



Optima Home

Policy Wording

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To make a claim, call 0870 240 3093
Please add this number to your mobile phone



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Welcome to Optima Home

A Home and Contents Insurance Policy from Ageas Insurance Limited

This policy is a contract solely between **the company** and **you**. The contract is based on the proposal, or any statement of facts or statement of insurance we prepare using the information **you** have provided.

The schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Pages 7 and 8 of this policy booklet. **We** will insure **you** against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

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



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Important note

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

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

Ageas House, Hampshire Corporate Park, Templars Way,
Eastleigh, Hampshire SO53 3YA

Making a claim

Please refer to the Policy Conditions for reporting claims on page 29 in particular Condition 10

- 1 Check that the claim is covered by **your** policy. Each section of the policy tells **you** what is covered and what is not covered. The Basis of Claims Settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.
- 2 Contact **your** agent for a claims report form or telephone: Ageas Household Claims Department on 0870 240 3093.
Note: Please have **your** policy number available. If damage is serious in nature, immediate telephone contact is essential as **we** may need to arrange inspection of **your** property by a member of **our** claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay his fee.
- 3 **We** may be able to settle **your** claim from the information provided in **your** claim form but **we** may require further information, or ask **you** to furnish documentation in support of **your** claim.
- 4 It is at **our** option whether **we** replace as new, reinstate, repair or pay a cash alternative. If **you** would prefer a cash alternative, **we** may restrict this to an amount equal to the discounted replacement price **we** would normally pay. This helps **us** in controlling claims costs and ultimately premiums charged.

To report a claim call the claims centre on 0870 240 3093 (Calls to 0870 numbers will cost no more than calls to 01 or 02 UK-wide numbers, and are usually included in inclusive landline minutes packages. Calls from mobile networks may cost more.)

Our customer-care policy

We are committed to treating our customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited
Personal Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Phone: **0844 748 0117**
E-mail: claims.director@ageas.co.uk

For complaints about policy administration and documents, contact the Personal Lines Service Manager at:

Ageas Insurance Limited
60 Spring Gardens
Manchester
M60 1HU
Phone: **0161 834 9888**
Fax: **0844 748 0207**
E-mail: underwritingcustomerservice@ageas.co.uk

We promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send our acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

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

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

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

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

Regulation

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

Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out our responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on **0800 678 1100** or **020 7741 4100**.

Property & legal helplines

Property Helpline: 0117 934 0190

If **you** have a domestic emergency in **your home**, such as burst pipe, blocked drain, broken window or building damage, contact the helpline number above and DAS will arrange help or repairs.

DAS will not accept responsibility if the helpline service is unavailable for reasons they can not control.

If **you** require help telephone the 24 hour number shown above and provide **your** name and policy number which is shown in **your** schedule and they will aim to:

- a advise **you** of immediate action that can be taken to protect **you** and **your home**;
- b arrange for an emergency services contractor to carry out immediate repairs;
- c indicate to **you** the approximate call-out and hourly labour charges which will be required by the contractor. **You** will be responsible for these charges but the charges may be recoverable if the loss or damage is covered under this policy.

Helpline services are provided by DAS Assistance Limited. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve their service standards, DAS record all calls.

Neither **we** nor DAS are responsible for any liability arising directly or indirectly in respect of repairs, parts, advice or service provided by DAS, their agent or any person acting on their or **our** behalf.

Definitions

Emergency

A sudden unforeseen circumstance which requires immediate corrective action to:

- 1 prevent damage or further damage to **your home**;
- 2 alleviate unreasonable discomfort, risk or difficulties for **you** or **your family**;
- 3 to make **your home** safe or secure.

Legal Helpline: 0117 934 0190

DAS will give **you** and **your family** 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.

You should telephone the number above quoting **your** name and policy number, which is shown in **your** schedule.

Major Emergency

Emergencies which may result in serious damage or danger to life or limb should be reported immediately to the Public Supply Authority, or in the case of difficulty the Public Emergency Services. Suspected gas leaks should always be reported to the Local Gas Authority.

Definitions

The company/we/us/our

Ageas Insurance Limited.

Insured/you/your

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

Family

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

Home

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

Bedroom

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

Contents

Buildings

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

Personal effects

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

Excess

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

What is insured	What is not insured
<ol style="list-style-type: none">1 Household goods, valuables and belongings, including money up to £750 and credit cards up to £1,000 owned by, or the legal responsibility of you or a member of your family when in your home.2 Tenant's fixtures and fittings.3 Visitors' personal effects up to £2,500 when in your home unless otherwise insured.4 Office equipment and office furniture used by you or your family for business or professional purposes up to £5,000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family.	<ul style="list-style-type: none">• Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.• Swimming pool covers.• Pets and livestock.• Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home.• Property more specifically insured.• Bonds, bills of exchange, promissory notes and securities for money.• Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in your home).• Plants, trees or any growing matter.• Contact or corneal lenses.

Definitions - continued

Valuables

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

Money

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

Credit cards

Credit, cheque, debit, charge or cash cards.

Pedal cycle

Non-mechanically propelled **pedal cycle**.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

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

Terrorism

For the purpose of the General Policy Exclusion (page 31) an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Cost of rebuilding

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

Water table

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

Index linking - Buildings

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

Index linking - Contents and Extra Protection

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

Section 1 – Buildings

See definitions Page 7 and Page 8

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

Section 1 Buildings – continued

See definitions Page 7 and Page 8

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

Extensions to Section 1 – Buildings

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

Extensions to Section 1 – Buildings – continued

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

Optional extension to Section 1 – Buildings

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

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

Section 1 – Basis of Claims Settlement

- We** will pay up to the sum insured for **buildings** shown in the schedule (plus any Index Linking adjustment applicable) for the **cost of rebuilding**, repairing or replacing the damaged parts of the **buildings**, inclusive of any amount which may become payable under extension A of section 1 of this policy.
- If the **buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **buildings** prior to the loss or damage and the market value of the **buildings** following the loss or damage.
- If the **buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- If at the time of any loss the sum insured is less than the **cost of rebuilding**, **your** claim will be reduced in direct proportion to the degree of underinsurance. For example, if the sum insured under section 1: **buildings** only covers half the **cost of rebuilding** the **buildings**, **we** will only pay half the cost of the repair or replacement.
- We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

Automatic Reinstatement

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

Section 2 – Contents

See definitions Page 7 and Page 8

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

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

Extensions to Section 2 – Contents

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

Extensions to Section 2 – Contents – continued

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

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

Extensions to Section 2 – Contents – continued

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

Optional extension to Section 2 – Contents

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

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

Section 2 – Basis of Claims Settlement

- a **We** will pay up to the sum insured for **contents** shown in the schedule for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- b The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the total sum insured for **contents** unless otherwise agreed.
- c The maximum amount **we** will pay for any **valuable** item is £2,500 unless specifically insured.
- d If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the sum insured for **contents** shown in the schedule, **we** will pay only that proportion of the loss which the sum insured bears to the replacement cost.
- e **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- f In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

- g Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- h The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

Automatic Reinstatement

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

Section 3 – Extra Protection

See definitions Page 7 and Page 8

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

A Unspecified Articles, Personal Money and Credit Cards

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

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

B Specified Articles

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

Section 3 – Basis of Claims Settlement

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

What is not insured by Section 3

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

Section 4 – Legal Expenses

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

This Section is provided by DAS Legal Expenses Insurance **company** Limited.

How we can help

To make a claim under **your** policy, please phone **us** on 0117 934 0190. **We** 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 this policy, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at 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 **us** at newclaims@das.co.uk

When we cannot help

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

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk

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

If **you** are still not satisfied, **you** can contact the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on 0845 080 1800.

Website: www.financial-ombudsman.org.uk

(Using this service does not affect **your** right to take legal action.)

Our Head and Registered Office is:

DAS Legal Expenses Insurance **company** Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274.

Website: www.das.co.uk

DAS Legal Expenses Insurance **company** Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Definitions specific to this section

We/us/our

DAS Legal Expenses Insurance **company** Limited

Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for an **insured person** in accordance with the terms of this section.

Insured person

You and **your** spouse or domestic partner, children, parent and other relatives permanently residing with **you**. Anyone claiming under this section must have **your** agreement to claim.

Full enquiry

An extensive examination by HM Revenue and 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.

Date of occurrence

- a For civil cases the Date of Occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times or from the same originating cause, the Date of Occurrence is the date of the first of these events.
- b For criminal cases, the Date of Occurrence is when the **insured person** began, or is alleged to have begun to break the criminal law in question.
- c For Insured Incident 6 Tax Protection, the Date of Occurrence is when the Inland Revenue, HM Revenue & Customs first notifies in writing the intention to make an enquiry.

Costs and expenses

- a Accountants 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 Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis, or in accordance with the Predictable Costs Scheme, if this is appropriate.

d 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.

Territorial limit

For Insured Incidents 2 Contract Disputes and 3 Bodily Injury. The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, 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.

What is covered	What is not covered
<p>This section covers the insured person.</p> <p>We agree to provide the insurance in this section, as long as:</p> <ul style="list-style-type: none"> a the premium has been paid. b the Date of Occurrence of the Insured Incident is during the Period of Insurance c any legal proceedings will be dealt with by a court, or other body which we agree to, in the Territorial Limit. d for civil claims it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence. <p>What we will pay</p> <ul style="list-style-type: none"> a for all Insured Incidents under this policy, we will pay Legal Costs and Opponents Costs. b for Insured Incident 6 Tax Protection, we will pay Accountants Costs. c for Insured Incident 7 Jury Service and Court Attendance, we will pay Attendance Expenses. <p>For all Insured Incidents we will pay Costs and Expenses to help make or defend an appeal as long as the insured person tells us within the time limits allowed that 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.</p> <p>The most we will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £50,000.</p>	<ol style="list-style-type: none"> 1 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. 2 Any incident or matter arising before the start of cover under this section. 3 Any Costs and Expenses incurred before our written acceptance of a claim. 4 Fines, penalties, compensation or damages which the insured person is ordered to pay by a court or other authority. 5 A claim intentionally brought about by an insured person. 6 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. 7 Any claim relating to written or verbal remarks which damage an insured person's reputation. 8 A dispute with us not otherwise dealt with under Condition 7. 9 Apart from us, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest. 10 Costs and Expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry. 11 A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the insured person.

Section 4 – Legal Expenses – continued

What is covered	What is not covered
<p>Insured incidents we will cover</p> <p>1 Employment Disputes</p> <p>We will negotiate for the insured person's legal rights in a dispute relating to their contract of employment or future employment.</p>	<ol style="list-style-type: none"> 1 Employers' disciplinary hearings or internal grievance procedures. 2 Any claim relating solely to personal injury.
<p>2 Contract Disputes</p> <p>We will negotiate for the insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which the insured person has entered into for:</p> <ol style="list-style-type: none"> a the buying or hiring in of any goods or services; or b selling goods <p>Provided that:</p> <ol style="list-style-type: none"> 1 the insured person has entered into the agreement or alleged agreement during the Period of Insurance. 2 the amount in dispute is more than £100. 	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> 1 A contract regarding an insured person's trade, profession, business venture or employment. 2 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. 3 Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT). 4 The settlement payable under an insurance policy (we will negotiate if an insured person's insurer refuses their claim, but not for a dispute over the amount of the claim). 5 a dispute arising from any loan, mortgage, pension, investment and borrowing.
<p>3 Bodily Injury</p> <p>We will negotiate for the insured person's legal rights after an event which causes the death of, or bodily injury to an insured person.</p>	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> 1 any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident. 2 defending the insured person's legal rights, but defending a counter-claim is covered. 3 clinical negligence. 4 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person.
<p>4 Clinical Negligence</p> <p>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.</p>	<ol style="list-style-type: none"> 1 The alleged failure to correctly diagnose the insured person's condition. 2 Psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury.

What is covered	What is not covered
<p>5 Property Protection</p> <p>We will:</p> <ul style="list-style-type: none"> a negotiate for the insured person's legal rights in a civil action; and/or b arrange mediation; <ul style="list-style-type: none"> for a dispute relating to material property (including your principal home and holiday home) which is owned by the insured person or for which the insured person is responsible, following: <ul style="list-style-type: none"> 1 an event which causes physical damage to such material property, provided that the amount in dispute is more than £100; or 2 any legal nuisance (meaning any unlawful interference with an Insured Persons use or enjoyment of their land, or some right over, or in connection with it); or 3 a trespass. 	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> 1 a contract entered into by an insured person. 2 any building or land other than your principal home or holiday home. 3 someone legally taking your material property from you, whether you are offered money or not, or restrictions or controls placed on your material property by any government or public or local authority. 4 work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage. 5 mining subsidence. <p>Defending any claim under insured incident 4 (1) in the Property Protection Section but defending a counter-claim is covered.</p> <p>The first £250 of any claim for legal nuisance of trespass. This is payable as soon as we accept the claim.</p>
<p>6 Tax Protection</p> <p>In the event of a Full Enquiry into the insured person's personal tax affairs, we will negotiate for an insured person and represent them in any appeal proceedings.</p>	<ul style="list-style-type: none"> 1 The tax affairs of a company, or any claim if the insured person is self-employed, or a sole-trader, or in a business partnership. 2 An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.
<p>7 Jury Service</p> <p>An insured person's absence from work:</p> <ul style="list-style-type: none"> a to attend any court or tribunal at the request of the Representative; or b to perform jury service. 	
<p>8 Legal Defence</p> <p>We will defend the insured person's legal rights if an event arising from the insured person's work as an employee leads to:</p> <ul style="list-style-type: none"> a the insured person being prosecuted; or b civil action being taken against the insured person under: <ul style="list-style-type: none"> i legislation for unlawful discrimination; or ii section 13 of the Data Protection Act 1998. <p>We will defend the 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.</p>	<ul style="list-style-type: none"> 1 Parking or obstruction offences 2 The driving of a motor vehicle by an insured person for which the insured person does not have valid motor insurance.

Section 4 – Legal Expenses – continued

Conditions which apply to this section

- 1 An **insured person** must:
 - a keep to the terms and conditions of this policy;
 - b try to prevent anything happening that may cause a claim;
 - c take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d send everything **we** ask for, in writing;
 - e 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.
- 2 a **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**.
 - b An **insured person** is free to choose a Representative (by sending **us** a suitably qualified person's name and address) if:
 - i **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
 - ii there is a conflict of interest.
 - c In all circumstances except those in 2b above, **we** are free to choose a Representative.
 - d Any Representative will be appointed by **us** and 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.
 - e **We** will have direct contact with the Representative
 - f 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.
 - g An **insured person** must give the Representative any instructions that **we** ask for.
- 3 a An **insured person** must tell **us** if anyone offers to settle a claim.
 - b If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further Costs and Expenses.
 - c **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or is being claimed against them, instead of starting or continuing legal proceedings.
- 4 a An **insured person** must tell the Representative to have Costs and Expenses taxed, assessed or audited, if **we** ask for this.
 - b 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.
- 5 If a Representative refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a Representative without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another Representative.
- 6 If an **insured person** settles a claim or withdraws their claim 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 the **insured person** any Costs and Expenses **we** have paid.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
- 8 **We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us** on the merits of a claim or proceedings. If the chosen persons opinion indicates that it is more likely than not the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or to make a successful defence, **we** will pay the costs of obtaining the opinion.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 10 This section will be governed by English Law.
- 11 All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Privacy Notice

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

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

Sensitive information

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

How we use your personal information

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

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

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

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

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud;

- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

We use a number of service providers to support **us**, including companies who may be based outside Europe.

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

Preventing and detecting crime

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

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

Dealing with others on your behalf

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

Marketing

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

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

Monitoring and recording

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

Security

We will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through **our** e-mail system. **Our** e-mail system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

Reinsurance use

We also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

Further information

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

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

Policy Conditions

1 Compliance with conditions

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

2 Your duty to prevent loss or damage

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

3 Your personal representatives

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

4 Changes in circumstances

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

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

5 Cancellation

We may cancel this policy by giving **you** 21 days notice by letter at **your** last known address. If **we** cancel the policy **we** will refund premium paid for the unexpired period of insurance. Notice given to **you** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy. **You** may cancel this policy by giving **us** 21 days notice. Providing **you**

have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **you** may be entitled to a refund of premium for the unexpired period of insurance.

6 Cooling-off period

If **you** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **you** or **your family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **we** will refund any premium **you** have paid. If a claim has been paid or an incident has occurred which may give rise to a claim **we** will make a charge amounting to 20% of the annual premium.

7 Fraudulent claims

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

8 Arbitration

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

9 Other Insurances

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

10 Notification of a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **your** own expense, provide **us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **you** or **your family** in connection with a possible claim must be sent to **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

11 company's rights after a claim

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

12 Payment of Premium

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

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

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

13 Payment of Claims

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

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

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

14 Law Applicable to the Policy

You and **the company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply.

General Policy Exclusions

What is not insured by this policy

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

Except

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

To make a claim, call 0870 240 3093
Please add this number to **your** mobile phone

Ageas Insurance Limited

Registered office address

Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

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