

HOUSE & HOME  
HIGH VALUE PROPERTY INSURANCE

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ULTRA  
HOME INSURANCE POLICY

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## About your policy

Thank you for choosing to insure your home through House and Home. Ultra Home insurance has been developed by House and Home, a trading division of iprism Underwriting Agency Ltd, to meet the insurance needs of owners of high value homes and possessions.

This is your Ultra Home Insurance policy, which is made up of several documents, which form the contract between you and the Insurer shown in your policy schedule. These documents are:

- the statement of facts or the proposal form
- the policy wording
- the schedule

In addition there may be further documents as follows:

- endorsements
- specification of items/property Insured.

### Statement of facts/Proposal form

This is a record of the statements that you made when applying for this insurance – in the case of the statement of facts it is a record of information you have entered into our computer systems or have advised in the course of a telephone conversation or other media. You may have been asked to complete a proposal form, which asks you certain specific questions to which you have provided answers.

The Insurers have used the information you have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. It is extremely important that you check this document most carefully to ensure that all the statements are correct to the best of your knowledge. Please note you should also tell us about any other material information that may affect Insurers decision to provide insurance or the premium and terms. Failure to do this may mean that we can refuse to pay a claim or we can treat this insurance as though it had never existed. If you are in any doubt, you should speak to us or your insurance adviser.

You must tell us about any change in circumstances which occurs before or during the period of insurance and which may affect this insurance. We may then amend the premium charged and the terms of this policy.

### The policy wording

The policy wording is a standard contract form which details in 5 sections the cover provided, exclusions to the cover, conditions you must comply with in addition to other formal information such as what you need to do if you have a complaint, information on how to get help, and definitions of words that have a special meaning. The schedule will show which sections are operative and which are not.

### The schedule

The schedule details which sections of the policy are operative and the major sums insured and limits that apply to each of those sections. The schedule also details the location(s) that are being insured by the policy and the main excesses that apply to a claim. Finally the schedule will show if there are any additional endorsements applying or if there is a specification attaching to the policy.

### Endorsements

Endorsements are attachments to the schedule that alter the policy in some way.

### Specification of items/property Insured

A specification may be attached to a schedule to list specific items that are being insured under a section of the policy to provide more detail about other property.

**Please take time to read all these documents to make sure that the cover provided meets your needs and that you understand the terms, exclusions and conditions. If there is anything you do not understand or you need to change please contact your insurance adviser immediately.**

### Cancellation

If, having examined your policy documentation, you decide not to proceed, you may cancel, this policy within the first 14 days. The 14 day period starts on the day you receive the policy documentation, or the day you enter into this contract of insurance whichever is the later. When we have received notice of your decision not to proceed, any premiums you have paid will be returned, unless you have made a claim. If you have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to you.

You may cancel the policy after the first 14 days and the policy can be cancelled by us. Please see the full cancellation condition in the general conditions for details.

### If your home is unoccupied or unfurnished

You must tell us if your home is, or is likely to be, unoccupied or left unfurnished. We may then amend the terms of this policy.

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## About your policy

### **Having work done to your home**

You must provide us with full details of any building work or heat processes including restoration, repair, redecoration, maintenance or other similar work, where the estimated value of the works is in excess of £75,000, or before the signing of any contract which, in any way, removes or limits your legal rights against a contractor.

If you do not notify us and provide us with full details before the work is due to start any loss, directly or indirectly caused by or relating to the work, will not be covered under your policy.

### **Who is iprism regulated by?**

iprism Underwriting Agency Limited is regulated by the Financial Services Authority (FSA), who are an independent watchdog that regulates financial services. You can check our FSA registration (registration number 460209) by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling the FSA on 0845 606 1234.

Most claims, information and assistance services are available 24 hours a day, 7 days a week. Please quote Ultra Home when you telephone. If you have your policy number handy it helps us locate your records so that your call can be dealt with as quickly and efficiently as possible.

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# Ultra Home Assistance

Ultra home assistance is provided by DAS Legal Expenses Insurance Company Limited (DAS) who are authorised and regulated by the Financial Services Authority. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk).

## Helpline services

DAS provide these services 24 hours a day, seven days a week during the period of insurance. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

To help DAS check and improve their service standards, they record all calls, except those to the counselling service. When phoning, please tell DAS your policy number or the name of the scheme you are in. Please do not phone DAS to report a general insurance claim.

**To contact these services (except the identity theft and counselling services) phone DAS on 0845 4650008.**

## EuroLaw legal advice service

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

## Tax advice service

DAS will give an insured person confidential advice over the phone on personal tax matters.

## Identity theft

DAS will provide an insured person resident in the UK, Northern Ireland or the Channel Islands with detailed guidance and advice over the phone for any concerns about being or becoming a victim of identity theft.

**For help, phone 0845 4650009. The helpline is open 8am-8pm, 7 days a week.**

## Health and medical information service

DAS will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

**Between the hours of 7pm and 9am DAS will take a message and one of their health and medical advisors will contact the insured person the next day or at an agreed time.**

## Counselling

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

**To contact the counselling helpline, phone DAS on 0845 4650010.**

**For the following four helpline services, you will be responsible for paying the costs for the help.**

## Domestic help

DAS will arrange help or repairs needed if an insured person has a domestic emergency in your home, such as a burst pipe, blocked drain, broken window or building damage.

## Veterinary help

DAS can help find a vet who can offer treatment if an insured person's pet is ill or injured.

## Childcare help\*

DAS can help an insured person find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to an insured person) and an insured person needs to make alternative childcare arrangements.

## Home help\*

DAS can help an insured person find cleaning staff, au pairs and housekeepers if an insured person needs assistance to run their home in a crisis (such as illness or injury to an insured person).

**\* DAS can provide insured persons with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, DAS will contact them for the insured person the next working day and call the insured person back.**

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

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## Making a claim

### **Buildings, contents, art & antiques, valuables and liability**

To report a claim for damage to your buildings, contents, Art and antiques or valuables or notify us of an incident that may lead to a claim under the liability cover please call

**0845 4650021**

The claims advice line is available 24 hours a day 7 days a week. Apart from taking details of your claim the operators will be able to provide advice and immediate assistance.

To ensure the quality of the service we provide we may record or monitor your phone call.

As soon as we are aware of your claim and are able to confirm that the incident is covered by the policy we will do everything possible to make sure that the matter is dealt with quickly, professionally and with empathy.

We will give advice on how your claim will be dealt with and any excess that you have to pay. For certain claims we may need to appoint a loss adjuster to help you and us manage the claim and ensure the settlement of bills from suppliers and contractors. Apart from the excess you will not need to worry about payment of any bills associated with your claim for costs that are covered by the policy.

### **Home emergency**

This service is provided by DAS Legal Expenses Insurance Company Limited (DAS) and is available 24 hours a day, 7 days a week.

This service provides up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with a home emergency involving roof damage, the main heating system, plumbing and drainage, loss of the domestic power supply, failure of a toilet unit, home security, loss of keys or vermin infestation.

If you need a tradesperson to deal with a home emergency following a sudden, unexpected event requiring immediate corrective action, for example to stop a water leak, please use the emergency helpline on

**0845 4650023**

When phoning, please state your name and your home address including postcode; and the nature of the problem.

Before asking for help, please check that the problem is covered by the Home emergency section of the policy. It is important that you contact the DAS assistance centre as soon as possible after the home emergency and within 48 hours of becoming aware of the problem.

Do not arrange for a contractor yourself, as DAS will not pay for this.

When you have given DAS details of your claim and it has been accepted, DAS will arrange for one of their approved contractors to help you as quickly as possible. DAS will tell you what to do next.

All phone calls to DAS are monitored and recorded as part of their training and quality assurance programmes. By using this service you are agreeing to DAS recording your call.

Please note that remote locations and bad weather may affect normal standards of service.

In a situation that could result in serious risk to you or substantial damage to your home, you should immediately contact the emergency services (fire, police or ambulance). If there is an emergency relating to a service such as water or gas, you should also contact any company responsible for supplying the service.

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## Making a claim

### **Legal advice and family legal protection claims**

This service is provided by DAS Legal Expenses Insurance Company Limited (DAS) and is available 24 hours a day, 7 days a week.

For legal advice and to make a claim under the family legal protection section please call:

**0845 4650008**

If you need to make a claim, DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice.

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

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

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

Or you can email your claim to: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

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

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## Customer complaints

This insurance is administered on behalf of Your Insurer by iprism Underwriting Agency Limited.

We hope that You are extremely happy with Your Ultra Home insurance Policy but We do recognise that on occasions things can go wrong.

If Your complaint is about the way Your Policy was sold to You please contact Your insurance advisor who arranged Your policy for You. Their address and telephone number are shown on Your Policy Schedule.

If You have a complaint about Your Insurer or a claim please contact Your Insurer directly Their contact details can also be found on Your Policy Schedule.

Once Your Insurer has received Your complaint they will;

- Send an acknowledgment of Your complaint within 5 working days of receiving it and notify You of the name of the person managing Your complaint

and

- Respond in full to Your complaint within 8 weeks If this is not possible for any reason they will write to You to explain why they have not been able to settle the matter quickly They will also let You know when they will contact You again

If You are not happy with the service provided under Section 4 - Family Legal Protection or Section 5 Home Emergency please contact DAS Customer Relations Department;

☎ Telephone	0117 934 0066
✉ By e-mail	customerrelations@das.co.uk
✉ In writing to	Customer Relations Department DAS House, Quay Side, Temple Back Bristol BS1 6NH

Details of DAS' internal complaint-handling procedures are available on request

If You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service (FOS);

☎ Telephone	0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile
✉ In writing to	Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR
🌐 Website	www.fos.org.uk

The Financial Ombudsman Service (FOS) is open to;

a consumer

a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed £2 million

a charity with an annual income of less than £1 million

a trustee of a trust with a net asset value of less than £1 million.

You can refer to the Financial Ombudsman Service if You are dissatisfied with Your Insurers final response or if they have not issued their final response within eight weeks from the time You first raised the complaint. However they will only consider Your complaint once You have tried to resolve it with Your Insurer.

Following the complaints process does not affect Your right to take legal action

Financial Services Authority

iprism Underwriting Agency Limited is authorised and regulated by the Financial Services Authority. You can check their website at [www.fsa.gov.uk](http://www.fsa.gov.uk) which includes a register of all the firms they regulate or You can phone them on 0845 606 1234

Financial Services Compensation Scheme (FSCS)

iprism and Your Insurers are covered by the Financial Services Compensation Scheme (FSCS) This means that You may be entitled to compensation from the scheme if We cannot meet Our obligations This depends upon the type of business and the circumstances of the claim Further information about the scheme is available from the FSCS

☎ Telephone	0800 678 1100 or 020 7741 4100
✉ By e-mail	enquiries@fscs.org.uk
✉ In writing to	Financial Services Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU
🌐 Website	www.fscs.org.uk

If you telephone FSCS then please have any relevant correspondence to hand

**PLEASE NOTE THAT TELEPHONE CALLS MAY BE RECORDED AND/OR MONITORED.**

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## Meaning of words

Each time **we** use one of the words or phrases listed below it will be shown in bold type and it will have the same meaning wherever it appears in **your policy** unless **we** state otherwise.

### Art and antiques

Individual items, collections and sets that have artistic or historical value, are rare or unique all belonging to **you** for which **you** are legally responsible including:

- antique and designer furniture
- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts
- tapestries and rugs
- clocks and barometers
- curios, objets d'art
- statues and sculptures
- stamps, coins, medals and other collectable property
- china, glassware and porcelain
- household gold, platinum, pewter and silverware including plate.

**Art and antiques** does not include

- **valuables**
- **art and antiques** which is **business** property.

### Buildings

Any permanent structure within the grounds of **your home** used for domestic purposes including:

- fixtures and fittings and decorative finishes
- fitted bathrooms and suites, fitted kitchens and flooring
- fixed central heating systems and domestic tanks
- solar heating panels and wind turbines
- underground services, cables, utilities, drains, pipes, cesspits, septic tanks, inspection hatches and covers
- stair and passenger lifts
- permanent swimming pools, hot tubs and hard tennis courts
- television, satellite and radio receiving aerials and dishes their fittings and masts fixed to **your home**
- terraces, patios, ornamental man-made ponds, fountains, driveways and footpaths
- boundary and garden walls, gates, railings, hedges and fences

which belong to **you** or for which **you** are legally responsible and are situated at the address shown in the **schedule**.

**Buildings** does not include:

- any structure or part of a structure used for any **business** activity other than **incidental business** carried out by **you** or on **your** behalf
- any plant or tree, other than hedges
- land or water.

### Business

Any full or part-time employment, trade, occupation, profession or farm operation.

### Business equipment

Furniture, equipment, supplies and stock used in connection with a **business** conducted from the **home**.

### Contents

Household goods, **business equipment**, **personal belongings** and **tenant's improvements** which **you** own or for which **you** are legally responsible including:

- the **personal belongings** of permanent members of **your** household whilst living away from **home** attending university, college or boarding school or whilst on a work placement as part of their course or studies
- the **personal belongings** of **dependant relatives** who are resident in a nursing home or residential care home
- television, satellite and radio receiving aerials and dishes their fittings and masts fixed to **your home**

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## Meaning of words

- fixtures and fitting and interior decorations for which **you** are legally responsible as occupier and not as owner and are situated at an address shown in the **schedule**.
- all equipment **you** own or for which **you** are legally responsible and use in connection with a registered disability including any fixtures and fittings installed and not covered by **your buildings policy**.

**Contents** does not include:

- **art and antiques**
- **valuables**
- motorised vehicles and watercraft other than:
  - motorised domestic gardening equipment
  - golf carts, models and toys
  - vehicles designed to assist disabled persons which are not registered for road use
  - motorcycles with any engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the **home**
  - rowing boats, dinghies, surfboards, sailboards, windsurfers and jet skis
- caravans and trailers other than trailers and non motorised horse boxes up to 15 feet in length
- aircraft and hovercraft
- **money, credit cards**, lottery and raffle tickets
- electronic data
- animals plants and trees
- land or water.

### **Credit cards**

Credit, debit, charge, bank, building society or cash point cards.

### **Dependant relative**

**Your** parents, grandparents, step parents, step grandparents, and adoptive parents and their spouse or domestic partner.

### **Endorsement**

A change to the terms of the **policy**. If any apply they will be stated in **your schedule**.

### **Excess**

The first part of an agreed claim for which **you** are responsible. The amount of the **excess** is shown in the **schedule**.

### **Home**

The **buildings** and land described in the title deeds of **your** private residence(s) including any garages, outbuildings and greenhouses used for domestic purposes at the address shown in the **schedule**.

### **Incidental business**

A **business** activity conducted at or from **your home** shown on the **schedule** undertaken solely by **you** which does not involve the employment of others for more than 1500 hours in any **period of insurance** and the total gross annual revenue does not exceed £25,000.

### **Injury**

Bodily injury, death, illness, disease, mental injury anguish or nervous shock.

### **Insured, you, your**

The company, trust or person(s) named in the **schedule** as the **insured** and all permanent members of the household including domestic staff who live in the **home**.

### **Insurer, our, us, we**

The **Insurer** named in the **schedule** on whose behalf this insurance document is issued.

### **Money**

Current cash, bank or currency notes, cheques, premium bonds, bank drafts, postal or money orders, current postage stamps, national savings stamps and certificates, traveller's cheques, travel and other tickets with a fixed monetary value, phone cards, gift vouchers and share certificates.

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# Meaning of words

## Outdoor items

Items designed to be left outside including garden furniture, statues, ornaments, barbecues, children's play equipment, marquees, and portable gazebos.

## Period of insurance

The period beginning with the effective date shown in the **schedule** and ending with the expiry date and any other period for which the **policy** is renewed.

## Permanently physically disabled

- The loss of use of a complete arm, hand, foot, or leg

or

- Severe visual impairment

## Personal belongings

The following property solely used for domestic purposes all belonging to **you** or for which **you** are legally responsible:

- clothing including clothing used for motor cycling
- furs, spectacles and hearing aids
- baggage and other items normally carried about the person
- photographic and mobile communication equipment
- electronic equipment
- sports equipment, musical instruments and pedal cycles.

## Policy

The **policy**, the current **schedule** and any endorsements.

## Proposal form/statement of fact

The information provided by **you** on which this **policy** is based and which along with the **policy** and **your** agreement to pay the premium form the contract between **you** and **us**.

## Schedule

The most recent version of the document showing **your** name and address, the locations of the **homes** insured under this **policy**, the sums insured, and any special terms that apply to **your policy**.

## Tenant's improvements

Improvements, alterations and decorations which have been made to the **home** by **you** or a previous occupier and which belong to **you** or for which **you** are legally responsible.

## Unfurnished

Insufficiently furnished for normal living purposes.

## United Kingdom

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

## Unoccupied

Not having been lived in by **you** or anyone with **your** permission for 60 days in a row.

## Valuables

Jewellery, precious stones, watches, furs, and guns all belonging to **you** or for which **you** are legally responsible.

## Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replicating or not. The definition of **virus or similar mechanism** includes but is not limited to trojan horses worms and logic bombs.

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## The Policy

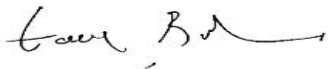
The **Insurers** have used the information **you** have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. This information together with this policy wording, the policy summary, the statement of fact or proposal form and any endorsements form the contract of insurance and must be read together. Please read **your** policy and summary carefully to ensure they meet **your** needs.

**You** must tell **House and Home** about any change in circumstances which occurs before or during the **period of insurance** and which may affect this insurance. **We** may then amend the premium charged and the terms of this **policy**. If **you** do not tell **us your** right to claim may be affected.

The **Insurer** has agreed to insure **you** under the terms, conditions and exclusions in, or endorsed on, this **policy** during the **period of insurance** for which **your** premium has been accepted. The name of **your Insurer** can be found on the **schedule**.

**We** will not make any payment under this **policy** unless **you** have paid the premium.

Signed for and on behalf of the **Insurer**.



**Gary Burke**

Chief Executive

House and Home

House and Home is a trading style of iprism Underwriting Agency Ltd. Registered in England and Wales No. 5604278. Registered office 133 Houndsditch, London EC3A 7BX

This section is operative for any **home** where a sum insured under the heading of **buildings** is shown in the **schedule**. The general conditions and general exclusions apply to this section.

### What is covered

#### Part A - Loss or damage to the buildings or tenants improvements

Following physical loss or damage to the **buildings** **we** will pay the cost incurred of repairs, replacement or reinstatement.

The most **we** will pay for loss or damage to the **buildings** is the sum insured. **We** will not make any deduction for wear, tear or depreciation and the sum insured will not be reduced by the amount paid under any claim.

#### Part B – Additional covers

These additional covers only apply if the **buildings** of the **home** are covered by this section.

##### Alternative accommodation

**We** will pay the cost of reasonable alternative accommodation for **you, your** domestic pets and horses incurred whilst **your home** cannot be lived in as a result of:

- physical loss or damage **we** have agreed to pay for under this section
- a civil authority prohibiting **you** from living in **your home** as a direct result of physical loss or damage at a neighbouring property that would be an insured loss under **your policy**.

**We** will not pay for costs incurred beyond a period of 5 years from the date the damage or prohibition first occurred.

##### Carpets, curtains and appliances

If **your home** is rented out **unfurnished**, **we** will also insure **your** carpets, curtains and domestic appliances under this section against physical loss or damage occurring during the **period of insurance**, provided they are not insured elsewhere.

**We** will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost.

**We** will not deduct any amount for wear and tear unless the item is more than five years old. The most **we** will pay in total for each incident of loss is £5,000.

##### Emergency access to the home

**We** will pay up to £5,000 to repair damage to **your home** which occurs as a result of forcible entry to the **home** to attend a medical emergency.

##### Essential alterations

**We** will pay up to £30,000 towards the cost of reasonable and necessary alterations to facilitate access to **your home** and allow **you** to live unassisted if **you** become **permanently physically disabled** as a result of an accident during the **period of insurance**. **We** will only pay these costs:

- if **we** agree to the alterations and **our** contribution towards them before the alterations are carried out; and
- if **you** allow a medical adviser chosen by **us** to examine **you** and **you** provide all medical records.

For the purpose of this Additional cover the definition of **you** does not include domestic employees who live in the **home**.

##### Fees and additional expenses

Following physical loss or damage to the **buildings** **we** will pay costs reasonably and necessarily incurred for:

- architects, surveyors, consulting engineers and legal and other associated fees
- removal of debris including removal of fallen trees and branches
- complying with statutory regulations or local authority requirements.

##### Finding a leak

**We** will pay up to £50,000 for costs incurred, including the necessary cost of removing any part of **your home**, to find the source of a leak:

- of domestic heating oil, water or gas from the fixed central heating, gas or water system in **your home**
- from the underground service pipes to the **home** for which **you** are legally responsible

provided that the leak occurs during the **period of insurance**.

**We** will not pay for the cost of any physical loss or damage to **your** household heating or water system itself.

### Gardens and trespass protection

**We** will pay up to 10% of the **buildings** sum insured at the location where the loss occurs for reasonable costs incurred for restoration and re-landscaping of **your** garden including removal of litter and repair of gates and fences if it is damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft
- collision by vehicles, animals, aircraft or anything dropped from them
- the emergency services attending an emergency at **your home** or a neighbouring property
- any unlawful trespass.

**We** will not pay more than £2,500 for any one tree, shrub or plant.

### Land

**We** will pay up to 10% of the **buildings** sum insured at the location where the loss occurs to stabilise, excavate or replace land around or under the **buildings** required as a result of loss or damage covered by this section of the **policy**.

### Large loss waiver

The **excess** shown on the **schedule** will not apply to any claim where the agreed amount exceeds £10,000 other than in respect of claims for subsidence landslip and heave where the **excess** shown on the **schedule** will apply irrespective of the claim amount.

### Lock and key replacement

**We** will pay the cost of replacing locks and keys to **your home**, including intruder alarm and safe keys, if they are lost stolen or damaged. The **excess** shown in the **schedule** does not apply in respect of any claim for lock and key replacement.

### Mortgagee's and interested parties

Any act or neglect by **you** or the occupier of any **home** insured under this section which increases the possibility of loss of damage shall not prejudice the insured interest of any party whose interest is noted and shown in the **schedule** provided that they notify **us** immediately on becoming aware of such increased risk and pay any additional premium required.

### New acquisitions

**We** will pay up to 10% of the **buildings** sum insured at the location where the loss occurs for physical loss or damage to newly acquired fixtures and fittings, fitted furniture and appliances that are to be installed in **your home** provided they are not left in the open and **you** advise **us** within 60 days of the date of delivery and pay the full additional premium from the date of delivery. **We** reserve the right not to insure the newly acquired fixtures and fittings after the 60th day.

### Preventative measures

**We** will pay up to £5,000 for costs which **you** incur with **our** prior consent in taking reasonable measures to avoid or mitigate physical loss or damage covered by this section of the **policy**.

### Rebuilding cost guarantee

If **you** can provide **us** with an independent professional rebuilding cost valuation carried out on **your home** within the last five years and the sum insured has been based on this valuation **we** will pay the full cost of rebuilding or repairing any damage, even if it is more than the sum insured.

The rebuilding cost guarantee does not apply:

- if the **buildings** sum insured has not been maintained by **you** since the date of the valuation to represent the full rebuilding cost, including adjustments suggested by **us**, any re - evaluations and the annual adjustments for inflation
- if the **buildings** or any part of the **buildings** are listed
- if any works are carried out on **your home** where the cost of the work exceeds £75,000 and **you** have not informed **us** at the commencement of the works and notify **us** when they have been completed
- if any additions, alterations or improvements have been made to the **buildings** since the valuation was carried out unless **you** have amended the sum insured to reflect the work
- if **you** do not repair, replace or rebuild **your home** at the same location
- if **you** do not commence the repair or reinstatement within 180 days of the date of a partial loss
- if **you** cannot repair, replace or rebuild **your home** because **your** primary mortgagee or its assignees have recalled **your** mortgage.

### Rent owed to you

**We** will pay for any rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of physical loss or damage **we** have agreed to pay for under this section. **We** will not pay rent for more than 5 years.

### **Selling your home**

If **you** enter into a contract to sell any **home** insured under this section of the **policy** the purchaser is entitled to the benefit of the cover provided under this **policy** for the period from the exchange of contracts (the offer to purchase in Scotland) up to completion provided that the **home** is not insured by the purchaser or on their behalf.

### **Temporary removal of fixtures**

**We** will pay up to 10% of the **buildings** sum insured for permanent fixtures and fittings removed from the **buildings** for up to 60 days for repair restoration or safe keeping.

### **Unfixed building materials**

**We** will pay up to 10% of the **buildings** sum insured up to a maximum of £50,000 for newly acquired unfixed building materials and supplies owned by and kept within the grounds of **your home** for use in the construction, maintenance or alteration of **your home**.

### What is not covered

**We** do not cover:

Any loss or damage caused by:

- misuse, faulty workmanship or design, or the use of faulty materials
- repair, alteration, refinishing, dyeing, cleaning or renovating
- wear and tear, gradual deterioration, rust or oxidation
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- normal settlement, or shrinkage or by subsidence of newly made up ground, demolition, alteration, repair, or any similar work on the **buildings**
- a contaminant, pollutant, waste, smog, industrial or agricultural smoke
- anything which happens gradually, including rising damp
- mechanical or electrical faults or breakdown
- storm or flood to gates, hedges, fences and open sided buildings unless caused by impact from falling trees or telegraph poles
- coastal or river erosion.

Any loss or damage caused by subsidence, ground heave or landslip

- to domestic tanks, permanent swimming pools, ornamental man-made ponds, fountains, cesspits, septic tanks, terraces, patios, hard tennis courts, driveways, footpaths, boundary and garden walls, gates, railings, hedges and fences unless the main house is damaged at the same time by the same cause
- to solid floors unless the foundations under the load bearing walls are physically damaged at the same time by the same cause.

Any loss or damage whilst **your home** is **unfurnished** or **unoccupied** caused by

- the escape of water from fixed central heating and water systems, domestic tanks, apparatus or pipes and damage caused by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained
- theft, attempted theft, malicious damage or vandalism.

The cost of maintenance or routine redecoration.

The amount of any **excess** shown in **your schedule** other than

- for claims in **excess** of £10,000 where the large loss waiver applies
- for claims for lock and key replacement.



This section is operative for any **home** where a sum insured under the heading of **contents** is shown in the **schedule**. The general conditions and general exclusions apply to this section.

### What is covered

#### Part A - Contents

In the event of physical loss or damage to the **contents** at an insured address shown in the **schedule** and whilst anywhere in the world **we** will pay either:

- the cost of replacement or
- the cost of repairs for those items which can be economically repaired.

**We** will not make any deduction for wear, tear or depreciation and the sum insured will not be reduced by the amount paid under any claim.

**We** will not pay more than the sum insured shown in the **schedule**.

**We** will not pay more than:

- £7,500 for any one rowing boat, dinghy, hand propelled boat, surfboard, sailboard, jet ski and their accessories
- £7,500 for any one trailer or non motorised horsebox
- £10,000 for any one motorcycle with an engine capacity of less than 51cc, quad bike, golf cart or vehicle designed to assist disabled persons
- £7,500 for loss or damage to the **contents of your dependent relatives** who are residing in a nursing home or residential care home.

#### Part B – Art and antiques

In the event of physical loss or damage to **art and antiques** at an insured address shown in the **schedule** and whilst anywhere in the world **we** will pay for:

##### Unspecified items

- the market value at the time of the loss if the item, pair or set is lost or damaged beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set is partially damaged.

**We** will not pay more than the single article limit shown on the **schedule**.

##### Specified items

- the market value at the time of the loss or the sum insured shown on the specification whichever is the greater if the item, pair or set is lost or damaged beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

Provided that **you** can provide a professional valuation for the specified item which is no more than 3 years old at beginning of the **period of insurance** shown on the **schedule**.

**We** will not pay more than:

- 200% of the sum insured up to £100,000 in total for the item, pair or set concerned
- the sum insured for **art and antiques** as shown in the **schedule**.

#### Part C – Valuables

In the event of physical loss or damage to **valuables** at an insured address shown in the **schedule** and whilst anywhere in the world **we** will pay for:

##### Unspecified items

- the cost of replacement if the item, pair or set is lost or damaged beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

**We** will not pay more than the single article limit shown on the **schedule**

##### Specified items

- the market value at the time of the loss or the sum insured shown on the specification whichever is the greater if the item, pair or set is lost or damaged beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

**We** will not pay more than:

- 125% of the sum insured for the item, pair or set concerned
- the sum insured for **valuables** as shown in the **schedule**.

### Part D – Additional covers

#### Additional homes

**We** will pay up to 15% of the sum insured by this section for **your** main residence subject to a maximum amount of £50,000 in the event of physical loss or damage to **contents** at a private residence within the **United Kingdom** which **you** own or live in which is not shown on **your policy schedule** provided **you** advise **us** within 60 days of first occupying the additional **home** and **you** pay any additional premium due. **We** reserve the right not to insure the **contents** of the additional **home** after the 60th day.

#### Alternative accommodation

**We** will pay the cost of reasonable alternative accommodation for **you, your** domestic pets and horses incurred whilst **your home** cannot be lived in as a result of:

- physical loss or damage covered under this section of the **policy**
- a civil authority prohibiting **you** from living in **your home** as a direct result of physical loss or damage at a neighbouring property that would be a covered loss under **your policy**.

**We** will not pay for costs incurred beyond a period of 5 years from the date the damage or prohibition first occurred.

#### Data replacement

**We** will pay up to £10,000 towards the costs incurred in retrieving or reconstructing **your** personal or **incidental business** data stored in a computer in **your home** lost as a result of physical loss or damage covered under this section of the **policy**.

#### Death of Artist

**We** will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of any loss or damage. The maximum amount **we** will pay for any one piece of art is up to 200% of its sum insured and up to £100,000 in total.

#### Defective title

**We** will pay up to 10% of the sum insured by this section for **your** main residence subject to a maximum amount of £100,000 if it is proved that **you** do not have good title to an item of fine art and **you** are legally obliged to return it to its rightful owner provided that:

- the item was purchased by **you** during the **period of insurance**
- the rightful owner's claim for the item's return occurs during the **period of insurance**
- **you** can show **us** that **you** made reasonable enquiries about the provenance of the item prior to **your** purchase.

#### Domestic heating fuel and metered water

**We** will pay up to £50,000 for the loss of metered water or oil from **your** fixed domestic water or heating installation.

#### Fatal injury

**We** will pay £50,000 (unless limited by law to a lower amount) if within 12 months **you** die as a direct result of fire, lightning, explosion or violence by burglars in **your home** during the **period of insurance**.

#### Freezer contents

**We** will pay the cost of replacing food in **your** domestic freezer or refrigerator if it is spoiled by a rise or fall in temperature, provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority. The **excess** shown in the **schedule** does not apply in respect of any claim for freezer contents.

#### Gifts

**We** will pay up to 25% of the sum insured by this section for **your** main residence to cover gifts purchased for a wedding, anniversary, birthday or religious festival which **you** celebrate during the period of 30 days before and 30 days after the celebration.

#### Hire of replacement golf clubs overseas

**We** will pay up to £50 per day up to a maximum of £1,000 for the hire of replacement golf clubs following physical loss or damage to **your** golf clubs or any that **you** may have hired or borrowed whilst playing golf outside the **United Kingdom**.

#### Hole in one

**We** will pay £500 in the event of a hole in one being achieved by **you** in an official golf competition provided in the event of a claim **you** submit to **us** the scorecards and certificate from the club or match secretary. The **excess** shown in the **schedule** does not apply in respect of any claim for hole in one.

### Large loss waiver

The **excess** shown on the **schedule** will not apply to any claim where the agreed amount exceeds £10,000.

### Lock and key replacement

**We** will pay the cost of replacing locks and keys to **your home**, including intruder alarm and safe keys, if they are lost stolen or damaged. The **excess** shown in the **schedule** does not apply in respect of any claim for lock and key replacement.

### Marquees

**We** will pay up to £25,000 for any physical loss or damage to any marquee, associated lighting, heating and furnishings that **you** hire temporarily and are legally responsible for whilst at a **home** insured by this section of the **policy** and shown in the **schedule** provided the marquee and associated property is not insured elsewhere.

### Memorial stones

**We** will pay up to £5,000 for physical loss or damage to a memorial stone or plaque in memorial of **your** parent, spouse, partner or child and situated in the **United Kingdom**.

### Money

**We** will pay up to:

- £7,500 for physical loss or damage of **money** or
- £15,000 for physical loss or damage to **money** if in a locked safe at **your home**.

### New possessions

The **contents** sum insured at each **home** insured by this section and shown in the **schedule** is increased by 25% to cover newly acquired **contents** provided **you** advise **us** within 60 days of the date of purchase and **you** pay any additional premium due. **We** reserve the right not to insure the newly acquired **contents** after the 60th day.

### Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the loss or damage.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

### Personal documents

**We** will pay up to £10,000 towards the costs incurred in replacing lost or damaged deeds, bonds, securities and manuscripts.

### Personal property of guests and domestic employees

**We** will pay up to £7,500 for any physical loss or damage to the possessions of **your** guests and domestic employees whilst in any **home** insured by this section of the **policy** provided the possessions are not insured elsewhere. **We** will not pay more than £500 for any one article.

### Preventative measures

**We** will pay up to £5,000 which **you** incur with **our** prior consent in taking reasonable measures to avoid or mitigate loss or damage covered by this section of the **policy**.

### Removal of debris

Following physical loss or damage to the **contents, art and antiques** and **valuables** covered by this section of the **policy** **we** will pay reasonable and necessarily incurred costs incurred for the removal of debris.

### Rent owed to you

**We** will pay for any rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of physical loss or damage covered by this section of the **policy**. **We** will not pay rent for more than three years.

### Reward

**We** will pay up to £10,000 to any individual or organisation other than the Police, **you**, **your** guest or an insured relative, for information which leads to the arrest and conviction of any person(s) who commits an illegal act which results in a valid claim under this **policy**.

### Student course and residential fees

**We** will pay up to £20,000 for any unrecoverable course fees, examination fees and/or residential fees for any student member of **your** family which **you** have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or withdrawal of the student member from their course as a result of their death or becoming incapacitated due to an accident or long term illness.

**We** will also pay for additional costs reasonably incurred should the student have to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming incapacitated due to an accident or long term illness.

### Tenants extension (This cover only applies if you are a tenant or a leaseholder)

Rent **you** owe

**We** will pay for rent for a period of up to 5 years which **you** have to pay as a tenant whilst **your home** cannot be lived in as a result of physical loss or damage covered by this section of the **policy**.

Finding a leak

**We** will pay the costs incurred, including the necessary cost of removing **tenant's improvements** and landlords fixtures and fittings for which **you** are responsible to find the source of a leak:

- of domestic heating oil, water or gas from the fixed central heating, gas or water system in **your home**
- from the underground service pipes for which **you** are legally responsible outside the **home** but at the address shown in the **schedule**

provided that the leak occurs during the **period of insurance**.

**We** will not pay for the cost of any physical loss or damage to **your** household heating or water system.

Gardens and trespass protection

**We** will pay up to 10% of the sum insured by this section at the location where the loss occurs for reasonable costs incurred for restoration and re-landscaping of **your** garden including removal of litter and repair of gates and fences if it is damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft
- collision by vehicles, animals, aircraft or anything dropped from them
- the emergency services attending an emergency at **your home** or a neighbouring property
- any unlawful trespass.

**We** will not pay more than £2,500 for any one tree, shrub or plant.

### Trauma cover

Following a violent crime committed against **you** by a third party at **your home** **we** will pay:

- up to £500 for professional counselling fees
- up to £1,000 for temporary accommodation for up to seven days after the event to carry out agreed improvements to the security at **your home**
- up to £15,000 towards either:
  - the cost of upgrading **your** security systems should **we** decide this becomes necessary or
  - for necessary conveyancing removal and estate agency fees if, within 90 days of the event, **you** feel compelled to move home and had not already planned to do so.

This benefit will cease to be payable after 12 months from the date of the incident.

### What is not covered

**We** do not cover:

Any loss or damage caused by:

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**
- misuse, faulty workmanship or design, or the use of faulty materials
- repair, alteration, refinishing, dyeing, cleaning or renovating
- wear and tear, gradual deterioration, rust or oxidation
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- normal settlement, warping or shrinkage
- a contaminant pollutant, waste, smog, industrial or agricultural smoke
- anything which happens gradually, including rising damp
- mechanical or electrical faults or breakdown
- coastal or river erosion.

Any loss or damage to:

- quad bikes, motorcycles or golf buggies whilst they are being used
- rowing boats, dinghies or sailboards whilst they are being raced
- animals, birds or fish
- **contents** or **art and antiques** whilst in storage unless:
  - removed to a commercial storage facility
  - any theft or attempted theft involves force and violence to gain entry or exit
  - if the period of storage exceeds 60 days unless **you** have agreed this with **us** and paid any additional premium required.
- **valuables** whilst in storage
- an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported
- **valuables** and **money** belonging to visitors and domestic staff.

Any loss or damage whilst **your home** is **unfurnished** or **unoccupied** caused by:

- the escape of water from fixed tanks, apparatus or pipes and damage caused to such items by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained
- theft, attempted theft, malicious damage or vandalism
- additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation.

The cost of maintenance or routine redecoration.

Loss caused by **you** not receiving goods or services **you** have paid for through any internet website.

The amount of any **excess** shown in **your schedule** other than for claims

- in **excess** of £10,000 where the large loss waiver applies
- for freezer contents
- for lock and key replacement
- for hole in one.

The general conditions and general exclusions apply to this section.

### What is covered

#### Part A - Property owners' liability

Property owners' liability is only covered if the **buildings** for the relevant **home** are covered under Section 1 – Buildings of this **policy**.

**We** will pay

- up to £5,000,000 to indemnify **you** against all amounts that **you** become legally liable to pay in respect of any one incident for accidental:
  - **injury** to any person other than **you** or any persons employed by **you**
  - loss of or damage to propertyoccurring during the **period of insurance** and incurred:
  - as a result of **your** ownership of the **buildings** or land belonging to the **home**
  - under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** which **you** previously owned or occupied
- all **your** legal defence costs and expenses incurred with **our** written consent.

If **you** cancel this **policy** following the sale of **your home** the cover provided for liability incurred under the Defective Premises Act 1972 and the Defective Premises (Northern Ireland) Order 1975 will continue for seven years from the cancellation date provided no other **policy** covers this liability.

#### Additional cover to Part A

##### Acquired land

**We** will indemnify **you** against all amounts which **you** become legally liable to pay as owner of any land that **you** acquire within the **United Kingdom** during the **period of insurance** provided that:

- the land has not been acquired for property development or any **business** pursuit or **business** activity
- there are no **buildings** on the land
- **you** inform **us** within 60 days of the acquisition and pay any additional premium required
- **you** are not entitled to indemnity under any other insurance.

#### Part B - Occupiers', personal and employers' liability

Occupiers', personal and employers' liability is only covered if Section 2 – Contents of this **policy** is shown as operative on the **schedule**.

**We** will pay:

- up to £10,000,000 to indemnify **you** against all amounts **you** become legally liable to pay in respect of any one incident for accidental injury to domestic employees
- up to £5,000,000 to indemnify **you** against all other amounts **you** become legally liable to pay in respect of any one incident for accidental bodily injury or illness and accidental loss of or damage to property
  - as occupier (not as owner) of the **home**
  - as occupier (not as owner) of an allotment
  - in a personal capacity
  - arising from the hiring out or the opening of **your home** provided that this is for the benefit of an organised charity, religious or community group

occurring during the **period of insurance** and incurred by **you** in the **United Kingdom** or during temporary visits elsewhere in the world:

- all **your** legal defence costs and expenses incurred with **our** written consent.

**We** will not pay more than £2,000,000 for any damages, costs and expenses **you** become liable to pay arising from the use of motorised models and toys, go karts, motorcycles with any engine capacity less than 51cc or quad bikes

### Tenant's liability

**We** will pay up to £2,000,000 to indemnify **you** against all amounts which **you** become legally liable to pay as tenant for:

- loss or damage to the **buildings**, landlord's fixtures and fittings
- accidental breakage of glass and sanitary ware which forms part of the **buildings**
- accidental damage to cables and underground pipes providing services to or from the **buildings**, septic tanks, cesspits and drain inspection covers
- the cost of making good damage to the **buildings** of any residence occupied by a student member of **your** family temporarily residing away from **your home** attending school, university or college

as a result of any cause covered and not excluded by Section 2 – Contents of this **policy**.

**We** will not pay for

- the cost of maintenance and normal redecoration
- liability arising whilst the building where the damage occurs is **unoccupied**.

### Unrecovered damages

**We** will pay up to £5,000,000 for sums which **you** have been awarded by a court in the **United Kingdom** and which have not been paid within 3 months of the date of the award for accidental:

- **injury** or sickness
- physical loss or damage to property

provided that

- **you** would have had a valid claim under the occupiers', personal and employers' liability cover provided by this section of the **policy** had the award been made against **you**.

No payment will be made if there is an appeal pending.

### Credit cards, forgery and counterfeiting

**We** will pay up to £30,000 for amounts **you** legally have to pay resulting from

- theft or loss of a credit card issued in **your** name and which has been used without **your** permission provided **you** have followed all the terms under which the **credit cards** were issued
- loss caused by forgery or alteration of any cheque or negotiable document
- loss caused by accepting any counterfeit paper currency in good faith

**We** will defend a claim or action against **you** due to forgery, counterfeiting or for theft or loss of a **credit card**.

### What is not covered

**We** do not cover:

Liability for:

- **injury to you**
- loss or damage to property belonging to **you** or in **your** custody or control.

Liability arising from the ownership, possession or use of:

- any motorised vehicle other than:
  - motorcycles and go-karts less than 51cc, motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the **home**
  - vehicles designed to assist disabled persons which are not registered for road use
  - golf carts or buggies
- trailers and horseboxes whilst being towed
- any aircraft, hang glider or hovercraft other than:
  - powered model aircraft with an engine capacity not exceeding 10cc and/or a wing span not exceeding 1.88 metres
  - non powered model aircraft unless such model aircraft are participating in flying displays
- any craft or board designed to be used on or in water other than sailboards, surfboards windsurfers or those solely propelled by oars or paddles which are hand or foot operated.

Liability arising from:

- any incident occurring outside the **period of insurance**
- **injury** or illness to any domestic employee where insurance or security is required under any road traffic legislation within the European Union
- any willful or malicious act
- the transmission of any communicable disease by **you**
- the transmission of a computer **virus** by **you**
- any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
- any agreement entered into by **you** unless that liability would have applied even if the agreement did not exist
- any **business** other than **incidental business**.
- lack of care or skill in the giving of professional or other advice or treatment



The Family legal protection cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

### Meaning of Words

Each time **we** use one of the words or phrases listed below it will be shown in bold type and will have the same meaning wherever it appears in this section of the **policy**.

#### Costs and expenses

##### (a) Accountant's costs

All reasonable and necessary costs chargeable by the **representative**.

##### (b) Attendance expenses

The **insured person's** net salary or wages for the time that the **insured person** is off work.

**We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

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

- the time the **insured person** is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the insured person works full time, the salary or wages for each day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

If the **insured person** is self employed, **we** will pay net salary or wages that the **insured person** draws from the **business** to cover their own personal cost-of-living expenses.

##### (c) Communication costs

Costs of phone calls, faxes or postage incurred by the **insured person** to communicate with the police, credit agencies, financial service providers, other creditors or debt collection agencies and the cost of replacement documents.

##### (d) Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.

##### (e) Opponents' costs

The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

#### Date of occurrence

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

#### Domestic employee

A person employed by **you** in a domestic capacity.

#### Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the **insured person's** self assessment tax return, but not enquiries which are limited to one or more specific aspects of the **insured person's** self-assessment tax return.

#### Identity theft

The theft or unauthorised use of an **insured person's** personal identification which has resulted in the unlawful use of their identity.

### **Insured person**

**You** and any member of **your** family who always lives with **you**. Anyone claiming under this section of the **policy** must have **your** agreement to claim.

### **Period of insurance**

The period for which **we** have agreed to cover an **insured person**.

### **Representative**

The lawyer, accountant or other suitably qualified person whom **we** appoint to act for an **insured person** in accordance with the terms of this section of the **policy**.

### **Territorial limit**

For **insured incidents Contract disputes** and **Bodily injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **insured incidents**

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

### **We, us, our**

DAS Legal Expenses Insurance Company Limited.

### **You, your**

The person who has taken out this **policy**.

### How we will settle your claim

#### Limit of indemnity

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 £100,000.

#### What is covered

Under Family legal protection cover **we** agree to provide cover for an **insured person** as long as:

- the **date of occurrence** of the **insured incident** is during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- for civil claims, it is always more likely than not that **you** or the **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence; and
- the **insured person** claiming under this section of **your policy** has **your** agreement to make a claim.

For all **insured incidents** **we** will pay **costs and expenses** to make or defend against an appeal as long as **you** or an **insured person** advises **us** within the time limits allowed that **you** or they want **us** to appeal.

Before **we** pay the **costs and expenses** for appeals **we** must agree that it is always more likely than not that the appeal will be successful.

**We** will only pay the **legal costs** and **accountant's costs** charged by a **representative** appointed by **us**.

### Insured incidents

#### Employment disputes

1. We will negotiate for an **insured person's** legal rights in a dispute relating to their contract of employment or future employment.
2. We will defend an **insured person's** legal rights:
  - a. prior to the issue of legal proceedings in a court or tribunal following the dismissal of a **domestic employee**; or
  - b. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
  - c. in legal proceedings in respect of any dispute with
    - (i) a **domestic employee** or ex-**domestic employee** or a trade union acting on behalf of a **domestic employee** or ex-**domestic employee** which arises out of, or relates to, a contract of employment with the **insured person**; or
    - (ii) a **domestic employee**, prospective **domestic employee** or ex-**domestic employee** arising from an alleged breach of their statutory rights under employment legislation.

This cover only applies to **domestic employees** employed by **you** for the provision of domestic services within **your** main **home** or secondary **home** in the **territorial limit** and shown on **your policy schedule**.

#### Contract disputes

1. We will negotiate for an **insured person's** legal rights in a contractual dispute arising from an agreement, or an alleged agreement, which an **insured person** has entered into for:
  - buying or hiring in goods or services; or
  - selling goods.
2. We will negotiate **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your** principal **home**.

Provided that in **1.** and **2.** the **insured person** has entered into the agreement, or alleged agreement, during the **period of insurance** and the amount in dispute is more than £100.

#### Bodily injury

We will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **insured person**.

#### Property protection

We will negotiate for the **insured person's** legal rights in a civil action; and/or arrange mediation for a dispute relating to material property (including **your** principal and/or holiday **home**) which is owned by the **insured person**, or for which the **insured person** is responsible, following:

- an event which causes physical damage to such material property, provided that the amount in dispute is more than £100; or
- a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their land, or some right over, or in connection with it); or
- a trespass.

#### Tax protection

In the event of a **full enquiry** into an **insured person's** personal tax affairs, **we** will negotiate for an **insured person**, and represent them in any appeal proceedings.

#### Jury service and court attendance

An **insured person's** absence from work:

- (a) to attend any court or tribunal at the request of the **representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified in an **insured person's identity theft** action plan under **insured incident Identity theft**.

### Legal defence

**We** will defend the **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to:

- the **insured person** being prosecuted; or
- civil action being taken against the **insured person** under legislation for unlawful discrimination; or
- civil action being taken against the **insured person** under section 13 of the Data Protection Act 1998.

**We** will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

### Service occupancy

**We** will negotiate for **your** legal rights against a **domestic employee** or ex-**domestic employee** to recover possession of premises owned by **you**, or for which **you** are responsible.

This cover only applies to **domestic employees** employed by **you** for the provision of domestic services within **your** main **home** in the **territorial limit** and shown on **your policy schedule**.

### Clinical negligence

**We** will negotiate for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

### Identity theft

#### Identity theft support service

Following a call to the **identity theft** helpline service, **we** will help to restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal caseworker who will provide telephone advice and a personal action plan to help regain the **insured person's** identity.

### Legal costs

Following an **insured person's identity theft** we will:

- pay **legal costs** to reinstate the **insured person's** identity including costs for the signing of statutory declarations or similar documents;
- 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**;
- pay loan rejection fees and any re-application administration fee for a loan when the **insured person's** original application has been rejected;
- pay an **insured person's attendance expenses**.

Provided that

- 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 suffered **identity theft**; and
- the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.

### What is not covered

#### We will not pay for:

- a claim where the **insured person** has failed to notify us of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence
- an incident or matter arising before the start of cover under this section of the **policy**
- **costs and expenses** incurred before **our** written acceptance of a claim
- fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority
- a claim intentionally brought about by an **insured person**
- a legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**
- a claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**
- a claim relating to written or verbal remarks which damage an **insured person's** reputation
- a dispute with **us** other than a dispute over the way **we** handle a claim which cannot be resolved through **our** internal complaints procedure
- a claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date
- **costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry
- apart from **us**, the **insured person** is the only person who may enforce all or any part of this section of the **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 this section of the **policy** in relation to any third-party rights or interest
- a claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

#### Employment disputes

Any claim relating to:

- employers' disciplinary hearings or internal grievance procedures
- personal injury or loss of or damage to property
- any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

#### Contract disputes

Any claim relating to:

- a contract regarding an **insured person's** trade, profession, employment or any business venture
- construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- the settlement payable under an insurance policy (**we** will negotiate if **your Insurer** refuses **your** claim, but not for a dispute over the amount of the claim)
- a dispute arising from any loan, mortgage, pension, investment or borrowing
- a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings, however, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

#### Bodily injury

Any claim relating to:

- illness or bodily injury which happens gradually or is not caused by a specific or sudden accident
- defending an **insured person's** legal rights, but defending a counter-claim is covered
- psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**
- clinical negligence.

### Property protection

Any claim relating to:

- a contract entered into by an **insured person**
- any building or land other than **your** principal and/or holiday **home**
- someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material 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
- a motor vehicle owned or used by, or hired or leased to an **insured person**
- mining subsidence.

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

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

### Tax protection

Any claim relating to:

- the tax affairs of a company, or any claim if the **insured person** is self-employed, or a sole trader or in business partnership
- an investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

### Legal defence

Any claim relating to:

- parking or obstruction offences
- the driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

### Service occupancy

Any claim relating to:

- defending **your** legal rights other than defending a counter-claim
- land or buildings other than **your** principal **home**.

### Clinical negligence

Any claim relating to:

- the alleged failure to correctly diagnose the **insured person's** condition
- psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

### Identity theft

Any claim relating to:

- fraud committed by another **insured person** under this section of the **policy**
- losses arising from an **insured person's** business activities.

### Legal expenses cover is provided subject to the following:

An **insured person** must:

- keep to the terms and conditions of this section of the **policy**
- try to prevent anything happening that may cause a claim
- take reasonable steps to keep any amount **we** have to pay as low as possible
- send everything **we** ask for, in writing
- give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.

**We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.

An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:

- **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
- there is a conflict of interest.

In all circumstances except those listed above, **we** are free to choose a **representative**.

Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.

**We** will have direct contact with the **representative**.

An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.

An **insured person** must give the **representative** any instructions that **we** ask for.

An **insured person** must tell **us** if anyone offers to settle a claim.

If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

**We** may decide to pay an **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.

An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.

An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

If the **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.

If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, an **insured person** can contact the Financial Ombudsman Service for help.

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

**We** will not pay any claim covered under any other **policy**, or any claim that would have been covered by any other **policy** if this section of the **policy** did not exist.

This section of the **policy** will be governed by English law.

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



The Home emergency cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

### Meaning of Words

Each time **we** use one of the words or phrases listed below it will be shown in bold type and will have the same meaning wherever it appears in this section of the **policy**.

#### Home

**Your** main **home** situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

#### Insured person/people

**You** and any person who lives in or is staying at **your home**.

#### Main heating system

The main hot water or central heating system in **your home**. This includes pipes which connect components of the system but not cold water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hot water systems or any form of solar heating.

#### Period of cover

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

#### Plumbing and drainage

The cold water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible. This does not include:

- (a) pipes for which **your** water supply or sewerage company are responsible;
- (b) rainwater drains and soakaways.

#### Vermin

Rodents, wasps and hornets. This does not include any protected species.

#### We, us, our

DAS Legal Insurance Company Limited.

#### You, your

The person who has taken out this **policy**.

### Cover

- (a) This section of **your policy** covers **you** for **insured incidents** that are sudden, unexpected, and require immediate corrective action to:
  - (i) prevent damage or further damage to **your home**;
  - (ii) make **your home** safe or secure; or
  - (iii) relieve unreasonable discomfort, risk or difficulty to an **insured person**.
- (b) This section of **your policy** covers **you** only if **you** have paid **your** premium. **We** agree to provide the insurance in this section of the **policy**, subject to its terms, conditions and exclusions, as long as the **insured incident** happens during the **period of cover**.
- (c) **We** will pay up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an **insured incident**.
- (d) If **your home** remains uninhabitable overnight following an **insured incident**, **we** will pay up to £250 for hotel accommodation on a room only basis for **insured people**.
- (e) If this section of the **policy** does not cover the service **you** need, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and **your** supplier.

### Insured Incidents

#### Roof damage

Any damage to the roof of **your home** where internal damage has been caused or is likely.

#### Plumbing and drainage

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.

#### Main heating system

The sudden failure to function of the **main heating system** in **your home**.

#### Domestic power supply

The failure of **your home's** domestic electricity, or domestic gas supply, but not the failure of the mains supply.

#### Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only or of all toilets in **your home**.

#### Home security

Damage to, or the failure of, external doors, windows or locks which leaves **your home** insecure.

#### Lost keys

The loss of the only available set of keys to **your home** if **you** cannot replace them, or gain normal access.

#### Vermin

The sudden infestation by **vermin** inside **your home** which prevents the use of one or more rooms in **your home**.

### What is not covered

#### We will not pay for:

- any claim following an **insured incident** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this section of the policy at a different time from any other related agreement
- any incident or matter arising before the start of cover under this section of the **policy**
- a claim where **your home** has been left unoccupied for 30 consecutive days
- a claim where **we** have given instructions relating to the help **we** are providing and the **insured person** has not followed them
- costs incurred where **our** approved contractor has attended but **your home** was unoccupied
- costs incurred before an **insured person** has notified us of an **insured incident**
- a claim arising from a deliberate act or omission by an **insured person**
- a property that **you** rent or let or that **you** own that is not **your** main residence
- normal day-to-day home maintenance that an **insured person** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out or need regular attention
- a claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer
- a claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use
- damage caused gaining necessary access to, or in reinstating the fabric of, **your home**
- a claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel source
- damage to boundary walls, gates, hedges, fences or outbuildings and damage that only affects garages
- the malfunction or blockage of septic tanks, cess pits or fuel tanks
- a claim arising from subsidence, landslip or heave
- any claim for **vermin** in outbuildings which are not attached to the main dwelling.

### Conditions which apply to Section 5

Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **insured incident**.

An **insured person** must:

- keep to the terms and conditions of this section of the **policy**;
- maintain the **home** in a reasonable condition, carry out inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the **home**;
- try to prevent anything happening that may cause a claim;
- take reasonable steps to keep any amount **we** have to pay as low as possible.

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.

**We** will not pay for losses that are not directly covered by this section of the **policy**. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an **insured incident**.

**We** will not pay any claim covered under any other **policy**, or any claim that would have been covered by another **policy** if this section of the **policy** did not exist.

This section of the **policy** will be governed by English law.

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# General conditions

These conditions apply to all sections of the **policy** unless otherwise stated.

## Abandoning property

**You** cannot abandon property to **us** or a third party without **our** prior written consent.

## Arbitration

If **we** accept **your** claim, but **you** disagree over the amount **you** will be paid, **you** and **we** may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before **you** can bring proceedings against **us**.

## Assignment

Nobody covered by this insurance **policy** may assign or turn over any right or interest in this **policy** to anybody else without **our** prior written consent.

## Building works and/or refurbishment

**You** must provide **us** with full details of any building work or heat processes including restoration, repair, redecoration, maintenance or other similar work, where the estimated value of the works is in **excess** of £75,000, or before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy**.

## Cancellation

### Cancellation by you within the first 14 days

If, having examined **your policy** documentation, **you** decide not to proceed, **you** may cancel, this **policy** within the first 14 days. The 14 day period starts on the day **you** receive the **policy** documentation, or the day **you** enter into this contract of insurance whichever is the later. When **we** have received notice of decision not to proceed, any premiums **you** have paid will be returned, unless **you** have made a claim. If **you** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **you**.

### Cancellation by you at any other time

**You** may cancel this **policy** at any other time after this 14 day period by writing to **us**. If **you** have not made a claim, **we** will return any premium **you** have paid for any **period of insurance** left.

### Cancellation by us

**We** may cancel this **policy** by sending **you** 14 days' notice by recorded post to **your** correspondence address shown in the **schedule**. **We** will return any premium **you** have paid for any **period of insurance** left. **We** will not return any premium if the amount is less than £25.

### Cancellation of the policy due to non payment

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

## Change in circumstances

**You** must inform **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and claims not being met. If in doubt about any change please inform **us**. If **your policy** is amended as a result of any change **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

## Claims

The following claims conditions apply to the whole of this **policy** except Section 4 – Family legal protection and Section 5 – **Home** emergency. Please refer to the 'Making a claim' section for details of what to do when **you** have a claim under those sections.

**We** may take over and deal with, in **your** name, the defence or settlement of any claim.

### Your duties after a loss

#### ● Notification

If the physical loss or damage has been caused by theft, attempted theft, accidental loss, malicious damage or vandalism **you** must notify the Police immediately.

**You** must notify **us** or **your** agent, if applicable, as soon as **you** are aware of any physical loss or damage from any cause.

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## General conditions

- Protection of property

**You** must take any necessary steps to prevent further physical loss or damage including making emergency repairs and taking steps to recover any lost or stolen property. If **you** would like assistance, please call **our** 24-hour emergency helpline on 0845 4650023. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

**We** will pay reasonable costs incurred in avoiding or mitigating a claim with prior consent provided **you** keep an accurate record of the costs.

- Prepare an inventory and proof of loss

Prepare an inventory of damaged, lost or stolen personal property. The inventory should describe the property in full, as well as showing the amount insured under **your policy** and the actual amount of the loss. **You** should attach bills, receipts and other documents to support **your** inventory. **You** must provide **us** with any property, records, documents information or evidence **we** request at **your** own expense.

- Injury to someone or damage to their property

If someone is holding **you** responsible for **injury** or damage, **you** must immediately send to **us** or **your** insurance agent every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay **your** claim.

### Recovering a loss payment

**We** may pursue, in **your** name but at **our** expense, recovery of sums **we** may become liable to pay under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

### Fraud

If any claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit by **you** or anyone acting on **your** behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, **you** will not be entitled to any benefit under this **policy** and criminal proceedings may follow.

### Indexation

**We** will adjust the sum insured for **buildings** and **contents** each month according to an appropriate index without any adjustment to the premium during the **period of insurance**. **You** should check **your** sums insured when **you** renew **your policy**, to make sure that they reflect the full value of the **buildings** and **contents**.

### Law applicable to the contract

The law applicable to this contract is that of England and Wales unless

- **we** agree otherwise, or
- at the effective date of the **policy you** are a resident (or in the case of a **business**, the registered office or principal place of **business** is situated in) Scotland, Northern Ireland, the Channel islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Language

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

### Other insurance

If, at the time of a loss covered by this **policy**, there is any other insurance covering the same loss, damage, accident, liability, or any part of it, **we** will only pay **our** rateable proportion of the loss that the limit of liability under this **policy** bears to the total amount of insurance covering the loss.

### Reasonable care

**You** must maintain **your** property in a good state of repair and **you** must also take all reasonable steps to prevent accidents, **injury**, physical loss or damage.

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# General conditions

## Sums insured

The premium **you** pay is based on the sum insured. When accepting this insurance, **we** expect that the sums insured will represent the full value of the property insured and **we** will not have to pay if **you** have not taken reasonable steps to ensure that the sums insured are adequate as follows:

- **Buildings**

The cost of rebuilding (with the same quality of materials and workmanship which existed before the damage), if the **buildings** were destroyed. **You** do not need to include fees to architects, surveyors, consulting engineers, the costs of making the site safe or clearing debris, rent receivable or the cost of alternative accommodation. **We** allow up to 25% of the sum insured for **buildings** for fees and extra expenses.

- **Tenants improvements**

The cost to repair or replace as new.

- **Contents**

The cost of replacing them as new.

- **Art and antiques and valuables**

For **Art and antiques** and **valuables** that are not listed individually in a specification of items, the full value is the replacement cost or current market value, whichever is the greater.

## Third parties

**You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

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## General exclusions

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

**We** do not cover:

### Computer error

Any physical loss or damage resulting from an error in computer programming or instruction to the computer, but **we** do cover any resultant physical damage provided no other exclusions apply.

### Confiscation

Any loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by Customs or other officials.

### Defective design, workmanship, maintenance or materials

Any physical loss or damage caused by, or resulting from defective maintenance or materials design, workmanship, maintenance or materials. However, **we** do cover any resultant damage unless another exclusion applies.

### Deliberate or criminal acts

Any loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.

### Electrical or mechanical breakdown

Any physical loss or damage caused by a mechanical or electrical fault, breakdown or failure. However, **we** do cover any resultant damage unless another exclusion applies.

### Gradual physical loss or damage

Any physical loss or damage caused by:

- wear, tear or depreciation
- the process of cleaning, washing, repairing or restoring any article
- atmospheric, climatic or weather conditions or the action of light
- rot, fungus, mould, damp or rust
- vermin, insects or infestation
- other gradual deterioration.

### Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- sudden and unforeseen and identifiable accident
- leakage of oil from a domestic oil installation at the **home**.

### Radioactive contamination

Any loss of or damage to property or any legal liability caused directly or indirectly by:

- 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 nuclear assembly or part of it.

### Sonic bangs

Any loss of or damage to property caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.



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## General exclusions

### **Terrorism**

Harm or damage to life or property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from, or in connection with terrorism, regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to:

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or groups of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

### **War**

Any physical loss or damage that is a consequence of war, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.



iprism Underwriting Agency Limited  
133 Houndsditch  
London EC3A 7BX  
Tel: 0845 465 1000

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