



## Home Insurance





This Policy of insurance is issued in accordance with the authorisation granted to Towergate Underwriting Household by a consortium of leading UK insurers as detailed in your policy schedule.

We will pay for any loss, damage, injury, costs or liability described in this Policy arising from events happening during any period of insurance for which **You** have paid and **We** have accepted the premium.

The application and declaration signed by **You** or the statement of fact are incorporated into this insurance contract.

This Policy should be read together with the **Schedule** and any **Endorsements**.

**Towergate Underwriting Household**

Towergate House  
St Edward's Court  
London Road, Romford  
Essex RM7 9QD

Telephone: 01708 777710  
Facsimile: 0844 892 1509  
Email: household@towergate.co.uk



Mark Hodges  
For and on behalf of Towergate Underwriting Household.

Your Policy is arranged by Towergate Underwriting Household.

Towergate Underwriting Household is a trading name of Towergate Underwriting Group Limited. Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

Registered in England No. 4043759. [www.towergate.co.uk](http://www.towergate.co.uk)  
Authorised and regulated by the Financial Conduct Authority.

Underwritten by: a consortium of leading UK insurance companies as detailed in Your policy schedule.

# Complaints

If at any time **You** have a complaint about the services provided to **You** by Towergate Underwriting Household then **You** should contact:

The Managing Director  
Towergate Underwriting Household,  
Towergate House, St Edward's Court,  
London Road, Romford, Tel: 01708 777710  
Essex, RM7 9QD Fax: 0844 892 1509

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded and **Your** comments analysed to help improve the service offered. Complaints which Allianz are required to resolve will be passed to them and **You** will be notified if this happens.

If at any time **You** have a complaint about the services provided by the insurer of all sections of the policy, except the Family Legal Protection and Emergency Home Assistance sections, then **You** should contact:

Customer Satisfaction Manager,  
Allianz Insurance plc,  
2530 The Quadrant, Tel: 01454 457745  
Aztec West, Almondsbury Fax: 01483 529717  
Bristol, BS32 4AW Email: [allianzretailcomplaints@allianz.co.uk](mailto:allianzretailcomplaints@allianz.co.uk)

If **Your** complaint is about the service provided by the insurer of the Family Legal Protection or Emergency Home Assistance sections **You** should contact:

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

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS),  
South Quay Plaza, Tel: 0800 023 4567 (free from landlines) or  
183 Marsh Wall, Tel: 0300 123 9123 (free from most  
London, E14 9SR mobile phones)

Or simply log on to their website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst Towergate Underwriting Household and **Your** insurers are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on your service provider.

#### **Definition of an Eligible Complainant**

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **Your** complaint if **You** have given Towergate Underwriting Household or **Your** insurer the opportunity to resolve it.

#### **Financial Services Compensation Scheme**

Towergate Underwriting Household and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

# Contents

This policy has several sections, check **Your Schedule** to see which sections are in force.

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# How to use your Policy

This is **Your** new Policy containing details of the cover you have bought. **We** have made every effort to make the Policy details as clear as possible. Please read **Your** Policy carefully and if **You** have any queries **We** will be pleased to help **You**.

**We** aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the Policy. If, however, there is any dispute which cannot be resolved, **You** are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see page 4 for details.

## What Cover is Included?

The Policy is divided into a number of sections, each section tells **You** what **We** will or will not pay for. To find which sections are in force **You** should check **Your Schedule** which is enclosed with the Policy.

**Your Schedule** also tells **You** how much **You** are insured for.

## How much to Insure For?

It is up to **You** to make sure that the amount **You** insure for represents the full value of the property concerned. For **Buildings**, this means the full cost of rebuilding **Your property** including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors fees and complying with the requirements of local authorities. For **Contents** and **Valuables & Personal Effects**, this means the full cost of replacing all the property as new.

**Remember, if You underinsure any claims payment may be reduced.**

## Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

## Policy Limitations

Are shown:

- under each section 'We will not pay for' and 'Settlement of Claims'
- on page 34 – General Exclusions to Section 5
- on page 67 – Exclusions applying to Sections 1-6, 8, 9, 10, 11 and 12
- on page 69 – Conditions applying to Sections 1-6, 8, 9, 10, 11 and 12

# How to make a Claim

Please first read this Policy and **Your Schedule** to check that **You** are covered. Please refer to and follow the Notification of Claims Procedure on page 70. To register a claim phone **Towergate Underwriting Household on 01708 777710**.

Tell **Us** what happened. Let **Us** have as much information as possible. **We** will verify **Your** cover and arrange to send **You** a claim form so that **We** can deal with **Your** claim as quickly as possible.

If **You** need to ask any questions during **Your** claim, please call **Us** on the above number.

## 24 Hour Emergency Home Assistance

This service is provided by DAS Legal Expenses Insurance Company Limited (DAS), DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

**Please check Your Schedule to see if this cover is in force.**

Telephone Number: **0800 783 1246**

Quoting Reference: **TS3/414 7340**

In the unfortunate event that **You** need emergency repairs to **Your Home**, please call our DAS helpline and **We** will arrange for one of their panel of reputable contractors to come to **Your Home** to assess the problem and carry out any immediate repair work.

This policy offers 24 hour home assistance within **Your Home** for emergencies associated with:

- Plumbing and Drainage
- The Main Heating System
- Your Domestic Power Supply
- The Toilet Unit
- Home Security
- Lost Keys

Please see Section 14 for full details of cover and exclusions.



## **24 Hour Legal Advice Helpline**

This service is provided by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

**Please check Your Schedule to see if this cover is in force.**

Phone Number: **0117 934 0570**

Quoting Reference: **TS3/3685436**

Confidential expert advice from a team of specialists, which includes Lawyers, Personnel Consultants and Accountants. They will advise **You** on the steps **You** may need to take either on **Your** own or with the help of a Solicitor or other adviser and the possible costs **You** may incur.

The Helpline can assist **You** to solve **Your** legal problems on all areas of the law, eg:

- Employment Disputes
- Contract Disputes
- Personal Injury
- Property Protection

No matter how complex the problem, the Helpline will put **You** in touch with legal experts to give **You** advice.

### **Please note**

The service providers will not accept responsibility if the Helpline Service fails for reasons beyond their control.

To check and improve service standards, the service provider records all calls.

# Definitions

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 – 5 in **bold type**. Additional definitions for Sections 6 – 12 are noted separately on the relevant insert (provided cover is in force). The definitions for Family Legal Protection and Emergency Home Assistance are stated within Sections 13 and 14.

## **Buildings**

The **Home** and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the **Land**.

## **Clauses or Endorsements**

Any variation or addition to the terms of the Policy.

## **Computer System**

Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not **Your** property.

## **Contents**

Household goods and personal property. **Money** and **Valuables** all belonging to or the responsibility of **You** or **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term **Contents** does not include:- any permanent fixtures and fittings, property or **Money** held for professional or business purposes, securities and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories.

## **Europe**

Anywhere in Europe, Jordan, Madeira, the Channel and Mediterranean Islands and those Countries bordering the Mediterranean.

## **Excess**

The first part of any claim which **You** must pay.

## **Home**

The private dwelling and its domestic outbuildings and garages at the address shown in the **Schedule**.

## **Land**

The land belonging to the **Home**.

**Money**

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

**Policyholder/You/Your**

The person(s) named as the **Policyholder** in the **Schedule**.

**Schedule**

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the period of insurance, and the sections of the Policy which apply.

**United Kingdom**

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

**Unoccupied**

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 60 consecutive days.

**Unspecified Personal Effects and Clothing**

Personal property which is designed to be worn or carried on or about the person but does not include:- contact or corneal lenses.

**Valuables**

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs.

**We/Us/Our**

A consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule and Towergate Underwriting Household as administrators of the policy.

**Year 2000 Compliant**

Neither performance nor functionality of the **Computer System** being affected by dates prior to, during or after the Year 2000.

**You/Your Family**

**You**, **Your** spouse or **Your** partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who normally live with **You** permanently.

# Index Linking

Please refer to **Your** Policy Schedule to check whether Index Linking applies to **Your** Sums Insured.

If Index Linking does apply, the Sums Insured on your Schedule for Section 1 Buildings and Section 2 Contents will be adjusted monthly in line with:

- a) **Buildings** – the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.
- b) **Contents** – the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

No charge will be made for this during each year but anniversary premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.

## Section 1

# Buildings

**Your Schedule** tells **You** if this Section is in force.

### We will pay for

#### A. The Basic Cover

Loss of or damage to **Buildings** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.
7. Theft or attempted theft.

### We will not pay for

The amount of any **Excess** shown in **Your Schedule**

#### A.

2. Damage caused by any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.  
Loss or damage caused while the **Home** is **Unoccupied**.
5. Loss or damage caused by freezing.  
Loss of or damage to hedges, gates and fences.
6. Damage caused while the **Home** is **Unoccupied**.  
Damage to the installation or appliance itself.
7. Loss or damage caused by **You** or **Your Family** or any tenant or any person lawfully in the **Home**.  
Loss or damage occurring while the **Home** is **Unoccupied**.

## Buildings – continued

### We will pay for

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling receiving aerials (including satellite dishes)
11. Subsidence or heave of the site on which the **Buildings** stand, or landslip.

### We will not pay for

8. Loss or damage caused by domestic pets.
9. Damage to hedges, gates and fences.  
Damage caused by felling or lopping of trees.
10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. The first £1,000 of any claim.

Damage resulting from the foundations settling, shrinking or expanding.

Damage resulting from coastal or river erosion.

Damage resulting from faulty workmanship or the use of defective materials.

Damage resulting from demolition, alteration or repair to the **Buildings**. Damage resulting from the bedding down of new structures or settlement of made-up ground.

Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.

Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath

## We will pay for

### B. Damage to Plumbing Installations by Freezing

Damage to interior fixed domestic heating or water installations caused by freezing.

### C. Breakage of Fixed Glass and Sanitary Fittings

Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.

### D. Damage to Underground Services

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

### E. Additional Costs

The additional costs of:

- a) complying with government or local authority requirements.
- b) architects, surveyors and other professional fees.
- c) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by this section.

## We will not pay for

the external walls of the **Home** are damaged by the same cause, and at the same time.  
Diminution of Market Value.

### B.

Damage caused while the **Home** is **Unoccupied**.

### C.

Breakage caused while the **Home** is **Unoccupied**.

### D.

Damage caused whilst clearing, or attempting to clear a blockage.

### E.

- a) costs for complying with requirements notified before the loss or damage occurred
- b) fees charged for preparing any claim under this Policy.

## Buildings – continued

### We will pay for

#### F. Temporary Accommodation and Loss of Rent

Up to 20% of the Sum Insured on Buildings for:

- a) the reasonable costs of **Your** temporary accommodation.
- b) loss of rent payable to **You**. during the period necessary to restore **Your** private dwelling to a habitable condition, as a result of loss or damage insured by section 1A – The Basic Cover.

#### G. Moving Home

If **You** are selling the **Home** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **Home** is not insured under another policy.

#### H. Tracing and accessing leaks

In the event of damage to the **Buildings** caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the **Home**, **We** will pay the reasonable costs, up to £5,000 for removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak.

#### I. Emergency Access

Damage to **Your Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

### We will not pay for



# Accidental Damage Option

**J. Accidental Damage**  
Accidental damage to the **Buildings**.

**J.**

Damage caused while the **Home** is lent, let, sub-let or **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 1 – **Buildings**.

The cost of maintenance  
Damage caused by settlement or shrinkage of the **Buildings**.

Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.

Damage caused by faulty workmanship or design or the use of defective materials.

# Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a) the cost of repair, or
- b) the cost of replacement.

**We** will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

If the **Buildings** are not in good repair or if repair or replacement is not carried out, **We** will at **Our** option pay:

- a) the cost of repair or replacement less a deduction for wear and tear and depreciation, or
- b) for the reduction in market value caused by the loss or damage.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the Additional Costs described in paragraph **E** of this Section.

The total amount payable under Sections **A–E** will not exceed the Sum Insured. The Sum Insured will not be reduced by the amount of any claim.

## Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

## Matching Items

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite, or one of a number of items of similar nature, colour or design.

## Section 2

# Contents

**Your Schedule** tells **You** if this Section is in force.

### We will pay for

#### A. The Basic Cover

Loss of or damage to **Contents** whilst contained within the **Home** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.
7. Theft or attempted theft.

### We will not pay for

The amount of any **Excess** shown in **Your Schedule**

2. Damage caused by any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.

Loss or damage caused while the **Home** is **Unoccupied**.

6. Loss or damage caused while the **Home** is **Unoccupied**.

Damage to the installation or appliance itself.

7. Loss of **Money** unless involving forcible and violent entry to or exit from the **Home**.

Loss or damage occurring while the Home or any part is lent, let or sub-let unless involving forcible and violent entry to or exit from the **Home**.

## Contents – continued

### We will pay for

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling receiving aerials (including satellite dishes) and their fittings or masts.
11. Subsidence or heave of the site on which the **Buildings** stand, or landslip

### We will not pay for

Loss or damage caused while the **Home** is **Unoccupied**.

Loss or damage contributed to or caused by **You, Your Family** or any domestic employee or attendant or person lawfully in the **Home**.

Loss by deception unless deception is only used to gain entry to the **Home**.

Any amount exceeding £2,500 from Outbuildings (other than garages)

Loss or damage to pedal cycles unless in a building or securely locked to an immovable object.

8. Loss or damage caused by domestic pets.
10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. Damage resulting from coastal or river erosion.  
  
Damage resulting from the foundations settling, shrinking or expanding.  
  
Damage resulting from faulty workmanship or the use of defective materials.  
  
Damage resulting from demolition, alteration or repair to the **Buildings**.

## We will pay for

- B. Breakage of Glass and Mirrors**  
Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.
- C. Damage to Electrical Equipment**  
Accidental damage to televisions, (including satellite dishes and television aerials fixed to the **Home**), radios, home computers, audio and video equipment in the **Home**.
- D. Household Removal**  
Accidental loss or damage to **Contents** while in direct transit by a professional removal contractor from the **Home** for permanent removal to another address within the **United Kingdom**.

## We will not pay for

Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.

- B.** Breakage caused while the **Home** is **Unoccupied**.
- C.** Damage to items designed and intended to be portable including video cameras, camcorders, and portable computer equipment.
- Damage to records, films, tapes, cassettes, discs, cartridges, styli, or computer software.
- Damage caused by wear and tear, mechanical or electrical breakdown.
- Damage caused by cleaning, repair, restoration or use contrary to manufacturer's instructions.
- Damage caused while the **Home** is **Unoccupied**.
- D.** Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.
- Loss or damage caused by scratching, denting or bruising.
- Loss of or damage to **Contents** in storage.
- Loss or damage insured under another Policy.
- Loss of **Money**.

## Contents – continued

### We will pay for

#### E. Contents Temporarily Removed

Up to 20% of the **Contents** Sum Insured for loss of or damage to Contents temporarily removed from the **Home** but within the **United Kingdom** caused by:-

- a) circumstances as described in Section 2A – The Basic Cover, but excluding Theft.
- b) Theft
  - i) from or while in direct transit to or from a bank or safe deposit.
  - ii) from any building where **You** or **Your Family** are employed or carry on a business or are in temporary residence.
  - iii) from any other building.

#### F. Temporary Accommodation

Up to 20% of the Contents Sum Insured for the reasonable costs of **Your** temporary accommodation during the period necessary to restore **Your** private dwelling to a habitable condition, as the result of loss or damage insured by Section 2A – The Basic Cover.

#### G. Theft of Keys

Up to £500 for the replacement of external door locks and keys to the **Home** if keys are stolen.

#### H. Tenants Liability

Up to 20% of the **Contents** Sum Insured for damage to the **Buildings** as described in Section 1A – The Basic Cover, Section 1B, 1C 1D and 1E of Section 1 – **Buildings**.

### We will not pay for

#### E.

Loss of or damage to **Contents**:-

- For sale, or away on exhibition or in a furniture depository.
- In the open caused by storm, flood or malicious damage.
- In the custody or control of **You** or **Your Family** whilst temporarily living away from the **Home** for the purpose of education.
- By theft unless involving forcible and violent entry to or exit from a building.
- Any amount exceeding £2,500 from outbuildings.

#### H.

Loss or damage excluded in Section **1A** – The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 – **Buildings**.

## We will pay for

- I. Metered Water and Loss of Oil**  
Up to £1,000 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the **Home**.
- J. Contents in the Open**  
Up to £1,000 for loss or damage to **Contents** not contained within the **Home** but still within the Boundaries of the **Land** caused by circumstances as described in Section 2A – The Basic Cover.
- K. Christmas Increase**  
The **Contents** Sum Insured is automatically increased by 10% during the month of December.
- L. Wedding Gifts Cover**  
Up to 10% of the **Contents** Sum Insured for loss or damage to wedding gifts caused by the circumstances described in Section 2A – The Basic Cover for one month before and one month after the wedding day of **You** or **Your Family**.  
Cover applies while in:-  
a) the **Home**  
b) the building where the reception is held  
c) the married couples' home  
d) transit between any of the places specified above.
- M. Title Deeds**  
Up to £500 for the cost of preparing new title deeds to the **Buildings** if they are lost or damaged by circumstances described in Section 2A – The Basic Cover when in the **Home** or in **Your** bank.

## We will not pay for

- I.**  
Loss or damage caused while the **Home** is **Unoccupied**.
- J.**  
Loss or damage to trees, shrubs, plants or garden products.  
Loss or damage while the **Home** is **Unoccupied**.

## Contents – continued

### We will pay for

#### **N. Contents at University/College**

Loss of or damage to **Contents** temporarily removed from the **Home** but still within the **United Kingdom**, for the purpose of attending a college, university or boarding school caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £2,000.

#### **O. Business Usage at Home**

Loss or damage to office equipment used in connection with **Your** business whilst in the **Home** caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £3,000.

#### **P. Fatal Accident Benefit**

£5,000 maximum cash sum if **You** or **Your** spouse, separately or together, die within 3 months of an injury caused in **Your Home** by fire or thieves.

#### **Q. Emergency Access**

Damage to **Your Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

#### **R. Frozen Food**

Up to £1,000 for spoilage of domestic food in any freezer in the **Home** caused by a malfunction or rise or fall in temperature in the freezer.

### We will not pay for

#### **N.**

Loss of or damage to **Contents**

- by theft unless involving forcible and violent entry to or exit from a building.
- insured under any other Policy.

#### **O.**

Loss of or damage caused whilst the **Home** is lent, let sub-let or **Unoccupied**. Loss of or damage to items not specifically used for clerical purposes.

#### **R.**

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the **Home**. Food held for business purposes.



## We will pay for

### S. Personal Money and Credit Cards

Cover applies anywhere in the world

#### a) Personal Money

Personal **Money** up to £300 in total.

#### b) Fraudulent Use of Credit Cards

Financial loss from fraudulent use by any unauthorised person of Credit Cards held for social, domestic and pleasure purposes for which **You** are responsible for a total amount not exceeding £500.

### T. Pedal Cycles

Accidental loss of or damage to pedal cycles up to a maximum sum insured of £500.

## We will not pay for

### S.

- a) Loss of **Money** by mistake in change, counting or overpayment

Loss of **Money** not reported to the police within 24 hours of discovery

Loss of **Money** held for professional or business purposes.

- b) Loss of Credit Cards not reported to the Police and issuing authority within 24 hours of discovery

Loss from unauthorised use by **You** or **Your Family**

Loss from fraudulent use by any unauthorised person of Credit Cards unless **You** have complied with the terms and conditions under which the card was issued.

### T.

Loss or damage while being used for racing, pacemaking or trials.

Loss or damage to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.

Loss or damage unless in a building or securely locked to an immovable object

We will pay for

## Accidental Damage Option

### U. Accidental Damage

Accidental damage to **Contents** in the **Home**.

We will not pay for

### U.

Damage caused while the **Home** is lent, let, sub-let, or **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 2 – **Contents**.

Deterioration of food.

Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or gradually operating cause.

Damage caused by any process of dyeing, cleaning, alteration, repair, renovation or restoration.

Damage caused by mechanical or electrical breakdown

# Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the full replacement cost **We** will at **Our** option:

- a) replace the item(s) as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made).

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- a) 33.33% of the **Contents** Sum Insured in total for **Valuables**.
- b) 5% of the **Contents** Sum Insured for any single item of **Valuables**.
- c) £300 for **Money**.
- d) £500 in respect of any one pedal cycle

The Sum Insured will not be reduced by the amount of any claim.

## Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

## Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

# Property Owners Liability

## We will pay for

### A. Property Owners Liability

(Only operative if Section 1 – **Buildings** is in force) Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by **You** with **Our** consent to indemnify **You** against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental loss or damage to the property occurring whilst Section 1 – **Buildings** of this Policy is in force and incurred:
  - i) as owner (not occupier) of the **Home** and its **Land**
  - ii) in connection with any other private residence formerly owned and occupied by **You** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability.

## We will not pay for

The amount of any **Excess** shown in **Your Schedule**

### A.

- Liability arising from
- Accidental death, bodily injury, illness or disease to **You** or **Your Family** or any domestic employee.
  - Damage to property, business or employment of **You** or **Your Family** or any domestic employee.
  - Any profession, business or employment of **You** or **Your Family**.
  - The ownership or use of motor vehicles (other than gardening machines) or lifts.
  - Any agreement or contract unless liability would have applied anyway.
  - Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.

**We will pay for**

If Section 1 – **Buildings** of this Policy expires or is cancelled, cover under this paragraph **A** (b) (ii) shall continue for a period of 7 years in respect only of the **Home**.

**We will not pay for**

## Occupiers and Personal Liability

### We will pay for

#### A. Occupiers and Personal Liability

(Only operative if Section 2 – **Contents** is in force) Up to £2,000,000 for any one cause (other than death, bodily injury or disease of any domestic employee where the amount is £5,000,000) to indemnify **You** and **Your Family** against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental damage to property occurring whilst Section 2 – **Contents** of this Policy is in force and arising:
  - i) from the occupation (not ownership) of the **Home**.
  - ii) from the employment of any domestic employee.
  - iii) in any other personal capacity anywhere in the **United Kingdom** or during a temporary visit world-wide.

In addition where a valid claim has been accepted **We** will pay defence costs and expenses incurred by **You** with **Our** consent.

In the event of **Your** death **We** will indemnify **Your** legal representative under the terms of this Section for legal liability incurred by **You** and **Your Family**.

### We will not pay for

#### A.

- Liability arising from
- Accidental death, bodily injury, illness or disease to **You** or **Your Family**.
  - Damage to property which belongs to **You** or **Your Family**, or domestic employee, or is in their custody or control.
  - The ownership of the **Home** and any other buildings or **Land**.
  - Any profession, business or employment of **You** or **Your Family**.
  - The ownership, use or possession of motor vehicles (other than domestic gardening machines), motor cycles, caravans, trailers or lifts.
  - The ownership or use of aircraft or watercraft unless they are models or hand propelled.
  - Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/ or HIV related illness and/ or mutant derivatives or variations however caused.

### **We will pay for**

### **We will not pay for**

- The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- Any liability arising from an award of a Court outside the **United Kingdom**.
- Any agreement or contract unless liability would have applied anyway.

## Section 5

# Valuables & Personal Effects

**Your Schedule** tells **You** if this Section is in force.

Cover applies anywhere in the United Kingdom and for up to 60 days worldwide in any one period of insurance.

### We will pay for

Loss of or damage to property owned by **You** and **Your Family** described in the Schedule as follows:

#### A. Unspecified Valuables, Personal Effects and Clothing

Accidental loss of or damage to **Unspecified Valuables, Personal Effects and Clothing**, sports equipment and pedal cycles up to the amount shown in the **Schedule**.

### We will not pay for

The amount of any **Excess** shown in **Your Schedule**.  
Loss or damage listed under General Exclusions to Section 5.

#### A.

- Loss or damage to:
- Compact discs, cassettes, or records worth more than £100 in total.
  - Sports equipment in the course of play or use.
  - Any amount exceeding £1,000 in respect of any one Pedal Cycle
  - to Pedal Cycles in the course of racing, pacemaking or trials.
  - by theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the **Home**.
  - to **pedal cycle** tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.



## We will pay for

### B. Specified Items

Accidental loss of or damage to items specified in **Your Schedule**.

## We will not pay for

- Equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin diving and other watersports.
- Contact or corneal lenses.
- Motor vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- **Money and Credit Cards.**

### B.

- Sports equipment in the course of play or use.
- pedal cycles in the course of racing, pacemaking or trials.
- theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the **Home**.
- pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.

# General Exclusions to Section 5

The amount of any **Excess** shown in **Your Schedule**.

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown.
- Detention or confiscation by customs or other officials.

Loss or damage caused to:

- Property or **Money** held or used for professional or business purposes.

## Settlement of Claims

**We** will at **Our** option:

- a) replace the item(s) as new (except for clothing where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing where a deduction for wear, tear and depreciation will be made).

Where the item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

The Sums Insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing.

In respect of any one claim **We** will not pay more than:

- a) the Sum Insured as stated on **Your Schedule**
- b) £1,000 for theft from any unattended motor vehicle. Theft cover from any unattended motor vehicle only applies if **Your** property is kept in a locked boot or glove compartment and the vehicle is securely locked.
- c) £1,000 any one item for **Unspecified Valuables, Personal Effects and Clothing**

d) £1,000 in respect of any one pedal cycle unless specified on the **Schedule**.

The Sums Insured will not be reduced by the amount of any claim, except for Pedal Cycles and Specified Items which will be removed from cover after total loss or destruction.

**You** must tell **Us** if those items are to be insured again after replacement.

## **Matching Items**

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Section 6

## Caravan Insurance

**Your Schedule** tells **You** if this Section is in force.

Refer to Insert for Cover and Conditions if applicable.

Section 7

# Annual Travel Insurance

**Your Schedule** tells **You** if this Section is in force.

Refer to Insert for Cover and Conditions if applicable.

Section 8

## Personal Accident Cover

**Your Schedule** tells **You** if this Section is in force.

Refer to Insert for Cover and Conditions if applicable.

Section 9

## Home and Garden Cover

**Your Schedule** tells **You** if this Section is in force.

Refer to Insert for Cover and Conditions if applicable.

Section 10

## Sports Package Cover

**Your Schedule** tells **You** if this Section is in force.

Refer to Insert for Cover and Conditions if applicable.



Section 11

## Small Craft Insurance

**Your Schedule** tells **You** if this Section is in force.

Refer to Insert for Cover and Conditions if applicable.

Section 12

## Homeworkers Insurance

**Your Schedule** tells **You** if this Section is in force.

Refer to Insert for Cover and Conditions if applicable.

## Section 13

# Family Legal Protection

This insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

**Your schedule** tells **You** if this section is in force.

Towergate Underwriting Household have selected DAS as **Your** family legal advice and protection insurer.

### Welcome to DAS

Thank **You** for purchasing this **DAS** family section. **You** are now protected by Europe's leading legal expenses insurer. To make sure **You** get the most from **Your DAS** cover, please take time to read this section which explains the contract between **You** and **Us**.

### Online law guide and document drafting

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

### Helping you with your legal problems

If **You** wish to speak to **Our** legal teams about a legal problem, please phone **Us** on 0117 934 0570 and quote reference TS3/3685436. **We** will ask **You** about **Your** legal issue and if necessary call **You** back to give **You** legal advice.

### When you need to make a claim

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **Us** on 0117 934 0570 and quote reference TS3/3685436. **We** will give **You** a reference number. At this point **We** will not be able to tell **You** whether **You** are covered but **We** will pass the information **You** have given **Us** to **Our** claims-handling teams and explain what to do next.

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

**Our Head and Registered Office:**

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

Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://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.

**Data protection**

To provide and administer the legal advice service and legal expenses insurance **We** must process **Your** personal data (including sensitive personal data such as convictions) that **We** collect from **You** in accordance with **Our** Privacy Policy.

To do so, **We** may need to send **Your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **You** legal advice, **We** may have to send information outside the European Economic Area. In doing this, **We** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **We** will not disclose **Your** personal data to any other person or organisation without **Your** written consent.

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

## How to make a complaint

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

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

Registered in England and Wales, number 103274.

Or **You** can phone **Us** on 0844 893 9013 or email **Us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

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

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

**You** can also contact them on: 0845 080 1800  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect **Your** right to take legal action.

## The meaning of words in this section of the policy

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

### Appointed representative

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

### Costs and expenses

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

## Countries covered

(a) For insured incidents 2 Contract disputes and 3 Personal injury.

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

(b) For all other insured incidents:

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

## DAS Standard Terms of Appointment

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

## Date of occurrence

(a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

(This is the date the event happened, which may be before the date **you** first became aware of it.)

(b) For criminal cases, the date **You** began, or are alleged to have begun, to break the law.

(c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **You** in writing of its intention to make an enquiry.

## Identity theft

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

## Period of insurance

The period for which **We** have agreed to cover **You**.

### **Preferred law firm**

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

### **Reasonable prospects**

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

### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **You, Your**

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

This includes students temporarily living away from home and unmarried partners. Anyone claiming under this section of the policy must have the policyholder's agreement to claim.

## Our agreement

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

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

## What we will pay

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

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

## What we will not pay

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



# Insured Incidents

For advice and to make a claim call **0117 934 0570**

**What is covered** (Please also refer to our agreement)

## 1 Employment disputes

A dispute relating to **Your** contract of employment or future employment.

## 2 Contract disputes

A dispute arising from an agreement which **You** have entered into in a personal capacity for:

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

**Please note that:**

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

## 3 Personal injury

A specific or sudden accident that causes **Your** death or bodily injury to **You**.

**What is not covered** (Please also refer to the section exclusions)

A claim relating to the following :

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

A claim relating to the following:

- (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- (b) the settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim)
- (c) a dispute arising from a loan, Mortgage, pension, investment or borrowing
- (d) a dispute over the sale, purchase terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional advisor in connection with these matters.
- (e) a motor vehicle owned by or hired or leased to **You**.

A claim relating to the following:

- (a) illness or bodily injury that happens gradually

## Insured Incidents – continued

**What is covered** (Please also refer to our agreement)

### 4 Clinical negligence

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

### 5 Property protection

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

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

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

**What is not covered** (Please also refer to the section exclusions)

- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **You**
- (c) defending **Your** legal rights, but **We** will cover defending a counter-claim
- (d) clinical negligence.

A claim relating to the following:

- (a) the failure or alleged failure to correctly diagnose **Your** condition
  - (b) psychological injury or mental illness that is not associated with **You** having suffered physical bodily injury
- (a) A claim relating to the following:
- (i) a contract **You** have entered into
  - (ii) any building or land except **Your** main home
  - (iii) someone legally taking **Your** property from **You**, whether **You** are offered money or not, or restrictions or controls placed on **Your** property by any government or public or local authority
  - (iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
  - (v) mining subsidence

**What is covered** (Please also refer to our agreement)

## 6 Tax protection

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

## 7 Jury service and court attendance

**Your** absence from work:

- (a) to attend any court or tribunal at the request of the **appointed representative**
- (b) to perform jury service
- (c) to carry out activities specified in **Your identity theft** action

**What is not covered** (Please also refer to the section exclusions)

- (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **You** or of which **You** are trying to take possession)
- (vii) the enforcement of a covenant by or against **You**.

(b) Defending a claim relating to an event that causes physical damage to property, but **We** will cover defending a counter claim.

(c) The first £250 of any claim for legal nuisance or trespass. This is payable by **You** as soon as **We** accept the claim.

(a) Any claim if **You** are self employed, or a sole trader, or in a business partnership.

(b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Any claim if **You** are unable to prove **Your** loss.

## Insured Incidents – continued

**What is covered** (Please also refer to our agreement)

plan under Insured incident 9  
**Identity theft.**

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

### 8 Legal defence

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

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

### 9 Identity theft protection

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

**What is not covered** (Please also refer to the section exclusions)

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

A claim relating to the following:

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

**What is covered** (Please also refer to our agreement)

**(3) Following your identity theft**

**We** will pay:

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

***Please note that:***

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

**What is not covered** (Please also refer to the section exclusions)

# Exclusions applicable to this section of the policy

**We** will not pay for the following:

## 1. Late reported claims

A claim where **You** have failed to notify **Us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **We** consider **Our** position has been prejudiced.

## 2. Costs we have not agreed

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

## 3. Court awards and fines

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

## 4. Legal action we have not agreed

Any legal action **You** take that **We** or the **appointed representative** have not agreed to, or where **You** do anything that hinders **Us** or the **appointed representative**.

## 5. Group Litigation Order

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

## 6. Defamation

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

## 7. A dispute with DAS

A dispute with **Us** not otherwise dealt with under section condition 8

## 8. Judicial review

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

## 9. Nuclear, war and terrorism risks

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

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

# Conditions applicable to this section of the policy

## 1. Your legal representation

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

## 2. Your responsibilities

- (a) **You** must co-operate fully with **Us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instructions that **We** ask **You** to.

## 3. Offers to settle a claim

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



#### 4. Assessing and recovering costs

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

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

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

#### 6. Withdrawing cover

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

#### 7. Expert opinion

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

#### 8. Arbitration

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

#### 9. Keeping to the terms of this section of the policy.

**You** must:

- (a) keep to the terms and conditions of this section of the policy
- (b) take reasonable steps to avoid and prevent claims

- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for, in writing, and
- (e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

#### 10. Cancelling the section of the policy.

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

#### 11. Fraudulent claims

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

- (a) a claim **You** have made to obtain benefit under this section of the policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

#### 12. Claims under this section by a third party

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

#### 13. Other insurances

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

#### 14. Law that applies

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

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

# Helpline Services

**You** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **We** may need to arrange to call **You** back depending on **Your** enquiry.

To help **Us** check and improve **Our** service standards, **We** record all inbound and outbound calls, except those to the counselling service. When phoning, please quote reference TS3/3685436. Please do not phone **Us** to report a general insurance claim.

## Legal advice service

Call **0117 934 0570**

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

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

## Tax advice service

Call **0117 934 0570**

**We** offer confidential advice over the phone on personal tax matters in the UK.

*Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times a message will be taken and a return call arranged within the operating hours.*

## Health and medical information service

Call **0117 934 0570**

**We** will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can give **You** information on all health services including hospital waiting lists.

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

## Counselling service

Call **0117 934 2121**

**We** will provide **You** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **We** refer **You**.

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

## Identity theft service

Call **0844 848 7071**

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

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

**We** cannot accept responsibility if the helpline services are unavailable for reasons **We** cannot control.

## Section 14

# Emergency Home Assistance

This insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

**Your Schedule** tells **You** if this Section is in force.

**Reference Number: TS3/4147340**

### **Important information**

#### **24 hour Emergency Assistance**

This is **your** Home Assistance wording – it includes everything **you** need to know about the emergency cover available under this section.

This policy is designed to offer 24 hour assistance within **your home** for emergencies associated with:

- Plumbing and Drainage
- the Main Heating System
- your Domestic Power Supply
- the Toilet Unit
- Home Security
- Lost Keys

**Act quickly in the event of an emergency and call the assistance helpline on 0800 783 1246**

To make sure **you** get the most from **your** DAS cover, please take the time to read this section, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

**How we can help**

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to assist **you** as quickly as possible.

**To make a claim under this section, please telephone us on 0800 783 1246 straight away and provide the following information:**

- **your** name and the **home** address including postcode;
- the nature of the **home emergency**.

**We** will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this section.

It is important that **you** contact our assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

**When we cannot help**

**We** cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service.

**We** will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

### **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](mailto:customerrelations@das.co.uk). Details of **our** internal complaint handling procedures are available on request.

### **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. Company number: 103274.

Website: [www.das.co.uk](http://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.

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

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

Tel: 0845 080 1800.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# The Meaning of Words in This Section

1. **We, us, our**  
DAS Legal Expenses Insurance Company Limited.
2. **You, your**  
The person who has taken out this section.
3. **Insured person**  
**You** and any person who lives in or is staying at **your home**.
4. **Home**  
**Your** principal **home** situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
5. **Home emergency**  
A sudden unforeseen event which requires immediate corrective action to:
  - a) prevent damage or further damage to **your home**; or
  - b) to make **your home** safe or secure; or
  - c) alleviate unreasonable discomfort, risk or difficulty to any **insured person**.
6. **Period of cover**  
The period for which **we** have agreed to cover **you**.
7. **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. This does not include any non-domestic heating or hot water systems or any form of solar heating.
8. **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 pipes:
  - a) which connect components of the heating system; or
  - b) for which **your** water supply or sewerage company are responsible.

## Cover

- 1 This section** only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.
- If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.
- We** will pay up to £500 (including VAT) for the call out charge, labour, parts and materials in providing assistance for a **home emergency** which arises from an **insured incident**.

## Insured Incidents

- (a) Plumbing and drainage**  
The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.
- (b) Main Heating System**  
The sudden failure to function of the **main heating system** in **your** home.
- (c) Domestic power supply**  
The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.
- (d) Toilet unit**  
Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your home** which results in complete loss of function.
- (e) Home security**  
Damage to, or the failure of, external doors, windows or locks which compromises the security of **your home**.
- (f) Lost keys**  
The loss of the only available set of keys to **your home** if **you** cannot replace them, or gain normal access.



# What is Not Covered by This Section

1. 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 at a different time from the main policy of which this section is a part.
2. Any incident or matter arising before the start of this section.
3. Any normal day-to-day **home** maintenance which 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 over a period of time or need regular attention.
4. The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
5. Any claim where **your home** has been left unoccupied for 30 consecutive days.
6. Any claim arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
7. Any costs incurred before an **insured person** has notified **us** of a **home emergency**.
8. Any costs incurred where our approved contractor has not been used.
9. Claims arising from any wilful or negligent act or omission by an **insured person**.
10. Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
11. Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
12. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
13. The malfunction or blockage of septic tanks, cesspits or fuel tanks.
14. Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
15. Any claims arising out of subsidence, landslip or heave.
16. Any properties that **you** own that are not **your** main residence or that **you** rent or let.
17. Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
18. Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.

19. Any costs incurred where **our** approved contractor has attended but **your home** was unoccupied.
20. **Home emergencies** 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;
  - pollution or contamination of any kind.
21. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

## Conditions

1. Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
2. An **insured person** must:
  - a) keep to the terms and conditions of this section;
  - b) maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;
  - c) try to prevent anything happening that may cause a claim;
  - d) take reasonable steps to keep any amount **we** have to pay as low as possible.
3. **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
4. **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.
5. We will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, we will not pay to replace a carpet damaged by a leak or for time taken off work because of a home emergency.
6. **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.
7. This section will be governed by English law.

# Exclusions Applying to Sections 1 - 6, 8, 9, 10, 11 and 12

## **This policy does not cover:**

- A.** Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

### **1. WAR RISKS AND TERRORISM**

#### **A) War**

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

#### **B) Terrorism**

harm or damage to life or to 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

- a) the use or threat of force and/or violence and/or
- b) 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 group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

- C)** any action taken in controlling preventing suppressing or in any way relating to (A) or (B) above.

### **2. SONIC BANGS**

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **3. RADIOACTIVE CONTAMINATION**

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

**4. LOSS IN VALUE**

Loss in value of any property following repair or replacement.

**5. POLLUTION**

- a) Pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring, and
- b) All loss, damage or injury directly or indirectly caused by such pollution or contamination.

**B.** Any loss (including loss of value) of, or damage to the **Land** or any part of the **Land**.

**C. YEAR 2000 NON COMPLIANCE**

(Not applicable to Section 3 - Property Owners Liability and Section 4 – Occupiers and Personal Liability)

Any claim, loss, liability or expense caused by or arising from directly or indirectly or in any way relating to any **Computer System** not being **Year 2000 Compliant**.

This exclusion shall not exclude subsequent loss or damage caused by a **Computer System** not being **Year 2000 Compliant** if such loss or damage is itself covered under this policy.

# Conditions Applying to Sections 1-6, 8, 9, 10, 11 and 12

## 1. REASONABLE CARE

**You** must take all reasonable steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

## 2. CANCELLATION

**We** may cancel this Policy by sending 14 days notice by recorded delivery to **You** or **Your** last known address.

Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

**You** have the right to cancel **Your** policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your** policy documentation.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the policy.

## 3. INSTALMENTS/DIRECT DEBIT

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

## 4. OTHER INSURANCES

If any accidental loss or damage covered by this Policy is insured elsewhere **We** will only pay **Our** rateable proportion of any claim.

## 5. FRAUD

All benefit under this Policy will be forfeited if any claim is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy.

## 6. NOTIFICATION OF CLAIMS

### a) Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property.
- ii) advise **Us** as soon as reasonably possible and at **Your** expense provide full details and proofs as requested by **Us**.
- iii) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- iv) within seven days of loss or damage by riot, civil commotion, strikes, labour disturbances or malicious persons, deliver to **Us** at **Your** own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurance covering such injury, loss or damage.

### b) Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must

- i) advise **Us** immediately and as soon as possible provide full details and assistance as requested by **Us**.
- ii) immediately send to **Us** any letter, writ, summons, or other legal document issued against **You** or **Your Family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

## 7. CONDUCT OF CLAIMS

### a) Our Rights

In the event of a claim **We** may

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- iii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

**b) Recovery of Lost or Stolen property**

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

**8. GOVERNING LAW**

There is a choice of law for this Insurance, but unless **We** agree otherwise English law applies.

# Changing your details

**You** must tell **Us** as soon as possible about any changes that may affect **your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell **us** about are:

- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If the property is used for business and the type of business use;
- If the property is no longer **Your** main residence;
- If the property is let or sublet;
- If there are paying guests or lodgers;
- If the number of consecutive days that the property is **Unoccupied** increases;
- If the property becomes permanently **Unoccupied** (ie not lived in, or intended to be lived in or insufficiently furnished for normal living purposes);
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings Insurance with Us**);
- If the **Contents or Valuables & Personal Effects** sum insured changes (if **You** have these sections insured with **Us**);
- If there are any renovations or building works being carried out, or due to commence, at **Your** home;
- If the type of locks or alarm should change, or if **You** no longer have an alarm maintenance contract in force;
- If the property is no longer self contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, ie cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided.

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made.

In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in "Conditions Applying to Sections 1-6, 8,9,10 11 and 12 – 2.Cancellation".





**Towergate Underwriting** and **Towergate Underwriting Household**

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