintaining your property in a good state of repair.



Theft

- 1 Burglar Alarms; the sirenbox will act as a visual deterrent to some extent and dummy sirens can be purchased cheaply. Choose a system that lets off an alarm or one that dials a programmed number such as your mobile phone.
- 2 It is highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors.
- 3 Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letter box.



Fire

- 1 A properly functioning smoke detector will alert you in the early stages of a fire giving as much time as possible to make an escape. Test your detector regularly.
- 2 Avoid leaving candles left unattended or in a place likely to be knocked over.
- 3 It is advisable to have extinguishers in the home.
- 4 Do not fill a chip pan with more than one third of fat or oil. Do not place food in the pan if the fat or oil is giving off smoke.
- 5 Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every 3 years and contain a current safety mark.

Important notices

Please note that this home insurance policy is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from **vermin**.

You should keep **your** property in good repair, and take reasonable steps to avoid loss or damage.

Protection against fraud

Insurance fraud has an impact on both **us** and **our** customers, so **we** take certain measures to prevent it.

Fraud, misrepresentation and non-disclosure

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim;
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

How we deal with fraud to protect us and our customers

If **we** find that fraud has been committed **we** will have the right to:

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by **us**, including investigation and legal costs
- recover the cost of any previously paid claims

In addition, **we** may:

- inform the police, which could result in prosecution
- inform other organisations as well as anti-fraud databases

Making a claim

Please refer to the Policy Conditions for reporting claims on pages 32 and 33 in particular Condition 9 and 10

- 1 Check that the claim is covered by **your** policy. Each section of the policy tells **you** what is covered and what is not covered. The Basis of Claims Settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.
- 2 Contact the Claims Helpline on 0845 120 8410.
Note: Please have **your** policy number available. If damage is serious in nature, immediate telephone contact is essential as **we** may need to arrange inspection of **your** property by a member of **our** claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay his fee.
- 3 In order to settle **your** claim **we** may require further information, or ask **you** to furnish documentation in support of **your** claim.
- 4 **We** may repair, reinstate or replace the lost or damaged property. If **we** cannot replace or repair the property **we** may pay for the loss or damage in cash.
Where **we** can offer repair or replacement through a preferred supplier, but **we** agree to pay a cash settlement, then payment will not exceed the amount **we** would have paid the preferred supplier.
If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

To report a claim call the Claims Helpline on 0845 120 8410

Our customer-care policy

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list.

If **you** have a complaint about **your** claim, please telephone **us** on the number shown in **your** claims documents. Alternatively **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/complaints.

Please tell **us** **your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

Customer Service Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** insurance agent to report **your** complaint.

Unless **your** complaint relates to **Section 4 – Legal Expenses** in which case please write to **DAS** Customer Relations Department at the **DAS** Head Office address (please see page 29).

Or **you** can phone them on **0844 893 9013** or email them at customerrelations@das.co.uk

Details of the **DAS** internal complaint-handling procedures are available on request.

We promise to:

- try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days.
- tell **you** the name of the person managing **your** complaint when **we** send our acknowledgement letter; and
- aim to resolve **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** and provide **you** with **our** final response.

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service if **you** are not satisfied with **our** final response, or if **we** have not issued **our** final response within 8 weeks from **you** first raising the complaint. The Financial

Ombudsman Service is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Phone: **0800 023 4567** if calling from a land line or **0300 123 9123** if calling from a mobile

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

Under Legal Expenses, **your** complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

Prudential Regulation Authority & Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the Financial Conduct Authority website at www.fca.org.uk, which includes a register of all the firms they regulate. Or **you** can phone them on **0800 111 6768**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

If **we** cannot meet our obligations **you** may be entitled to compensation under this scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit. Information about the scheme is available at www.fscs.org.uk or by phone on **0800 678 1100** or **020 7741 4100**.

Ageas Legal Guard Assistance

The definitions of the Ageas Legal Guard Assistance can be found on pages 24 and 25

You can contact our UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** **your** policy number and the name of the insurance provider who sold **you** this policy. The legal advice is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

Legal Advice Service call 0845 120 8415

We 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.

Identity Theft Service call 0844 848 7071

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

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

Counselling Service call 0844 893 9012

We 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.

Health and Medical Information Service call 0845 120 8415

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

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

Childcare Assistance call 0845 120 8415

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

Domestic Assistance Service call 0845 120 8415

If **you** have an emergency in **your** home that needs immediate attention **DAS** can arrange help from a contractor. **You** must pay the contractor's costs, including any call-our charges.

However, if the damage is covered by **your** policy, **you** should phone the claims helpline straight away.

Veterinary Assistance Service call 0845 120 8415

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

Tax Advice Service call 0845 120 8415

We 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.**

Definitions

Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

A room used as or originally designed and built to be a **bedroom** even if now used for another purpose.

Buildings

The **home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its **garages** and domestic **outbuildings**, permanent swimming pools, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

Cost of rebuilding

The full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's fees.

Credit cards

Credit, cheque, debit, charge or cash cards.

Excess

The amount of each claim **you** have to pay. If **you** make a claim under more than one section for loss or damage which happens at the same time and by the same cause **we** will deduct only one **excess**.

Family

You, your domestic partner and other relations who permanently reside with **you**.

Flood

Flooding must arise from water external to the property entering the property. Water must enter the **home** at the ground level or below ground level.

Garage

A structure originally built for storing a motor vehicle or motor vehicles.

Home

The house, bungalow or self contained flat/maisonette together with its **garages** and domestic **outbuildings** at the address shown in the schedule, used for private residential purposes.

Contents

What is insured	What is not insured
<ol style="list-style-type: none"> Household goods, valuables and belongings, including money up to £750 and credit cards up to £1,000 owned by, or the legal responsibility of you or a member of your family when in your home. Tenant's fixtures and fittings. Visitors' personal effects up to £2,500 when in your home unless otherwise insured. Office equipment and office furniture used by you or your family for business or professional purposes up to £5,000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family. 	<ul style="list-style-type: none"> Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them. Swimming pool covers. Pets and livestock. Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home. Property more specifically insured. Bonds, bills of exchange, promissory notes and securities for money. Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in your home). Plants, trees or any growing matter. Contact or corneal lenses.

Definitions - continued

Heave

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

Index linking - Buildings

The sum insured on **buildings** will be adjusted monthly by the percentage movement in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

Index linking - Contents and Extra Protection

The sum insured on **contents** and extra protection will be adjusted monthly by the percentage movement in the Durable Household Goods Section of the General Index of Retail Prices, or an alternative index. No charge will be made for the changes in the sums insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sums insured.

Insured/you/your

The person or persons named as policyholder(s) in the schedule.

Landslip

Downward movement of sloping ground.

Money

Personal **money** held for private purposes by **you** or **your family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Outbuildings

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages**;
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

Pedal cycle

Non-mechanically propelled **pedal cycle**.

Personal effects

Personal property which is designed to be worn or carried on or about the person.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Storm

We consider **storm** to be strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow.

Heavy or persistent rain or snow alone does not constitute **storm** unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

Extreme rain or snow is:

- 25mm/1 inch or more of rain over a 1 hour period, or a proportionate amount over a shorter time; and
- 30cm/12 inches or more of snow within a 24 hour period (or less).

Subsidence

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

Terrorism

For the purpose of the General Policy Exclusion (page 35) an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

The company/we/us/our

Ageas Insurance Limited.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but has not been permanently lived in by **you** or **your family**, or any other person with **your** permission, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

Valuables

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or **your family**.

Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

Water table

The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.

Section 1 – Buildings

See definitions on pages 9 and 10

What is insured	What is not insured
Loss of or damage to the buildings by the following causes:	<ul style="list-style-type: none"> The excess shown in the schedule. Wet or dry rot. Loss or damage due to any gradually operating cause.
1 Fire, smoke, explosion, lightning or earthquake	<ul style="list-style-type: none"> Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
2 Storm or flood	<ul style="list-style-type: none"> Loss or damage caused: <ol style="list-style-type: none"> by frost, subsidence, heave or landslip; to fences and gates. Loss or damage to basement rooms as a result of a rise in the water table.
3 Subsidence or heave of the site beneath the buildings , or landslip	<ul style="list-style-type: none"> Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the home is damaged at the same time and by the same cause. Damage caused by: <ol style="list-style-type: none"> the normal settlement or bedding down of new structures; the settlement or movement of made-up ground; coastal or river erosion; or defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations. Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the home are damaged at the same time by the same cause. Damage which originated prior to inception of this policy. Damage resulting from: <ol style="list-style-type: none"> demolition, construction, structural alteration or repair to the buildings; or groundworks or excavation. Any loss or damage where compensation is provided by contract or legislation. The excess shown in the schedule.
4 Riot, civil commotion, strikes, labour disturbances	<ul style="list-style-type: none"> Loss or damage that is not reported to the police within seven days.
5 Malicious acts	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by you, your family, paying guests or tenants

Section 1 Buildings – continued

See definitions on pages 9 and 10

What is insured	What is not insured
6 Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Repairs to tanks, pipes or appliances unless caused by freezing. Loss or damage caused by subsidence or heave of the site beneath the buildings, or landslip (refer to clause 3 for details of the cover provided by this policy). Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on. Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.
7 Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> Loss or damage caused by domestic pets.
8 Theft or attempted theft	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. Loss or damage caused by you, your family, paying guests or tenants
9 Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished.
10 Falling trees or branches	<ul style="list-style-type: none"> Loss or damage to gates or fences. The cost of the removal of the tree or branch unless damage has been caused to the buildings by its fall. Damage caused by felling, lopping, or topping of trees.
11 Falling television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> Loss or damage to the aerials, aerial fittings, satellite dishes or masts.

Extensions to Section 1 – Buildings

What is insured	What is not insured
<p>A Fees and other Expenses</p> <p>We will pay the costs necessarily incurred by you with our written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:</p> <ul style="list-style-type: none"> a architects, surveyors, legal and other fees; b the cost of clearing the site and making the buildings safe; and c the additional cost of rebuilding or repair of the damaged part of the buildings solely to comply with any government or local authority requirements, unless you were given notice of the requirement before the loss or damage occurred. 	<ul style="list-style-type: none"> • Fees for preparing any claim. • Costs for complying with requirements you were notified of before the loss or damage.
<p>B Rent and Alternative Accommodation</p> <p>If the home is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy we will pay:</p> <ul style="list-style-type: none"> a up to two year's rent that you are responsible for paying or would have received until the home is again fit to live in. b the extra accommodation costs, incurred with our written consent, for <ul style="list-style-type: none"> i you, your family; and ii your domestic pets; until the home is again fit to live in. 	
<p>C Glass or Sanitaryware</p> <p>We will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the buildings, and ceramic hobs fixed to and forming part of the home.</p>	<ul style="list-style-type: none"> • The excess shown in the schedule. • Damage caused after the buildings have been left unoccupied or unfurnished. • Damage to ceramic hobs in movable cookers. • Damage to secondary double glazing whilst removed for any reason. • Malicious damage caused by you, your family, paying guests or tenants.
<p>D Underground Pipes and Cables</p> <p>We will pay:</p> <ul style="list-style-type: none"> a the cost of repair following accidental damage by external means to cables, underground pipes or underground tanks all servicing the home and for which you are legally responsible; and b up to £1,000 for breaking into and repairing an underground pipe for which you are legally responsible and which services the home where it is essential to clear a blockage. 	<ul style="list-style-type: none"> • The excess shown in the schedule. • Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. • Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

Extensions to Section 1 – Buildings – continued

What is insured	What is not insured
<p>E Your Liability to the Public</p> <p>We will pay for damages and claimants' costs and expenses which you become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> a death of any person; b bodily injury to any person; c illness or disease of any person; or d damage to material property; <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> • any one claim; or • series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred:</p> <ul style="list-style-type: none"> i solely as owner (not as occupier) of the home or the land belonging to the home; or ii in connection with any previous private residence which you owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that you had disposed of all legal title and interest at the time of such occurrence; <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p> <p>If you cancel, or do not renew, section 1 of your policy following the sale or disposal of your home the cover provided by paragraph ii for that home will continue for seven years after this section expires.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from: <ul style="list-style-type: none"> a any profession, business or employment; b the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles); c any agreement unless you would have been liable had the agreement not been made; d death, injury, illness or disease of any member of your family or a domestic employee; e loss or damage to property owned, occupied or in the custody or control of you, your family or any domestic employee; or f the charging of any electric vehicle that is not situated within the boundary of the home. • Liability if you have any other insurance policy that covers the same loss. • Liability: <ul style="list-style-type: none"> i arising more than seven years after the expiry or cancellation of section 1 of this policy; or ii if you are insured under a more recently effected or current policy. • Any claim where you would be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would have been covered under the other policy.
<p>F Purchasers Interest</p> <p>If you have contracted to sell the buildings and the purchaser has not insured the property before completion, the purchaser will have the contractual right to the benefit of section 1 of this policy between exchange of contracts and completion of the sale provided the purchaser completes the purchase.</p>	
<p>G Trace and Access</p> <p>We will pay up to £5,000 for the costs incurred with our consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</p>	<ul style="list-style-type: none"> • Loss or damage to the heating or water system.
<p>H Emergency Access</p> <p>We will provide cover for damage to the home and garden caused by forced access by the fire, police or ambulance services as a result of an emergency.</p>	
<p>I Door Locks</p> <p>We will pay up to £1,000 in respect of replacement locks for external doors to the buildings if your keys are stolen or lost.</p>	<ul style="list-style-type: none"> • The excess shown in the schedule. • Thefts not reported to the police.

Optional extension to Section 1 – Buildings

This cover does not apply unless the schedule states that **accidental damage** is included.

What is insured	What is not insured
Accidental damage to the buildings.	<ul style="list-style-type: none">• The excess shown in the schedule.• Damage whilst the buildings or any part of them are lent, let, or sub-let, or are left unoccupied or unfurnished.• Damage caused by:<ul style="list-style-type: none">i faulty workmanship, defective design or the use of defective materials;ii wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin;iii domestic pets;iv movement, settlement or shrinkage in any part of the buildings;v movement of the land belonging to the buildings; orvi demolition or structural alteration or repair.• Any destruction or damage otherwise shown as not insured under section 1 of this policy.• Market depreciation, the cost of maintenance and redecoration.• The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

Section 1 – Basis of Claims Settlement

- a **We** will pay up to the sum insured for **buildings** shown in the schedule (plus any Index Linking adjustment applicable) for the **cost of rebuilding**, repairing or replacing the damaged parts of the **buildings**, inclusive of any amount which may become payable under extension A of section 1 of this policy.
- b If the **buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **buildings** prior to the loss or damage and the market value of the **buildings** following the loss or damage.
- c If the **buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- d If, at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct **your buildings we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if your buildings sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.
If however the correct sum insured is shown to exceed our acceptance terms and criteria **we** may refuse to pay **your** claim.

- e **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- f Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

Automatic Reinstatement

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

Section 2 – Contents

See definitions on pages 9 and 10

What is insured	What is not insured
Loss of or damage to the contents by the following causes:	<ul style="list-style-type: none"> The excess shown in the schedule. Loss or damage due to any gradually operating cause.
1 Fire, smoke, explosion, lightning, earthquake	<ul style="list-style-type: none"> Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
2 Storm or flood	<ul style="list-style-type: none"> Contents in the open at the time of any loss or damage. Loss or damage to contents in basement rooms as a result of a rise in the water table.
3 Subsidence or heave of the site beneath the buildings , or landslip	<ul style="list-style-type: none"> Loss or damage caused by: <ol style="list-style-type: none"> the normal settlement or bedding down of new structures; the settlement or movement of made-up ground; coastal or river erosion; or defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations. Damage resulting from: <ol style="list-style-type: none"> demolition, construction, structural alteration or repair to the buildings; or groundworks or excavation.
4 Riot, civil commotion, strikes, labour disturbances	<ul style="list-style-type: none"> Loss or damage that is not reported to the police within seven days.
5 Malicious acts	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by you, your family, paying guests or tenants.
6 Escape of water from a fixed water or heating installation, or plumbed in domestic appliance	<ul style="list-style-type: none"> Damage to the installation or appliance from which the water escapes. Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy). Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on. Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.
7 Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> Loss or damage caused by domestic pets.

What is insured	What is not insured
8 Theft or attempted theft	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by you, your family, paying guests or tenants. Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family except when force and violence are used to gain entry or exit. Any amount exceeding £3,000 for loss or damage from an outbuilding.
9 Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Damage to the appliance from which the oil escapes.
10 Falling trees or branches	<ul style="list-style-type: none"> Loss or damage arising from felling, lopping or topping of trees.
11 Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> Loss or damage arising from erection, dismantling, repair or maintenance.

Extensions to Section 2 – Contents

What is insured	What is not insured
A Temporary Removal of Contents We will pay for contents lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the home but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands: <ol style="list-style-type: none"> up to £5,000 in respect of contents whilst in university halls of residence or in student accommodation or otherwise; or up to 20% of the sum insured for contents shown in the schedule. 	<ul style="list-style-type: none"> The excess shown in the schedule (or £100 in respect of contents whilst in university halls of residence or in student accommodation if greater). Loss or damage in a furniture depository. Loss or damage caused by storm or flood to property not in a building. Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ol style="list-style-type: none"> a building; or in the case of halls of residence or student accommodation, a locked room.
B Rent and Alternative Accommodation If the home cannot be lived in as a result of loss or damage to the contents insured under section 2 of this policy we will pay: <ol style="list-style-type: none"> up to 12 months rent that you are responsible for paying as occupier until the home is again fit to live in; or the extra accommodation costs, incurred with our written consent for <ul style="list-style-type: none"> you, your family; and your domestic pets; until the home is again fit to live in. 	
C Deep Freezer Contents We will pay for food in a domestic deep freezer in the home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.	<ul style="list-style-type: none"> The excess shown in the schedule. Loss due to the deliberate act of the supply authority. Loss if the freezer is more than 10 years old at the date of loss.

Extensions to Section 2 – Contents – continued

What is insured	What is not insured
<p>D Mirrors and Glass</p> <p>We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.</p>	<ul style="list-style-type: none"> The excess shown in the schedule. Loss or damage caused after the buildings have been left unoccupied or unfurnished. Malicious damage caused by you, your family, paying guests or tenants. Damage to ceramic hobs fixed to and forming part of the home.
<p>E Audio and Audio Visual Equipment</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> a televisions; b audio and visual equipment; and c home computer and games console equipment; <p>which are owned by you or your family, or for which you are legally responsible.</p>	<ul style="list-style-type: none"> The excess shown in the schedule. Loss or damage caused by mechanical, electrical or electronic breakdown or derangement. Damage to records, tapes, discs or computer software. Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus. Damage caused after the buildings have been left unoccupied or unfurnished. Wear and tear and depreciation. Malicious damage caused by you, your family, paying guests or tenants. Damage to items designed or intended to be hand-held, carried or portable, including e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite navigation systems and laptop computers.
<p>F Tenants Liability</p> <p>(applicable if the buildings are rented)</p> <p>Any amount which you become legally liable to pay as a tenant, and not as an owner of the buildings up to 20% of the sum insured for contents shown in the schedule in respect of:</p> <ul style="list-style-type: none"> a Damage to the buildings by any of the causes 1-11 of section 1 of this policy. b Accidental breakage and damage as described in extensions C and D of section 1 of this policy. 	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Malicious damage caused by you, your family, paying guests or tenants. Theft caused by you, your family, paying guests or tenants.
<p>G Contents in the Garden</p> <p>We will pay up to £1,000 for loss or damage by causes 1-11 of section 2 for contents in the open within the boundaries of your home. This includes cover for flowers, plants, shrubs or trees in pots or containers.</p>	<ul style="list-style-type: none"> The excess shown in the schedule. Flowers, plants, shrubs, trees and any growing matter not in pots or containers. Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by storm or flood.
<p>H Door Locks</p> <p>We will pay up to £1,000 in respect of replacement locks for external doors to the buildings if your keys are stolen or lost.</p>	<ul style="list-style-type: none"> The excess shown in the schedule. Thefts not reported to the police.
<p>I Loss of Oil and Metered Water</p> <p>We will pay up to £1,500 for:</p> <ul style="list-style-type: none"> a the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation; and b additional metered water charges incurred by you and resulting from any of the causes 1-11 of section 2 of this policy. 	<ul style="list-style-type: none"> The excess shown in the schedule. Loss otherwise shown as not insured under section 2 of this policy. Loss if the buildings have been left unoccupied or unfurnished. Accidental loss of metered water costs recovered from the responsible water authority.

What is insured	What is not insured
<p>J Reinstatement of Title Deeds</p> <p>We will pay up to £2,500 in respect of the replacement of title deeds to your home if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in your home or lodged with your solicitor, bank or building society.</p>	<ul style="list-style-type: none"> • The excess shown in the schedule. • Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.
<p>K Public and Personal Liability</p> <p>We will pay for damages and claimants' costs and expenses which you or any member of your family become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> a death of any person; b bodily injury to any person; c illness or disease of any person; or d damage to material property; <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> • any one claim; or • series of claims; <p>made against you or a member of your family arising out of any one event, occurring during the period of insurance and incurred:</p> <ul style="list-style-type: none"> i solely as occupiers, (but not owners) of the home or the land belonging to the home; or ii in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit. <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> • Death, bodily injury, illness or disease to any member of your family or domestic employee. • Loss or damage to property owned by, or in the custody or control of, you or any member of your family or any person permanently residing with you. • Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. • Liability arising directly or indirectly as a result of a criminal act by you or any member of your family. • Any agreement unless you would have been liable had the agreement not been made. • The ownership, use or possession of any: <ul style="list-style-type: none"> i lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft); ii mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs); iii animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or iv firearms, other than properly licensed shotguns. • Any profession, business or employment. • Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom. • Liability if you have any other insurance policy that covers the same loss. • Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the home. • Any claim where you would be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would have been covered under the other policy.
<p>L Reverse Liability</p> <p>We will pay all sums which you have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:</p> <ul style="list-style-type: none"> a if the position of you and the responsible party had been reversed, you would have been entitled to indemnity under extension K, subject to the limit of indemnity under extension K; b the liability giving rise to the court award occurs during the period of insurance; and c You agree to allow us to enforce any rights or remedies which we will become entitled to upon making payment. 	<ul style="list-style-type: none"> • Any amount whilst any appeal is pending.

Extensions to Section 2 – Contents – continued

What is insured	What is not insured
<p>M Accidents to Domestic Employees</p> <p>We will pay for damages and claimants' costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental:</p> <ul style="list-style-type: none"> a death of; b bodily injury to; or c illness or disease of; <p>any domestic employee in connection with:</p> <ul style="list-style-type: none"> a any one claim; or b series of claims; <p>made against you or your family arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>The most we will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any legal costs and expenses.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. • Any agreement unless you would have been liable had the agreement not been made. • Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom. • Liability arising from any business or profession • Liability for death of, bodily injury to, or illness or disease of any member of your family. • Liability for which compulsory insurance or security is required by any road traffic legislation.
<p>N Fatal Accident</p> <p>We will pay £5,000 if you or your partner die, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders, within 90 days of the incident.</p>	
<p>O Household Removals</p> <p>Accidental damage to contents whilst in transit by professional removal contractors from the home to your new permanent home within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.</p>	<ul style="list-style-type: none"> • The excess shown in the schedule. • Valuables and money. • Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers. • Any loss or damage not notified to the removal contractors within 7 days of the removal to your new permanent home.
<p>P Shopping in Transit</p> <p>We will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to your home.</p>	<ul style="list-style-type: none"> • Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
<p>Q Audio or Visual Downloads</p> <p>We will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of section 2 of this policy.</p>	<ul style="list-style-type: none"> • The excess shown in the schedule.
<p>R Weddings, Birthdays and Christmas</p> <p>The contents sum insured will be automatically increased by:</p> <ul style="list-style-type: none"> a 10% during the month of December; b 10% for 30 days before and after your wedding day; and c 10% for 7 days after your birthday; <p>to cover christmas, wedding or birthday gifts.</p>	

Optional extension to Section 2 – Contents

This cover does not apply unless the schedule states that **accidental damage** is included.

What is insured	What is not insured
<p>A Accidental damage to contents when in your home</p>	<ul style="list-style-type: none"> • The excess shown in the schedule. • Clothing (including furs), money, credit cards, contact and corneal lenses, and food. • Loss or damage if the buildings are lent, let or sub-let in whole or in part, or are left unoccupied or unfurnished. • Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration. • Damage caused by domestic pets. • Damage caused by mechanical or electrical fault or breakdown or misuse. • Damage arising from depreciation in value or any costs not directly incurred as a result of the loss. • Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured. • Confiscation or detention.

Section 2 – Basis of Claims Settlement

- a **We** will pay up to the sum insured for **contents** shown in the schedule for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- b The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the total sum insured for **contents** unless otherwise agreed.
- c The maximum amount **we** will pay for any one item of **valuables** is £2,500 unless specifically insured.
- d If, at the time of any loss or damage, the **contents** sum insured is not enough to replace the entire **contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.
If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim.
- e **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.

- f In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.
- g Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- h The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

Automatic Reinstatement

The sum insured for **contents** shown in the schedule will not be reduced by the amount of any claim unless **we** give written notice to the contrary.

Section 3 – Extra Protection

See definitions on pages 9 and 10

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

A Unspecified Articles, Personal Money and Credit Cards

What is insured	What is not insured
Accidental loss or damage to unspecified articles comprising:	
<p>a Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, pedal cycles and other portable personal effects up to a limit of £1,500 for any one item.</p>	<ul style="list-style-type: none"> • The excess shown in the schedule. • Any loss or damage to contact or corneal lenses. • Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. • Documents or securities. • Household goods, foodstuffs and domestic appliances. • Property more specifically insured. • Sports equipment whilst in use. • Equipment used for winter sports, water sports and camping. • Collections of stamps, coins and medals. • Televisions, audio and audio visual equipment. • Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle. • Tools or instruments used or held for business or professional purposes. • Loss or damage listed under What is not insured by section 3.
<p>b Personal money and credit cards. Loss of money belonging to you or your family up to £750 for any one loss. Money comprising personal money held for private purposes by you or your family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.</p>	<ul style="list-style-type: none"> • The excess shown in the schedule. • Depreciation in the value of money. • Loss of money caused by accounting errors or omissions. • Loss of money not reported to the police within 24 hours of discovery of loss. • Loss of money held for business or professional purposes. • Loss listed under What is not insured by section 3.

What is insured	What is not insured
<p>Your liability under the terms of the personal credit cards including cheque, debit, charge or cash cards, issued in the British Isles to you or your family, up to a maximum of £1,000 for any one loss.</p>	<ul style="list-style-type: none"> The excess shown in the schedule. Any loss unless the terms and conditions under which the card is issued have been fulfilled. Losses not reported to the police within 24 hours of discovery of loss. Any loss as a result of unauthorised use by a member of your family or a person residing with you. Loss listed under What is not insured by section 3. Loss caused by accounting errors or omissions. Depreciation in value.

B Specified Articles

What is insured	What is not insured
<p>Loss or damage to articles specified in the Appendix to section 3 in the schedule</p>	<ul style="list-style-type: none"> The excess shown in the schedule. Loss or damage listed under What is not insured by section 3. Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. Sports equipment whilst in use. Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

Section 3 – Basis of Claims Settlement

- a **We** will pay up to the sum insured (subject to any limits) shown in **your** schedule for the cost of replacing as new (or at **our** option **we** will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **pedal cycles**.
- b In the event of loss or damage to any article forming part of a pair or set, **we** will not pay more than the value of the individual article lost or damaged.
- c In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- d In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **we** will pay for any one loss is £75 in respect of these items.
- e Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- f In respect of articles specified in section 3B in the event of the sum insured being insufficient to cover the full value of the article **we** reserve the right to reduce the amount of any claim payment.

What is not insured by Section 3

- a Electrical, electronic or mechanical breakdown or derangement.
- b Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- c Damage to watches and clocks caused by overwinding.
- d Loss of or damage:
 - i by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, **vermin**, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
 - ii to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **you** or a member of **your family**);
 - iii arising from confiscation or detention by customs or other officials;
 - iv to musical instruments in respect of loss of tone or replacement of strings or drum skins; or
 - v caused by domestic pets.
- e Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- f Theft of unattended **pedal cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- g Loss or damage
 - i To any **pedal cycle** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
 - ii To tyres and accessories of any **pedal cycle** unless the **pedal cycle** is lost or damaged at the same time.

Section 4 – Legal Expenses

This cover does not apply unless the schedule states that Legal Expenses is included.

This Section is provided by DAS Legal Expenses Insurance Company Limited.

Welcome to DAS

Thank **you** for purchasing this **DAS** family classic policy. **You** are now protected by Europe's leading legal expenses insurer. **DAS** Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. To make sure you get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

Online law guide and document drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on **our** website, www.dashouseholdlaw.co.uk. **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0844 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

When you need to make a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0844 893 9011** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to our claims-handling teams and explain what to do next. Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Definitions

All through this section there are certain words printed in bold. These words have special meanings that are shown as definitions below and the policy definitions section of this policy booklet on pages 9 and 10.

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, 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

The date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an **insured incident** occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to **us** during or within 30 days after the expiry of the same **period of insurance**.

identity theft

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

period of insurance

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

preferred law firm

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

reasonable prospects

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

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners.

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

Our Agreement

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

- 1 **reasonable prospects** exist for the duration of the claim
- 2 The date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an **insured incident** occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to us during or within 30 days after the expiry of the same **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.

Conditions

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 legal costs.
- c **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **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 legal costs taxed, assessed or audited if **we** ask for this.
- b **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5 Cancelling an appointed representative's appointment

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

6 Withdrawing cover

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

7 Expert opinion

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

Section 4 – Legal Expenses – continued

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 policy terms

You must:

- a keep to the terms and conditions of this policy
- b take reasonable steps to avoid and prevent claims
- c take reasonable steps to avoid incurring unnecessary costs
- d send everything **we** ask for, in writing, and
- e report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10 Cancelling the policy

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

11 Fraudulent claims

We will, at **our** discretion, void the policy (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 policy is fraudulent or intentionally exaggerated, or
- b a false declaration or statement is made in support of a claim.

12 Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13 Other insurances

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

14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

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

What we will pay	What we will not pay
<p>We will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, provided that:</p> <ul style="list-style-type: none">a the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.b the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm.c in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist.d for an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, we must agree that reasonable prospects exist; ande where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.	<ul style="list-style-type: none">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.

What we will pay	What we will not pay
Incidents that are insured	
Employment disputes A dispute relating to your contract of employment.	A claim relating to the following: <ul style="list-style-type: none"> a employer's disciplinary hearings or internal grievance procedures. b any claim relating solely to personal injury. c a settlement agreement while you are still employed.
Contract disputes A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for: <ul style="list-style-type: none"> a buying or hiring in goods or services. b selling goods. Please note that: <ul style="list-style-type: none"> i you must have entered into the agreement or alleged agreement during the period of insurance, and ii the amount in dispute must be more than £250 including VAT. 	A claim relating to the following: <ul style="list-style-type: none"> 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). c a dispute arising from any loan, mortgage, pension, investment or borrowing. d a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters. e a motor vehicle owned by or hired or leased to you.
Property protection A civil dispute relating to your principal home, or personal possessions, that you own, or are responsible for, following: <ul style="list-style-type: none"> 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.	A claim relating to the following: <ul style="list-style-type: none"> a a contract you have entered into. b any building or land except your main home. c someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority. d work done by, or on behalf of any government or public or local authority unless the claim is for accidental physical damage. e mining subsidence. f adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession). g the enforcement of a covenant by or against you. h Defending a claim relating to an event that causes physical damage to property, but we will cover defending a counter-claim. i The first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.
Personal injury A specific or sudden accident that causes your death or bodily injury to you .	A claim relating to the following: <ul style="list-style-type: none"> 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.

Section 4 – Legal Expenses – continued

What we will pay	What we will not pay
<p>Tax protection</p> <p>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.</p>	<p>a Any claim if you are self-employed, a sole trader, or in a business partnership.</p> <p>b An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.</p>
<p>Legal defence</p> <p>Costs and expenses to defend your legal rights if an event arising from your work as an employee leads to</p> <p>a you being prosecuted in a court of criminal jurisdiction</p> <p>b civil action being taken against you under:</p> <ul style="list-style-type: none"> discrimination legislation section 13 of the Data Protection Act 1998. 	<p>Any claim relating to you driving a motor vehicle.</p>
<p>Identity Theft Legal Expenses</p> <p>Following an insured person's identity theft:</p> <ol style="list-style-type: none"> we will pay legal costs to reinstate the insured person's identity including costs for the signing of statutory declarations or similar documents; we will negotiate for the insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft; we will pay loan rejection fees and any re-application administration fee for a loan when the insured person's original application has been rejected; we will pay an insured person's attendance expenses. <p>Provided that:</p> <ol style="list-style-type: none"> the insured person files a police report and notifies banks and building societies as soon as possible; and the insured person tells us if they have previously been subjected to identity theft; and the insured person takes all reasonable action to prevent continued unauthorised use of their identity. 	<p>A claim relating to the following:</p> <p>a fraud committed by anyone entitled to make a claim under this policy.</p> <p>b losses arising from your business activities.</p>

Policy exclusions relating 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

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

3 Court awards and fines

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

4 Legal action we have not agreed

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

5 Defamation

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

6 A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

7 Judicial review

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

8 Nuclear, war and terrorism risks

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

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

9 Litigant in person

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

10 Inappropriate Conduct

Any claim relating to an act of, or alleged act of abuse, sexual misconduct, including offences relating to obscene material.

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, insurance companies, appointed service providers or members of the DAS UK Group. 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** **DAS** Head Office address.

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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL
Registered in England and Wales, number: 5417859.
Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Privacy Notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

You should show this notice to anyone else insured or proposed to be insured under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy. Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share **your** personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;

- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud;
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on the next page.

Preventing and detecting crime

We may use **your** personal information to prevent crime. In order to prevent and detect crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out on the next page; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

Marketing

We may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Policy Conditions

1 Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with **you** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2 Your duty to prevent loss or damage

- a **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

3 Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided they fulfil the terms of the policy.

4 Changes in circumstances

You must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a If **you** change address or the number of **bedrooms** is increased.
- b **You** or **your family** being convicted of a criminal offence (other than driving offences).
- c If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d If the sums insured shown in the schedule are not adequate.
- e A change in occupancy or use of the **home** address.

5 Cancelling the policy and the cooling-off period

You have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to **us** if you want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel

your policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium. If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due. **You** may cancel **your** policy at anytime after the cooling-off period by telephoning or writing to **us**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

We or anyone **we** authorise have the right to cancel this policy at any time by sending **you** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Changes to the information detailed on **your** proposal form or on a statement of insurance or schedule which may result in the risk no longer being acceptable to **us**.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

6 Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

7 Arbitration

Where **we** have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

8 Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

9 Notification of a Claim

If **you** are aware of an incident that might give rise to a claim or **you** need to make a claim, **you** must do the following as soon as possible.

Buildings and/or Contents

Call **our** claims helpline on 0845 120 8410 to report the incident.

- Tell the police as soon as reasonably possible if something is lost or if **you** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- If **we** have asked **you** to fill in a claim form, send this back to **us**, with everything **we** have asked for, within 30 days of **us** sending it to **you**.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Take reasonable action to protect the property from further loss or damage.

You must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any incident; or
- negotiate or settle any claims made against **you** by anyone else, unless **we** agree in writing that **you** can.

We can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can also take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this policy.

Personal legal protection

If **you** or **your family** are claiming for legal protection, please phone **0117 934 0190** between the hours of 9am-5pm, Monday to Friday.

Under no circumstances should **you** or **your family** instruct a solicitor as **we** will not pay their costs and it could stop the claim from being covered.

- **We** will take details over the phone and send out a claim form which should be completed and returned.
- On receipt of the fully completed claim form **we** will assess the circumstances and make sure that the claim is covered. **We** cannot help if it is more likely than not that the dispute would be lost in court since it will not be possible to achieve the remedy being sought if that is the case.
- On acceptance of a claim **we** will arrange for a solicitor to quickly contact **you** or (**your family**) to progress the case. The solicitor will try to resolve the dispute without delay however matters cannot always be resolved quickly if the other side is slow to co-operate or a legal time table is decided by the courts.

10 How we will settle your claim

When settling **your** claim **we** have the following options available to **us** and **we** will decide which is most appropriate:

- Repair
- Replace
- Rebuild
- Payment

We may offer to repair, replace or rebuild any loss or damage through one of **our** approved suppliers, however, should **you** prefer to use **your** own supplier **you** may, providing **you** agree this with **us** beforehand. Should **you** use **your** own supplier, any payment made would not normally exceed the discounted amount **we** would have paid **our** approved supplier. All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace **your buildings** and/or **contents**, **we** will send **you** a payment representing:

- the amount by which the **buildings** and/or **contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild **your buildings** and/or **contents**;

whichever is the lowest.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay a cash settlement, then payment will not exceed the discounted replacement price **we** would normally pay.

If **you** make a claim, **we** may ask for evidence that **you** own the item **you** are claiming for.

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings**, **contents** or personal possessions sections, **we** will only take off one excess.

This will be the highest excess shown in **your** schedule for the sections concerned.

11 company's rights after a claim

We or **our** representatives will be entitled to enter any **building** where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

12 Payment of Premium

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

Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule.

Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

13 Payment of Claims

In the event of a claim being made under this policy and the premium is being paid under Creditplan **we** may deduct from any settlement any outstanding premium payment.

The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **our** maximum liability shall not thereby be increased above the amount that would have been payable if **you** were the only person or entity that was entitled to contractual rights under the policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **we** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

14 Law Applicable to the Policy

Unless **we** have agreed differently with **you** in writing, this contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the court of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

15 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

General Policy Exclusions

What is not insured by this policy

- 1 Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
 - a 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;
This exclusion does not apply to Accidents to Domestic Employees section 2(M);
 - b war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
 - c pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2 Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
- 3 Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
- 4 Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5
 - a Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - i a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
 - ii computer viruses.
 - b Legal expenses or legal benefits or liability arising from (a) above.

Except

- Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 **buildings** and section 2 **contents** of this policy.
- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
This exclusion does not apply to Accidents to Domestic Employees section 2(M).
 - 7 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause.
 - 8 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.

To make a claim, call 0845 120 8410
Please add this number to your mobile phone

Ageas Insurance Limited

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