

## Home Solutions Insurance Policy document



## Your home insurance policy

Your policy is an agreement between you (the person shown in your schedule as the person insured) and us (Zurich Insurance plc) but is only valid if you pay the premiums.

Your most recent statement of facts sets out the information we were given when we agreed to provide you with the cover and the terms of the policy.

Your policy provides cover for the sections and period of insurance shown in your schedule. You must read your policy, schedule, statement of facts and any specifications or endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your insurance advisor as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

The conditions and exclusions that apply to all sections of your policy are shown on pages 13 to 14. Please make sure that you read these as well as the cover shown in each section.

#### Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell your insurance advisor of your decision, in writing or by phone within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

Please see Condition 5 for full details of all cancellation conditions and charges.

#### **Excess**

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.

#### **Definitions**

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Excess – the first amount of any claim for which you are responsible.

**Family** – your husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.

Hand Held Computers – are laptop computers, tablets, e-readers and satellite navigation equipment.

Money – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

**Personal Possessions** – Property which is worn or used about the person in every day life and which belongs to you or your **family** or for which you are responsible and is covered in and away from the home.

**Unoccupied** – if the home is either:

 not permanently lived in by you (or a person you have authorised);

or

• without enough furniture for normal living purposes.

**Valuables** – any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.

**Vehicles and craft** – any electrically or mechanically powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes other than:

- domestic gardening equipment;
- battery operated golf trolleys;
- wheelchairs or similar electric scooters, specifically designed for the disabled or infirm which are not legally required to be licensed for road use;
- battery assisted cycles which are not legally required to be licensed for road use; and
- models or toys which are battery operated and/or pedestrian controlled.

#### **Buildings** section

#### Buildings are:

- the main structure of your home at the address shown in your schedule, including its permanent or soon-to-be fitted fixtures and fittings if they are your property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of your home;
- ornamental ponds or fountains, swimming pools and tennis courts, permanently fitted hot tubs and jacuzzis;
- professionally designed, built and installed solar panel equipment;
- central-heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television-receiving equipment or television and radio aerials.

#### **Events**

We cover sudden and unexpected loss of or physical damage to the **buildings** caused by events 1 to 13 (and 14 if 'buildings including accidental damage' is shown in your schedule).

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is **unoccupied** for more than 60 days in a row.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your family, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm, including weight of snow, or flood, but not to fences, gates, hedges or railings unless covered under **Buildings** 'Extra cover 21' (**Garden** cover).
- 6 Theft or attempted theft unless this is caused by deception.
- 7 Subsidence or ground heave of the site that your **buildings** stand on or landslip other than:
  - from the coast or a river bank being worn away;
  - damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;
  - to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;
  - from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design.
- 8 Escape of water from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting.

- 9 Falling trees or branches, lampposts or telegraph poles.
- 10 Oil leaking from any fixed appliance, pipe or tank.
- 11 Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.
- 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
- 13 Accidental damage to cables and underground pipes serving your home for which you are legally responsible including the cost of breaking into and repairing the pipe between the main sewer and your home following a blocked pipe.
- 14 Accidental damage to the **buildings** but not damage:
  - excluded under events 1 to 13;
  - caused by a person the home is lent, let or sublet to;
  - caused by a person you employ to carry out maintenance or repair work.

#### Your liability to others

15 We cover your legal liability:

- as owner of the buildings and their land, but not as occupier;
- resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is £2,000,000.

We will not pay if the liability arises from:

- the death, injury or illness of you or your family or any person employed by you or your family;
- loss or damage to any property that you or your family own or are responsible for;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for.

#### Extra cover

- 16 Alternative accommodation if your home is not fit to live in following loss or damage covered by this section, we will pay:
  - the reasonable cost of similar alternative accommodation for you and your pets;
  - ground rent which you have to pay;
  - rent which should have been paid to you.

This will apply during the time needed to restore your home to a condition which is fit to live in.

The most we will pay is 20% of the **buildings** sum insured.

- 17 **Replacing locks** we will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.
- 18 Tracing a leak we will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the buildings when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the buildings.
- 19 Emergency Access we will pay the costs incurred following loss or damage to the buildings caused by the police or emergency services in gaining access to your home in connection with a medical emergency or to help prevent loss or damage to the home.

The most we will pay for any event is £1,000.

- 20 **Selling your home** if at the time of a claim you have contracted to sell your home, the buyer will have the benefit of this policy as long as the purchase is completed.
- 21 **Garden cover Garden** is the flower-beds, lawns, plants, shrubs or trees, ornaments or statues in the garden within the boundaries of your home.

#### **Events**

We cover sudden and unexpected loss of or physical damage to your **garden** caused by events a) to g).

We do not cover events c) or f) when the home is **unoccupied** for more than 60 days in a row.

- a) Fire, lightning, explosion or earthquake.
- b) Riot.
- c) Malicious damage, but not if caused by you or your family, tenants or paying guests.
- d) The **garden** being hit by vehicles or aircraft but not garden machinery, or any other vehicles used in the **garden**.
- e) Storm or flood:
  - to the garden;
  - to fences, gates, hedges or railings at the home, as long as the main structure of your home, private garages or domestic outbuildings are damaged at the same time by the same cause;

#### but not:

- frost damage;
- flood damage to lawns.
- f) Theft or attempted theft.
- g) Falling trees or branches, lampposts or telegraph poles.

The most we will pay is £1,500 plus up to £250 towards the cost of removing fallen trees or branches.

#### **Settling claims**

We will decide whether to repair, replace, make a cash payment or reinstate the damaged part of the **buildings** or **garden**. We will have the option to do this by using one of our suppliers.

We will pay the full cost of the work, including any professional, demolition or local authority costs or fees we have agreed, as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of your property that resulted from the damage. However, we will not pay more than the cost to us of using our suppliers for the repair or replacement or reinstatement of the **buildings** or **garden**.

We will take off an amount for wear and tear if your buildings are not properly maintained or if your sum insured is less than the actual cost of rebuilding your home in the same form, size and condition as new.

When we pay your claim we will take off the amount of the excess shown in your schedule. This does not apply under 'Your liability to others' and 'Extra covers 16, 17 and 18'. For claims under 'Extra cover 21', we will take off a £50 excess.

The most we will pay is the limit shown in the policy or the sum insured shown in your schedule.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of your policy'.

#### Contents section

#### Contents are:

- household goods and personal property;
- valuables;
- satellite television-receiving equipment and television and radio aerials;
- money or the unauthorised use of a charge, credit or debit card up to £500 (you and your family must keep to your card issuer's conditions);
- pedal cycles up to £500 for any one pedal cycle including accessories;
- office equipment used for your business, profession or trade up to £10,000;
- loss of oil or metered water up to £1,000 following accidental damage to the water or heating system.

#### Contents are not:

- **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- business stock;
- items you have more specifically insured by this or any other policy.

#### **Events**

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (and 14 if 'contents including accidental damage' is shown in your schedule) to the contents in your home that:

- you or your **family** own or which you or they are responsible for;
- visitors to your home or your domestic employees who live in your home own.

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is **unoccupied** for more than 60 days in a row.

We will not pay more than:

- £250 for **contents** belonging to your visitors or your domestic employees;
- £5,000 for theft of **contents** which are stored in garages or outbuildings at your home.
- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your family, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm or flood.
- 6 Theft or attempted theft but not:
  - if caused by deception;
  - while the home is lent, let or sublet unless violence and force are used to break into or out of your home.
- 7 Subsidence or ground heave of the site your **buildings** stand on, or landslip.
- 8 Escape of water from any fixed appliance, pipe, tank or fish tank.

- 9 Falling trees or branches, lampposts or telegraph poles.
- 10 Oil leaking from any fixed appliance, pipe or tank.
- 11 Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
- 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
- 13 Accidental damage to:
  - audio, hi-fi, television (including satellite receivers and set top boxes), video game consoles, DVD, video or telecommunication equipment;
  - computers;
  - satellite television-receiving equipment or television and radio aerials;
  - but not mobile phones, computer software, hand-held computers or electronic toys.
- 14 Accidental damage to the **contents** (including **hand held computers**) but not damage:
  - excluded under events 1 to 12;
  - caused by a person the home is lent, let or sublet to;
  - to clothing or contact lenses;
  - to contents in the open:
  - to mobile phones, computer software, or electronic toys.

#### Your liability to others

15 We cover you or your **family** for any legal liability you have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is:

- £10,000,000 for an accident to your domestic employees;
- £2,000,000 for an accident to any other person or property.

We will not pay if the liability arises from you or your **family**:

- owning your home;
- owning or occupying any other premises;
- owning or using vehicles and craft (other than hand or foot-propelled boats that you or they do not own).

We will not pay if the liability arises from:

- death, injury or illness of you or your family;
- loss of or damage to any property owned by you, your family or your domestic employees or that you or they are responsible for;

- you or your family passing on any illness or virus;
- a contract that says you or your family are liable for something which you or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the United Kingdom).

#### Extra cover

- 16 Contents in the open we will pay up to £1,000 for loss or damage caused by events 1 to 10 to contents in the open within the boundaries of your home. This includes flowers, plants, shrubs or trees in pots or containers.
- 17 Temporary removal we will pay up to £5,000 for loss of or damage to your contents while temporarily removed from your home to within the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland caused by:
  - events 1, 2, 4, 5 and 7 to 10;
  - theft from:
    - a deposit box in a bank;
    - a building where you or your family work;
    - a house or flat where you or your family are temporarily living;
    - any other building, including a hall of residence, as long as violence and force are used to break into or out of the building.

#### We will not pay for:

- loss of or damage to contents:
  - removed for sale, exhibition or storage;
  - in the open caused by storm or flood;
- theft of money from a building where you or your family work;
- loss of or damage to office equipment including laptop computers.
- 18 Moving to a new home we will pay for sudden and unexpected loss of or physical damage to your contents (but not money) while they are being moved to your new permanent home in the British Isles by professional removers. This includes while they are temporarily stored for up to seven days in furniture storage.

#### We will not pay for:

- damage to china, glass and similar brittle items, unless they have been packed by professional packers;
- loss or damage that is not reported to us within seven days of your contents being delivered to your new home.

- 19 Gifts we will increase your sum insured by £5,000:
  - one month before and after Christmas or a similar religious festival to cover gifts and related additional purchases;
  - one month before and after the wedding day of you or any member of your family to cover wedding gifts and related purchases in your home, at the reception, in the couple's marital home or being transported between any of these places.
- 20 **Tenant's cover** if you are the tenant of your home, we will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the buildings section to any:
  - fixtures and fittings, greenhouses and sheds you have installed at your home and for which you are responsible;
  - part of the structure, decorations, fixtures and fittings of your home that you are responsible for as a tenant under a tenancy agreement. The most we will pay is £10,000.
- 21 Jury service we will pay up to £50 each day (for up to 20 days) towards loss of earnings and expenses you cannot get back as a result of serving as a juror.
- 22 Alternative accommodation if your home is not fit to live in following loss of or damage to contents for which we will pay a claim under this section, we will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including your pets), or ground rent which you have to pay, for the time necessary for your home to be restored to a condition which is fit to live in.
- 23 **Replacing locks** we will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.
- 24 Fatal accident cover we will pay £10,000 if you or your husband, wife or partner die within 30 days as a direct result of:
  - an accident, assault or a fire in your home;
  - an accident while travelling in the British Isles as a fare-paying passenger in any road or rail vehicle;
  - an assault away from your home but within the British Isles.
- 25 Prams and wheelchairs we will pay up to £500 if a pram or wheelchair is stolen or damaged anywhere in the world. Accessories are only covered if they are stolen with your pram or wheelchair.
- 26 Frozen food we will pay the reasonable cost of replacing food and drink in your fridge or freezer that you cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.

27 **Title deeds** – we will pay up to £2,500 to replace the title deeds of your home following loss or damage caused by events 1 to 10 while they are in your home or in the offices of your mortgage lender, solicitor or bank.

#### 28 Downloaded music and other information

– we will pay for the cost of replacing music and other downloaded information you have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8. We will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most we will pay for any one event is £2,500.

#### Settling claims

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear:

- on clothing and household linen that cannot be repaired;
- if your sum insured is less than the full cost of replacing all your **contents** as new.

When we pay your claim we will take off the amount of the excess shown in your schedule and as shown in your policy. This does not apply under 'Your liability to others' and Extra covers 21 to 28.

The most we will pay for **valuables** is the limit shown in your schedule and/or specification.

The most we will pay for all other items is the limit shown in the policy or the sum insured shown in your schedule.

See 'Your duty to check information and tell us of any changes' under Conditions which apply to the whole of your policy'.

#### Personal possessions section

#### **Events**

We cover, anywhere in the world, sudden and unexpected loss of or physical damage to the specified and unspecified items shown in your schedule and/or **personal possessions** specification that are owned by you or your **family** or for which you or they are responsible.

We will not pay for:

- theft from an unattended motor vehicle unless the vehicle was securely locked and the property was hidden in a glove or luggage compartment;
- unauthorised use of a charge, credit or debit card by you or a member of your family;
- theft of a pedal cycle if left unattended away from your home unless it is securely locked to a permanent structure or in a locked building;
- theft of pedal cycle accessories, unless they are stolen with the pedal cycle;
- loss of or damage to:
  - sports equipment while it is being used;
  - contact lenses;
  - a pedal cycle while you are using it for racing, pacemaking or trials;
  - household goods;
  - vehicles and craft and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
  - deeds and documents;
  - documents and certificates showing ownership of shares, bonds and other financial investments.

#### Unspecified personal possessions

The most we will pay is:

- up to £1,500 for any item of clothing, sports equipment or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards;
- up to £500 for any one unspecified pedal cycle including accessories;
- up to £500 for loss of money or the unauthorised use of a charge, credit or debit card. You and your family must keep to your card issuer's conditions.

We will not pay more than the sum insured shown in your schedule and/or specification.

#### Specified items

The most we will pay is the sum insured for that item shown in your schedule and/or specification.

#### Settling claims

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear on clothing that cannot be repaired.

When we pay your claim we will take off the amount of the excess as shown in your schedule.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of your policy'.

#### Family legal expenses

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.

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.

If you wish to speak to our legal teams about a legal problem, please phone us on 0344 893 9313 quoting reference 6802507. We will ask you about your legal issue and if necessary call you back to give you legal advice.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0344 893 9313 quoting reference 6802507 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 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.

The following definitions have specific meanings and are only applicable to the Family Legal Expenses section of the policy. These meanings are shown below and will be printed in bold type.

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 – All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS standard terms of appointment, plus 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 – 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. 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 – For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.). For criminal cases, the date you began, or are alleged to have begun, to break the law. For insured incident 6 tax protection, the date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.

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

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.

#### Family Legal Expenses Insurance

We agree to provide the insurance described in this section subject to the terms, conditions, exclusions and limitations set out, provided that:

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

What we will pay

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

- a) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000;
- b) the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm:
- c) in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist;
- d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and;
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

What we will not pay for:

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

#### **Insured Incidents**

#### 1. Employment Disputes

What is covered – A dispute relating to your contract of employment.

What is not covered – A claim relating to:

- a) employer's disciplinary hearings or internal grievance procedures;
- any claim relating solely to personal injury (see insured incidents Personal Injury);
- c) a settlement agreement while you are still employed.

#### 2. Contract Disputes

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

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

Please note that:

- you must have entered into the agreement or alleged agreement during the period of insurance, and;
- the amount in dispute must be more than £250 (including VAT).

What is not covered – A claim relating to the following:

- a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- b) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim);
- 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.

#### 3. Personal Injury

What is covered – A specific or sudden accident that causes your death or bodily injury to you.

What is not covered – A claim relating to the following:

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

#### 4. Clinical Negligence

What is covered – An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.

What is not covered – A claim relating to the following:

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

#### 5. Property Protection

What is covered – A civil dispute relating to your principal home, or personal possessions, that you own, or are responsible for, following:

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

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

#### What is not covered:

- a) a claim relating to the following:
  - a contract you have entered into;
  - any building or land except your main home;
  - 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;
  - work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
  - mining subsidence;
  - 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);
  - the enforcement of a covenant by or against you.
- b) defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter-claim;
- c) the first £250 of any claim for legal nuisance or trespass. This is payable by **you** as soon as **we** accept the claim.

#### 6. Tax Protection

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

What is not covered – Any claim if you are self-employed, or a sole trader, or in a business partnership, or any investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

## 7. Jury Service and Court Attendance What is covered – your absence from work:

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

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

What is not covered – Any claim if you are unable to prove your loss.

#### 8. Legal Defence

What is covered – costs and expenses to defend your legal rights if an event arising from your work as an employee leads to:

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

What is not covered – Any claim relating to you driving a motor vehicle.

## 9. Identity Theft Protection What is covered:

- a) following a call to the identity theft helpline service we will assign a personal caseworker who will provide phone advice and a personal action plan to help regain your identity;
- b) if you become a victim of identity theft, we will pay
  the costs you incur for phone calls, faxes or postage
  to communicate with the police, credit agencies,
  financial service providers, other creditors or debtcollection agencies. We will also pay the cost of
  replacement documents to help restore your identity
  and credit status;
- c) following your identity theft we will pay:
  - legal costs to reinstate your identity including costs for the signing of statutory declarations or similar documents;
  - legal costs to defend your legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to identity theft;
  - loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

#### Please note that:

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

What is not covered – Any claim relating to the following:

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

#### **Family Legal Expenses Exclusions**

#### 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.

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

#### 4. Assessing and recovering costs

- a) you must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this;
- b) you must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.

## 5. Cancelling an appointed representative's appointment

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

#### 6. Withdrawing cover

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

#### 7. Expert opinion

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

#### 8. Arbitration

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

#### 9. Keeping to the section 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. Claims under this section by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this 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.

#### 11.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.

#### 12.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.

#### Helplines

The following helpline services are available under this section

#### Legal Advice Service 0344 893 9313

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.

#### Tax Advice Service 0344 893 9313

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.

#### Health & Medical Information 0344 893 9313

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.

#### **Identity Theft Service 0344 848 7071**

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

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

#### Counselling Service 0344 893 9012

(24 hours a day, seven days a week.)

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.

#### Conditions which apply to the whole of your policy

#### **Conditions**

- 1 You must do all you can to prevent and reduce any costs, damage, injury or loss.
- You must tell us about any insurance related incidents of loss, damage (such as fire, water damage, theft or an accident) or liability as soon as possible whether or not they give rise to a claim. You must give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 3 You must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 4 Fraud

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:

- void the policy in the event of any fraud which occurred during the application process, which means we will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, we will:

- not return to you any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection' in your statement of facts.
- 5 We may cancel your policy where there is a valid reason for doing so by giving you seven days notice in writing to your last known address. We will refund any premium which may be due to you in accordance with the terms of this condition. Valid reasons may include but are not limited to:
  - If you advise us of a change of risk under your policy which we are unable to insure;
  - Where you fail to respond to requests from us for further information or documentation;
  - Where you have given incorrect information and fail to provide clarification when requested;
  - Where you breach any of the terms and conditions which apply to your policy;
  - The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

You have the right to cancel your policy at any time by contacting your insurance advisor.

If the policy is cancelled, either by you or us, within 14 days of you receiving it (or for renewals, within 14 days of your policy renewal date), if no claims have been made we will refund the premium you have paid. If a claim is made we will charge you for the days we have been on cover (applying a minimum premium of £15 plus Insurance Premium Tax). The balance of the premium will be returned to you.

If the policy is cancelled, either by you or us, after 14 days of you receiving it (or for renewals, after 14 days of your policy renewal date), we will charge you on a pro rata basis for the time we have been on cover.

Where either you or we cancel your policy and you pay under a credit agreement with us, you authorise us on your behalf to cancel your credit agreement.

If you fail to pay your premium we may cancel the policy and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your policy by a third party but seek full recovery of any payments made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

- 6 Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.
- 7 If any claim is covered by any other insurance, we will not pay for more than our share of that claim.
- 8 Your duty to check information and tell us of any changes

It is important you check your most recent statement of facts as this sets out the information we were given when we agreed to provide you with the cover and the terms of your policy.

Although we may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information please contact us as soon as possible.

Changes to information we need to be informed of include, but are not limited to, these situations:

- a temporary or permanent change of address;
- if your home becomes unoccupied or unfurnished;
- a change of occupancy (e.g. becoming let, sublet or part let);

- if the costs of rebuilding your home in full or replacing all of your **contents** as new exceed the limits shown in your schedule;
- if you or anyone currently living with you has a conviction, pending prosecution or a police caution for any offence other than driving offences;
- if you or anyone currently living with you have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgements in relation to debt;
- if you change your occupation;
- if your home is being used for business or professional purposes;
- if your home is not in a good state of repair;
- if your home is undergoing structural alteration, structural repair, restoration or renovation.

Any changes, if accepted by us, will apply from the date indicated on your updated schedule. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your policy, as set out under Condition 5.

If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- 1) If we would not have provided you with any cover we will have the option to:
  - a. void the policy, which means we will treat it as if it had never existed and repay the premium paid;
     and
  - b. seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- 2) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.
- 3) If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium to be paid in full.

#### Exclusions which apply to the whole of your policy

We will not pay for the following.

- 1 Any reduction in value.
- 2 Any loss which happens as an indirect result of an event for which you are insured.
- 3 Any accident or incident that happens outside any period of insurance that is covered by this policy.
- 4 The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
- 5 Loss or damage to any items used in connection with any business, trade or profession except office equipment used for clerical purposes in the home or items insured as specified **personal possessions**.
- 6 Any legal liability resulting from any business, trade or profession.
- 7 Any claim resulting from:
  - deliberate or criminal acts by you or your family;
  - gradual causes including deterioration or wear and tear;
  - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
  - any process of cleaning, repair or alteration;
  - vermin, insects or chewing, scratching, tearing or fouling by pets;
  - electrical or mechanical failure or breakdown;
  - faulty design, materials or workmanship;
  - the failure of a computer chip or computer software to recognise a true calendar date;
  - computer viruses;
  - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
  - war, revolution or any similar event;
  - pollution or contamination which was:
    - the result of a deliberate act;
    - expected and not the result of a sudden, unexpected and identifiable incident.
- 8 We will not pay for any claim arising directly or indirectly from an act of terrorism.
  - In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

#### Our complaints procedure

#### Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

#### Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your broker or insurance intermediary as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that our representatives have sent you.

If we cannot resolve your complaint straight away, we will aim to resolve your concerns as soon as possible. We will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

#### The Financial Ombudsman Service (ombudsman)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you may be able to ask the ombudsman to formally review your case. You must contact the ombudsman within six months of our final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service Exchange Tower London E14 9SR

You can telephone for free on:

0800 023 4567 for people phoning from a "fixed line" (for example a landline at home)

0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and you are entitled to contact the ombudsman at any stage of your complaint. For more information please contact the ombudsman directly or visit www.financial-ombudsman.org.uk

#### The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

#### Making a claim

If you need to make a claim you can contact us on the numbers below.

When you contact us about a claim you will need to tell us:

- your name, address and telephone number(s);
- the place where the loss or damage occurred;
- what caused the loss or damage.

### Emergency assistance 0800 923 4202

24 hours a day

## Claims advice and assistance 0800 923 4200

Monday to Friday, 8am to 6pm and Saturday, 9am to 1pm

#### Family legal expenses

If you wish to speak to a **DAS** legal team about a legal problem, please phone **DAS** on 0344 893 9313 quoting reference 6802507.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **DAS** on 0344 893 9313 quoting reference 6802507.

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





#### Zurich Insurance plc

Underwritten by Zurich Insurance plc. A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

#### DAS Legal Expenses Insurance Company Limited

The 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 | 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**

The Head and Registered Office: DAS Law Limited | North Quay | Temple Back | Bristol BS1 6FL Registered in England and Wales, number 5417859 | www.das.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.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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