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Safety First

Even with the best insurance the experience of a break-in, a flood or a fire can be very upsetting.

Here are a few suggestions that you might follow in order to reduce the chances of something going seriously wrong.

Fire

- Smoke detectors save lives. Fit at least two devices, one on the ceiling of the ground floor hall and one on the ceiling of the upstairs landing, preferably close to the head of the stairs.
Remember to check that the batteries are still effective at least once every 3 months and lightly vacuum clean the elements at least once a year.
- Check your electric sockets. If you discover too many plugs hanging off one power point, spread them around or have more power points put in. Consider having an additional residual circuit breaker.
- If you have open fires, have the chimneys swept regularly. Use a fire guard when children are around or when drying clothes.
- Don't let children play with matches or fire.
- Don't leave hot fat or oil unattended on the cooker: if it catches fire, smother it with a fire blanket or damp cloth – not water.
- Never use a gas appliance if you think it's not working properly. Signs to look out for are soot and stains around the appliance and pilot lights that often blow out. Never cover it or block the air vents.
- Have your heating system and all gas appliances serviced regularly.

Floods and Burst Pipes

- Winter brings the threat of frozen pipes – which can flood the house. Around 300 gallons of water can gush out of a burst pipe in a single hour: if you're away, or if you don't know how to turn it off, the effect can be devastating.
- Find out where your main stopcock is and check that you can turn it on and off. If you can't move it, don't be tempted to hit it with a hammer, contact a plumber instead.
- Protect all your pipes and tanks with proper lagging, to prevent water freezing and reduce your bills too!
- If you go away in winter, leave your heating on at the normal setting, and ask a neighbour or relative to call in from time to time to check the pipes. Make sure they know where the stopcock is.
If you don't have central heating, turn off the mains stopcock and drain the water system before you leave.
- If a pipe bursts, turn off the mains stopcock, turn off the central heating system and turn on all the taps.
- If you find the frozen pipe yourself and decide to defrost it, use gentle heat such as hot water bottles or cloths soaked in hot water, and remove any items that may be damaged by a burst.
- If you live in a flood area, and you receive a flood warning, reduce the possibility of damage by acting quickly. As much as possible should be moved upstairs, especially electrical items and valuables and personal items which can't be replaced easily, like pictures and photographs.

Crime Risks

- Install a burglar alarm and remember to set it whenever you're out of the house. Make sure it is maintained and clearly visible.
- Make sure that you have good quality locks fitted to your outer doors, and key-operated locking devices fitted to your windows, to take advantage of our premium discount. If you are a tenant you may be able to get the council or landlord to fit them.
- Check that your doors are strong enough. Glass panels near locks are especially vulnerable.
- Fit exterior lights, such as those with sensors that switch on when they detect something within range.
- Use time switches – available from DIY shops – to turn on lights, etc., when you are out, to make the house look occupied.
- Never leave keys under the mat or where they can easily be found.
- Don't keep large sums of money at home. If you have valuable items (such as jewellery) keep them in a safe deposit box rather than in your house.
- Keep cash, keys and credit cards out of sight.
- Join 'Neighbourhood Watch' if there is one in your area. Arrange with your neighbours to watch your house if you're away.
- Design your garden for security. If the walls or hedges at the front are too high they can allow thieves to attack your doors or windows while out of sight from the street. At the back, make walls harder to climb with materials that do not offer an easy grip, such as light fencing, trellis, or anti-climb resin.
- Give your shed or garage a proper locking system and consider connecting it to the burglar alarm. Bicycles and motorcycles in the garage should be locked to ground anchors, and tools locked away. Ladders should be chained up, as they can be used to get into upstairs windows.
- If you go away, remember to cancel the milk and papers.
- Get a friend or neighbour to look after the house when you are on holiday, to collect mail and generally make the house look lived-in.
- If you own a bicycle, 'lock it and list it'. In other words, even if you leave it just for a minute always lock it with a good quality lock to something solid. If you have quick-release wheels take the front wheel off and put the lock through both wheels. To help the police (who have to auction thousands of unclaimed bicycles every year) make a note of its details and take a clear colour photograph. Ask your bicycle dealer to stamp your postcode on the frame with a Coded Cycle sticker to warn off thieves.
- Use an ultra violet pen, readily available from stationery stores, to mark your postcode and house name/number on all valuable and portable items of property.
- Take photographs/video of valuable items, such as jewellery, watches etc. Remember to put a scale (e.g. ruler) in the picture. This can provide the police with valuable evidence in the aid of recovery of your property. (Try to store the photographs elsewhere than in the home.)

Safety Checklist

Here is a quick reference guide that you can use to check how well protected your home is. Much of the information given here is just plain common sense, but it helps to check in case something has been missed.

- Guards for open fires
- Heating regularly serviced
- Pipes properly lagged
- Burglar alarm
- Neighbourhood Watch member
- Outbuildings properly locked
- Bicycles locked up
- Nothing to steal in hallway

- Smoke detectors fitted
- Chimneys swept
- Know where main stopcock is
- Call-in organised when away
- Valuable items in safe deposit
- Tools locked away
- Ladders chained up

Introduction to Policy Wording

Your policy wording

This Policy, the Application Form and the Schedule should be read together and form the contract of insurance, between you, the policyholder and the insurer.

The Schedule sets out the sections you have selected and any Sum Insured Limits which are relevant to you; it is your evidence of insurance and you may need it if you wish to make a claim.

In return for the payment of the premium by you, we will provide insurance in accordance with the Policy Cover for those Sections shown in the Schedule in respect of events happening during the Period of Insurance.

When you receive the policy it is important that you read it and the Schedule carefully to make sure that it meets your requirements and expectations.

If it does not, return the policy within 14 days of receiving it, and providing no claims have been made, we will refund the full premium.

Changes we need to know about

Please tell us or your insurance adviser immediately you become aware of any changes to your circumstances which may affect this insurance or any other material fact, eg a change to the persons to be insured, if the Sum(s) Insured become inadequate, change of use or unoccupancy of the property, criminal convictions (or cautions) of any of the persons included within the insurance.

Definition of Terms

We have defined below words or phrases used throughout this policy. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described below unless otherwise stated.

Accidental Damage

Sudden and unexpected damage caused by external means.

British Isles

Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Buildings

- a. The Home, swimming pools, hard courts, terraces, patios, drives and footpaths, walls, fences, gates and hedges
- b. Landlords fixtures and fittings all situated as stated in the Schedule.

Company/Insurer/We/Our/Us

Insurance company as detailed in the Schedule.

Contents

Fixtures and Fittings belonging to you (or for which you are responsible) not being landlord's fixtures and fittings.

Household Goods and Personal Effects belonging to you (or for which you are legally responsible) or domestic employees permanently residing with you.

Interior Decorations belonging to you where you are the tenant of the private dwelling or where you are the owner but are not responsible for insuring the private dwelling.

Visitors' Personal Effects up to £250 provided they are not otherwise insured.

Excess

The amount which you pay for each separate claim.

Home

The private dwelling and its outbuildings, used solely for domestic purposes and not for receiving paying guests, at the risk address shown in the Schedule.

Homeworking equipment

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.

Insured/Insured Person/You/Your

The person(s) named in the Schedule, their domestic partner and members of their family(ies) permanently living with him/her/them.

Money

Current bankcurrency notes and coins, cheques, postal orders, current postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets and travellers cheques all held for social, domestic or charitable purposes.

Period of Insurance

The period of time for which the insurance is provided under this Policy as set out in the Schedule, and any further period for which the Policy is renewed.

Personal Effects

Wearing apparel and other personal articles normally worn or carried other than Valuables or Money.

Unfurnished

Insufficiently furnished for normal living purposes.

Unoccupied

Not lived in by you or by anyone with your permission.

Valuables

Items of gold, silver and other precious metal, precious stones, jewellery, watches, furs, pictures, curios, other works of art, cameras, hearing aids, spectacles, binoculars, telescopes, microscopes, musical instruments, collections of coins, stamps or medals.

Summary of Cover

These covers only apply if you have selected them and they are shown on your Schedule.

These are the standard limits only. If you have decided to increase any of these limits, details will be shown on your Schedule.

The cover marked with a † can in certain situations be increased if required. Contact your usual insurance adviser for details.

Standard Cover – Buildings

Buildings	Up to Sum Insured selected
Loss of rent	20% of Sum Insured †
Cost of alternative accommodation	20% of Sum Insured †
Property Owners' Liability	£1m †
Tracing and accessing leaks	£500
Damage caused by emergency services (no excess to apply)	£2,000

Standard Cover – Contents

Contents	Up to Sum Insured selected
Contents temporarily removed	20% of Sum Insured
Theft of contents from outbuildings	£1,500 †
Theft of contents from garage	£1,500 †
Contents of garden/drive (excluding pedal cycles)	£250 †
Replacement locks for house and/or outbuildings	£250
Loss of oil	£500
Loss of metered water	£500
Loss of rent and cost of alternative accommodation	20% of Sum Insured selected †
Fatal injury benefit	£2,000
Occupiers' Liability	£1m †
Employers' Liability	£10m
Tenants' Liability	20% of Sum Insured selected
Valuables (see page 6 for definition)	
Limit	£5,000†
Single Article Limit	5% of Sum Insured selected
Damage caused by emergency services responding to an emergency at the property (no excess to apply)	£2,000
Visitors' effects	£250
Household removals	Unlimited*
Family Legal Expenses	£25,000

* Unlimited is cover up to Sum Insured selected.

Extra Cover Options

These covers only apply if you have selected them and they are shown on your Schedule.

Personal Possessions Cover in and away from the home	
Unspecified Valuables, Clothing and Personal Effects	Up to Sum Insured selected Single Article Limit £500
Sports Equipment	Up to Sum Insured selected Single Article Limit £500
Specified Valuables	Up to Sum Insured selected
Pedal Cycles	Up to Sum Insured selected
Money	£250
Credit Cards	£500
Deep Freezer Contents	Up to Sum Insured selected
Theft from unattended road vehicles (provided that the items are in a locked, concealed luggage compartment or glove box and any loss results from forcible and violent entry to a securely locked vehicle)	£500
Personal Possessions cover abroad	60 days
Accidental Damage	
Contents	Up to Sum Insured selected
Buildings	Up to Sum Insured selected

NOTE: This is a quick reference summary of cover. For full details of exactly what is and is not covered please refer to the policy wording on the following pages.

If in doubt please refer to your usual insurance adviser.

What you will have to pay

The first £1,000 for subsidence, heave or landslip claims under Buildings insurance.

The first £50 of all other claims.

Buildings

Section 1

This cover only applies if you have selected it and it is shown in your Schedule.

Cover

Exclusions

See also General Exclusions on page 42

£50 Excess (£1,000 in respect of subsidence, heave and landslip)

No Excess applies to Additional Insurances 4

Loss of or damage to any appliance forming part of the Buildings from the failure of that appliance correctly to recognise or respond to any date before, during or after the year 2000

The Buildings

Loss of or damage to the Buildings caused by:

Damage by wet or dry rot arising from any cause, except as a direct result of a claim previously paid by us and where repairs or preventative action was carried out by a tradesman approved by Us

-
1. a. Fire, explosion, lightning, earthquake
b. Smoke

b. Any gradually operating cause

-
2. Storm, flood

Loss or damage by frost
Loss of or damage to fences, gates and hedges

-
3. a. Riot, civil commotion, strikes, labour and political disturbances
b. Malicious acts

b. Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days
Loss or damage caused by You, Your paying guests or tenants or resident domestic servants employed by You.

Cover

4. Collision by
 - a. aircraft or other aerial devices or anything dropped from them
 - b. vehicles or animals
-

5. a. Escape of water from water tanks, pipes or apparatus or fixed heating system
 - b. Freezing of water in tanks, apparatus or pipes
-

6. Leakage of oil from a fixed heating system
-

7. Theft or attempted theft
-

8. Falling radio and television receiving aerials (including satellite dishes), their fittings and masts
-

9. Subsidence or heave of the site on which the Buildings stand or landslip

Exclusions

- b. Loss or damage caused by domestic animals.
-

Loss or damage to the installation or appliance from which the water escapes
Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days
Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings

Loss or damage to the installation or appliance from which the oil escapes
Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days

Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days
Loss or damage caused by You, Your paying guests or resident domestic servants employed by You

The first £1,000 of any amount payable in respect of each occurrence
Damage to swimming pools, hard courts, terraces, patios, drives, footpaths, walls, gates, fences or hedges unless a claim is accepted for such damage to Your Home
Damage if the Buildings have, to Your reasonable knowledge, previously suffered damage by subsidence, heave or landslip unless disclosed by You and accepted by Us
Damage due to coastal erosion
Damage to solid floors caused by compaction of infill, the use of defective materials or faulty workmanship
Damage to the Buildings caused by normal settlement or shrinkage or by subsidence of newly made-up ground
Damage to the Buildings caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings

Cover

10. Falling trees or branches

When a claim is accepted for damage to Buildings by falling trees we will also pay reasonable costs incurred by you for removal from the site of

- a. the fallen part of the tree or
- b. the whole tree if it has been uprooted partially or completely

Exclusions

Costs incurred for

- removing that portion of the tree remaining below ground
- reinstatement of the site

Loss or damage caused during felling, lopping or lopping operations unless carried out by professional contractors

Loss or damage to fences, gates and hedges

Additional Expenses

When a claim is accepted under Covers 1 to 10 of The Buildings we will also pay for

- a. architects' and surveyors' fees necessary for the reinstatement of the Buildings

The amount payable by us for such fees shall not exceed those authorised by the respective professional institutes

- b. the necessary cost of removing debris, demolishing, shoring or propping up the damaged parts of the Buildings which we have agreed in writing to pay
- c. the additional cost of reinstatement of the Buildings which has to be paid to comply with statutory or other building regulations or municipal or local authority bylaws

- a. Fees for preparing any claim

- c. Any cost you are legally liable to pay because of a notice served on you before the date of destruction or damage
-

Cover

Exclusions

Additional Insurances

1. Loss of rent and cost of alternative accommodation

If the private dwelling is damaged and made uninhabitable by any cause listed under Covers 1 to 10 of The Buildings we will pay any sums which you are liable to pay for ground rent for a period not exceeding two years.

We will also pay:

- a. for your loss of rent or
- b. any reasonable additional expenses necessarily incurred for your alternative accommodation

during the period necessary to restore your private dwelling to habitable condition
Such payment shall not exceed 20% of the Sum Insured.

2. Damage to services

Accidental damage, for which you are legally responsible, to cables or underground pipes providing services to or from the Buildings, septic tanks and drain inspection covers.

3. Breakage of fixed glass and sanitary fixtures

Accidental breakage of fixed glass which forms part of the Buildings including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, lavatory pans and cisterns (and their fixtures and fittings) in the Buildings.

Breakage occurring after the private dwelling has been left unoccupied or unfurnished for more than 30 consecutive days
Breakage occurring when the Buildings are let

4. Emergency access

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

Any amount exceeding £2,000

5. 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 £500, for removing and replacing any other part of the Buildings necessary to find and repair the source of the leak.

6. Sale of the Home

If you enter into a contract to sell the building which is insured by this Policy and between exchange of contracts and completion of the sale that building is destroyed or damaged the purchaser will be entitled to any benefit under the Buildings section of this Policy in respect of such destruction or damage when the sale is completed provided the building is not insured under another insurance Policy by the purchaser or on his/her behalf.

Buildings

Accidental Damage

This cover only applies if you have selected it and it is shown in your Schedule.

Cover

Accidental damage

Accidental damage to the Buildings

Exclusions

Damage arising from

- i. wear, tear, settlement or shrinkage, vermin, insects, fungus, atmospheric, climatic or weather conditions or any gradually operating cause
- ii. the use of defective materials, defective design or faulty workmanship
- iii. any building work comprising alterations, renovations, additions and repairs to the building
- iv. electrical or mechanical breakdown or derangement
- v. frost (other than the bursting of water pipes or tanks)

The cost of maintenance or normal redecoration. Loss, destruction or damage specifically excluded elsewhere in the Buildings section.

Damage arising whilst the Buildings or any part of them is lent, let or sub-let.

Buildings

Property Owners' Liability

Cover

Your legal liability as owner (not as occupier) of the Buildings for

- damages in respect of
 - accidental bodily injury to or sickness contracted by any person
 - accidental loss of or damage to material property occurring during any period of insurance
- i. in or about the Buildings
- ii. in connection with any Home previously owned and occupied or leased and occupied by you and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

If the Buildings section of this Policy is cancelled or expires the indemnity will continue for a period of 7 years in respect of any Home insured by this section before such cancellation or expiry

- costs and expenses incurred by any party in claiming damages under this section.

Our liability for damages resulting from one original cause will not exceed £1,000,000.

We will also pay all costs and expenses which we have already agreed to in writing relating to any claim which may be covered under this section.

Exclusions

Liability as occupier of the Buildings

Bodily injury to or sickness contracted by any person under a contract of service or apprenticeship with you when the injury or sickness arises out of or in the course of his/her employment by you

Loss of or damage to property belonging to you or held in trust by you or in your custody or control

Liability caused directly or indirectly by, through or in connection with any mechanically propelled vehicle licensed for road use for which a Certificate of Motor Insurance is required

Liability assumed under any agreement unless that liability would have applied even if the agreement did not exist

Liability arising in connection with your business or profession

Liability under ii. which is insured under another insurance policy

Liability arising directly or indirectly in connection with animals other than domestic animals

Contents

Section 2

This cover only applies if you have selected it and it is shown in the Schedule.

Cover

Exclusions

Property insured by any other policy of insurance
Securities and documents of any kind
Motorcycles or other mechanically propelled vehicles (other than motorised domestic gardening equipment), aircraft, watercraft, sail boards, surf boards, caravans, trailers and portions, parts and accessories of any of these
Any part of the structure of the Home including ceilings, wallpaper and the like (other than Fixtures and Fittings and Interior Decorations as defined on Page 6)
Goods used for business or professional purposes
Any living creature

See also General Exclusions on page 42

£50 Excess except Additional Insurances 8 and 11 where there is no excess
Damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to the Insured or not) correctly to recognise or respond to any date before during, or after the year 2000

Contents in the home

Loss of or damage to the Contents in Your Home caused by:

-
- | | |
|--|--|
| 1. a. Fire, explosion, lightning, earthquake
b. Smoke | b. Any gradually operating cause |
| 2. Storm, flood | |
| 3. a. Riot, civil commotion, strikes and labour or political disturbances

b. Malicious acts | a. Loss or damage to food in freezers and/or refrigerators caused by failure of the electricity supply as a direct or indirect result of a deliberate act including strikes by the supply authority and/or their employees
b. Malicious damage caused by You, Your paying guests or tenants or resident domestic servants employed by You.
Loss or damage occurring after Your home has been left unoccupied for more than 30 consecutive days |
-

Cover

4. Collision by
 - a. aircraft or other aerial devices or anything dropped from them
 - b. vehicles or animals

5. Escape of water from water tanks, pipes, apparatus or fixed heating system

6. Leakage of oil from a fixed heating system

7. Theft or attempted theft

8. Falling radio and television receiving aerials (including satellite dishes), their fittings and masts

9. Subsidence or heave of the site on which the Home stands or landslide

10. Falling trees or branches

Exclusions

- b. Loss or damage caused by domestic animals

Loss or damage to the installation or appliance from which the water escapes
Loss or damage occurring after the Home has been left unoccupied for more than 30 consecutive days

Loss or damage to the installation or appliance from which the oil escapes
Loss or damage occurring after the Home has been left unoccupied for more than 30 consecutive days

Loss or damage occurring after the Home has been left unoccupied for more than 30 consecutive days
Theft by deception unless deception is used solely as a means to enter the Home
Theft of Personal Money unless involving entry to or exit from the home by forcible and violent means or entry by deception
In respect of non self-contained flats unless involving entry to, or exit from, the building by forcible and violent means or entry by deception.
In respect of self-contained flats theft of property in any part of the building to which any other tenant has right of access unless involving entry to, or exit from, the building by forcible and violent means
Loss or damage caused by You, Your paying guests or tenants or resident domestic servants employed by You
Any amount exceeding £1,500 from outbuildings including garages

Damage due to coastal erosion

Cover

Additional Insurances

1. Contents temporarily removed from the Home

Loss of or damage to Contents not exceeding 20% of the Sum Insured in total by any of the causes listed under Contents in the Home while temporarily removed from the Home for a period not exceeding 30 days

- a. to any bank or safe deposit or to any occupied private dwelling or building where you are residing (including while attending full time education), employed or carrying on business in the United Kingdom, Republic of Ireland, Channel Islands or Isle of Man
- b. elsewhere in the United Kingdom, Republic of Ireland, Channel Islands or Isle of Man

Exclusions

- a. Theft of Contents from outbuildings and garages unless involving forcible and violent entry to or exit from the outbuilding or garage. Any amount exceeding £1,500 from outbuildings and garages
Theft of Personal Money unless involving forcible and violent entry to or exit from a building
- b. Any amount exceeding £1,500 from outbuildings and garages
Loss or damage by storm or flood to property not in a building
Loss or damage by theft unless involving forcible and violent entry to or exit from a building
Loss or damage while removed for sale or exhibition or to a furniture depository

2. Accidental Damage to audio, video and computer equipment

Accidental Damage to

- a. radios, televisions, video players and recorders, home computers, recording and audio equipment in the private dwelling
- b. receiving aerials (including satellite dishes) fixed to the Home

Electrical or mechanical breakdown
Damage by wear, tear, depreciation or any other gradually operating cause
Damage caused by the process of cleaning, washing, repairing or restoring
Damage caused by failure to use in accordance with manufacturer's instructions
Damage to video cameras, mobile phones, pagers, computer software, recording tapes, discs or records
Damage caused by domestic animals
Damage to items designed to be portable whilst being transported, carried or moved
Any amount exceeding £1,000 for any individual item or set

Cover

3. Glass and mirrors

Accidental breakage of mirrors, glass tops and fixed glass in furniture and cookers (including ceramic hobs) in the private dwelling

Exclusions

Breakage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days

4. Contents in the open

Loss of or damage to Contents up to £250 in total by any of the causes listed under Contents in the Home occurring in the open (including in any car port) within the boundaries of the land belonging to the Home

Loss or damage occurring after the Home has been left unoccupied or unfurnished for more than 30 consecutive days
Loss of or damage to pedal cycles
Loss or damage caused by storm or flood

5. Theft of keys

If keys to the locks of

- a. external doors of the Home
- b. alarm systems or domestic safes fitted in the private dwelling

are stolen we will pay the cost of replacing the locks or lock mechanisms for an amount not exceeding £250 any one loss

6. Oil and metered water

Accidental loss of

- a. domestic heating oil up to £500
- b. metered water up to £500

Accidental loss occurring after the Buildings have been left unoccupied or unfinished for more than 30 consecutive days

7. Loss of rent and cost of alternative accommodation

If the private dwelling is damaged and made uninhabitable by any cause listed under Contents in the Home we will pay

- a. for your loss of rent or
- b. any reasonable additional expenses necessarily incurred for your alternative accommodation

during the period necessary to restore the private dwelling to a habitable condition. Such payment shall not exceed 20% of the Contents Sum Insured

Cover

8. Fatal injury benefit

In the event of your death as a direct result of injury caused in the Home by fire, explosion, lightning or intruders we will pay the sum of £2,000 provided death ensues within three months of such injury

9. Household removals

Loss of or damage to Contents while in transit from the Home to your new permanent residence (including loading and unloading) in the United Kingdom, Republic of Ireland, Channel Islands or Isle of Man provided that such removals are carried out by professional removal contractors

Exclusions

Personal Money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities, deeds or documents of any kind, business books, manuscripts and stamps
Sea transits
Loss or damage to property in storage
The first £50 of any claim in addition to any other Excess applicable

10. Tenant's Liability

All sums up to 20% of the Contents Sum Insured for which you are legally responsible as tenant for

- loss of or damage to the Home and landlord's fixtures and fittings by any of the causes listed under Contents in the Home
- accidental breakage of fixed glass and sanitary fixtures which form part of the Home, including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, lavatory pans and cisterns (and their fixtures and fittings) in the Home
- accidental damage to cables or underground pipes providing services to or from the building, septic tanks and drain inspection covers

Loss or damage excluded under any of the causes listed under Contents in the Home
Loss or damage while the private dwelling has been left Unfurnished

11. Emergency access

Accidental Damage to Contents following necessary access to the Home to attend a medical emergency or an event which could result in damage to the Home

Any amount exceeding £2,000

Contents

Accidental Damage

This cover only applies if you have selected it and it is shown in the Schedule.

Cover

Accidental Damage

Accidental Damage to the Contents while in the Home

Exclusions

Clothing, contact lenses, stamps, food in freezers and pedal cycles

Damage arising from wear, tear, depreciation, the action of light, atmospheric conditions, frost, domestic animals, moth, vermin, infestation, damp, rust, wet or dry rot or any gradually operating cause, the process of cleaning, washing, repairing or restoring any article, electrical or mechanical breakdown or consequential loss

Damage specifically excluded elsewhere in the Contents section

Deterioration of food or drink

Damage arising whilst the Buildings or any part of them is lent, let or sub-let

Contents

Occupier's, Personal & Employer's Liability

Cover

Your legal liability for

- damages in respect of
 - accidental bodily injury to or sickness contracted by any person
 - accidental loss of or damage to material propertyoccurring during any Period of Insurance in the United Kingdom, Republic of Ireland, Channel Islands or Isle of Man and in the remainder of the world in respect of temporary visits
- costs and expenses incurred by any party in claiming damages under this section

Our liability for damages

- incurred other than in the paragraph below resulting from one original cause will not exceed £1,000,000 however we will also pay all costs and expenses which we have already agreed to in writing

Exclusions

Liability

- a. arising directly or indirectly by, through or in connection with
 - i. the ownership, possession or use by you or on your behalf of any motorcycle or other mechanically propelled vehicle (but not motorised domestic gardening equipment used within the boundaries of the land belonging to the Home)
 - ii. aircraft other than powered model aircraft with an engine capacity not exceeding 10cc and/or a wing span not exceeding 1.88 metres and non-powered model aircraft unless such model aircraft are participating in flying displays
 - iii. craft and boards designed to be used on or in water (but not those solely propelled by oars or paddles which are hand or foot operated)
 - iv. the occupation of land or buildings (other than the Home or its grounds)
 - v. the ownership of land, buildings or immobile property
 - vi. any wilful or malicious act
 - vii. animals other than domestic animals

Cover

- and all costs and expenses in respect of any one claim or series of claims against you arising out of one occurrence for bodily injury to or sickness contracted by any person under a contract of service or apprenticeship with you when such bodily injury or sickness arises out of and in the course of his/her employment by you will not exceed £10,000,000

Exclusions

- viii. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
- ix. dangerous dogs as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
- b. assumed under any agreement unless that liability would have applied if the agreement did not exist
- c. arising directly or indirectly by, through or in connection with any trade, business or profession carried on by you
- d. for loss of or damage to property belonging to you or held in trust by you or in your custody or control
- e. for bodily injury to or sickness contracted by you

In respect of liability for bodily injury to or sickness contracted by any person under a contract of service or apprenticeship with you when such bodily injury or sickness arises out of and in the course of his/her employment by you the following exclusions do not apply

- 1 a. ii. – a. viii. and b.
- 2 a. i. except in respect of any motorcycle or other mechanically propelled vehicle where cover or security is required by any Road Traffic Act legislation.

Personal Possessions

Section 3

This cover only applies if you have selected it and it is shown in the Schedule.

Our liability in respect of each sub-section to this Section shall not exceed the following limits in respect of any one incident of loss destruction or damage.

Sub-Section	Personal Possessions	Limitation
3A	Unspecified Valuables, Clothing and Personal Effects	No one item shall exceed £500 in value and in total the Sum Insured indicated in the Schedule and any Endorsements applicable
3B	Sports Equipment	
3C	Specified Valuables	The Sum Insured in the Schedule and any Endorsements applicable.
3D	Pedal Cycles	
3E	Money	£250
3F	Credit Cards	£500

Cover

Loss of or damage to your property shown in the Schedule anywhere in the British Isles or anywhere in the world for a period not exceeding 60 days during any one Period of Insurance

Exclusions

See also General Exclusions

£50 Excess

Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed £500

Loss or damage caused by wear, tear, depreciation, the process of cleaning, washing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, mildew, fungus, vermin, or any other gradually operating cause

Loss or damage to sports equipment whilst in use

Loss or damage caused by domestic pets

Confiscation or detention by Customs or other officials

Electrical or mechanical breakdown

Consequential loss

Loss or damage in respect of articles held or used for business or professional purposes

Any loss or damage which is recoverable under any other insurance

Theft, attempted theft or malicious damage caused by You, Your paying guests or tenants or resident domestic servants employed by You

Damage to your property caused by or resulting from the failure of that property or part of that property correctly to recognise or respond to any date before, during or after the year 2000

Loss or damage occasioned by Riots, Strikes and Civil Commotion outside Great Britain, the Channel Islands or the Isle of Man

Malicious acts by You

Cover

Description of property and special terms relating to Unspecified Valuables, Clothing and Personal Effects, Money and Credit Cards and Pedal Cycles.

Valuables, Clothing, Personal Effects and Sports Equipment

Exclusions

Special Exclusions

The exclusions on page 42 apply also

In respect of Clothing and Personal Effects only:

Property as defined under Money and Credit Cards

Skis (including sticks and bindings), snowboards, water skis, subaqua equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering

Contact and corneal cap or micro lenses and hearing aids

Securities

Furniture, furnishings, household goods, equipment and stores, business goods and equipment

Any motorcycle or other mechanically or electrically propelled vehicle (other than motorised domestic gardening equipment and wheelchairs), aircraft, watercraft, sail boards, surf boards, caravans, trailers, cycles and portions, parts and accessories of any of these

Any living creature

Pedal Cycles

Loss of or damage to Your Pedal Cycles

In respect of Pedal Cycles only:

Loss or damage while being used for track racing or business purposes

Theft while away from the Home unless in a building or securely locked to an immovable object

Loss of or damage to accessories unless caused by an accident to the Pedal Cycle or unless the Pedal Cycle is stolen or destroyed by fire at the same time

Loss of or damage to any Pedal Cycle, the details of which have not been notified to Us

Cover

Money and Credit Cards

Money, credit, cheque guarantee and cash cards all held for social domestic or charitable purposes.

Exclusions

In respect of Money and Credit Cards only:

Shortages due to error or omission

Losses not reported to the police

Losses of credit, cheque guarantee and cash cards not reported to the card issuing company within 24 hours of discovery

Loss of Money held for business or professional purposes

Losses arising out of the fraudulent misuse by unauthorised persons of credit cards

Deep Freezer Contents

Section 4 – not index linked

This cover only applies if you have selected it and it is shown in the Schedule.

Cover

We will cover You against loss of or damage to the contents of Your domestic frozen food cabinets and/or refrigerators caused by a change in temperature or contamination from refrigerant fumes.

Exclusions

Loss or damage due to the deliberate act of the power supply company or the exercise by the power supply company of any right to withhold or restrict supply

Loss or damage due to Riots, Strikes, Civil Commotions, industrial action, labour disturbance or the withdrawal of labour by employees of the power supply company

Limitation

Our liability shall not exceed the Sum Insured indicated in the Schedule

Settling Claims

Contents, Personal Possessions and Buildings claims

At our option we will settle your claim by replacement, reinstatement, repair or payment. Where we are able to replace property, payment will be limited to the cost of replacement by our preferred supplier.

When we settle a claim for loss or damage we will not deduct any amount for wear, tear and depreciation except

- for any claim in respect of clothing and household linen
- under the Contents section for property not belonging to you or your domestic employees unless you or they are legally responsible for the cost of replacement as new under the terms of an agreement.

We will not pay for the cost of replacing any undamaged items which form part of a set (other than a pair), suite or other article of a uniform nature, design or colour, including carpets, when damage occurs to a specific part or within a clearly identifiable area and replacements cannot be matched.

We will not reduce the Sums Insured by the amount paid under any claim except under Personal Possessions where the claim relates to the total loss of any item(s) specified in the Schedule.

Only one excess may apply in the event of a claim under more than one item arising out of the same occurrence at the same time.

Contents claims

The total amount payable by us in respect of loss or damage under Sections Contents in the Home and Additional Insurances 1 to 6, 9, 11 and Additional Accidental Damage arising out of one occurrence will not exceed the Sum Insured or the limits stated, whichever is the less.

In respect of Valuables

- a. no one article set or collection shall be deemed of greater value than 5% of the Sum Insured by this Section.
- b. the total value shall not exceed 25% of the total Sum Insured by this Section or £5,000, whichever is the less except as otherwise specially agreed by Endorsement.

In the event that:

the Sum Insured is less than the total cost of replacing as new the Contents.

We will at Our option:

- (i) pay You the cost of replacement or repair less a deduction for wear and tear or depreciation;
- (ii) proportionately reduce any payment We make.

Personal Possessions claims

The most we will pay for loss or damage arising out of one occurrence is the amount stated against each item in the Schedule.

Deep Freezer Contents claims

We will pay the full cost of replacement of the contents of Your domestic frozen food cabinets or refrigerators PROVIDED THAT the Sum Insured represents the full value of the contents at the time of loss or damage.

In the event that the Sum Insured is less than the full value of the contents any payment We make will be proportionately reduced.

The Sum Insured will be reinstated automatically following notification of any claim under this Section of the Policy.

Buildings claims

The most we will pay for loss or damage arising out of one occurrence is the amount stated in the Schedule.

We will not pay for any reduction in the market value of the Home following reinstatement, replacement or repair of the damaged parts of the private dwelling.

In the event that:

- (a) the Buildings are not in good state of repair;
- (b) the Sum Insured on Buildings is less than the Sum Insured for Buildings described by the Sum Insured Condition;
- (c) repair or replacement is not carried out.

We will at Our option

- (i) pay You the cost or reinstating the damage less an allowance for any wear and tear or betterment;
- (ii) proportionately reduce any payment we make;
- (iii) pay You the difference between the value of the Buildings prior to the loss or damage and the value of the Buildings following the loss or damage.

Guaranteed Rebuilding Costs

We will pay, subject to the terms conditions and exclusions of Section 1, such additional sums as are necessary to fully complete the reinstatement of the Buildings should the Sum Insured prove inadequate.

Provided that:

1. The Sum Insured at the inception of this insurance was based upon a professional valuation by a member of the Royal Institution of Chartered Surveyors (or an alternative professional body approved by Us for the cost of fully reinstating the Buildings).
2. The Sum Insured resulting from this valuation has been continually index linked in accordance with the Index Linking as detailed on Page 31.
3. Any alterations or additions which materially affect the reinstatement cost of the Buildings since inception of this insurance have been notified to Us and the Sum Insured adjusted accordingly.
4. In our opinion it is possible to effect economic repair or reinstatement of the Buildings.
5. The professional valuation is provided by You at no cost to Us.

Note:

This guarantee shall not be operative unless it is specifically indicated by Endorsement.

Sum Insured Condition

The respective Sums Insured must at all times be sufficient to cover the full cost of

- replacing the Contents and Personal Belongings as new except for clothing and household linen where a deduction may be made for wear and tear and depreciation
- rebuilding the Buildings to the same specification including an amount for demolition costs and architects' and surveyors' fees.

Index Linking

Contents and Buildings Sums Insured will be changed each month and re-stated annually at renewal date in accordance with published alterations in the level of the Retail Prices Index for Contents and the House Rebuilding Cost Index for Buildings.

Amended Sums Insured and the renewal premium will be shown on your renewal notice, however we will not reduce Sums Insured in the event of an Index value reducing unless you ask us to do so. Index Linking of the Buildings Sum Insured will continue during replacement or repair following loss or damage provided that replacement or repair is carried out without unnecessary delay.

Family Legal Protection

Section 5

Cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Ltd.

Definitions

Certain other words are defined on Page 6 of this policy.

We, Us ,Our

DAS Legal Expense Insurance Company Ltd.

Representative

The lawyer, accountant or other suitably qualified person who has been appointed by Us to act for an Insured Person in accordance with the terms of this Section of the policy.

Full Enquiry

An extensive examination by the Inland Revenue which considers all aspects of the Insured Person's self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the Insured Person's self-assessment tax return.

Date of Occurrence

- (a) For civil cases (except under insured incident 5, Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.
- (b) For criminal cases, the date of occurrence is when the Insured Person began, or is alleged to have begun, to break the criminal law in question.
- (c) For full enquiries, the date of occurrence is when the Inland Revenue first notifies the Insured Person in writing of its intention to make enquiries.

Costs and Expenses

(a) Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

(b) Accountant's costs

All reasonable and necessary costs chargeable by the Representative.

(c) Opponent's costs

We will also pay the costs incurred by the opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with our agreement.

Territorial limit

For insured incidents 2, Contract Disputes and 3, Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (west of the Bosphorus).

Limit of Liability

For all other insured incidents

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

We agree to provide the insurance in this Section, as long as:

- (a) the Date of Occurrence of the insured incident is during the Period of Insurance and within the Territorial Limit; and
- (b) any legal proceedings will be dealt with by a court, or other body which We agree to, in the Territorial Limit; and
- (c) for civil claims, it is always more likely that not an Insured Person will recover damages (or obtain any other legal remedy which We have agreed to) or make a successful defence.

For all insured incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want us to appeal. Before We pay the Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

We will only pay the Legal Costs and Accountant's Costs charged by a Representative appointed by Us.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same cause is:

- (a) £25,000 for insured incidents 1, 2, 4, 6 and 7: and
- (b) £50,000 for insured incident 3.

Claims Procedure

Send your claim to:

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

Claims are usually handled by a Representative appointed by Us, but sometimes We deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help

Please do not ask for help from a solicitor or accountant before We have agreed. If You do, We will not pay the costs involved even if We do accept the claim.

Cover

Employment Disputes

We will negotiate for the Insured Person's legal rights in a dispute arising from their contract of employment for their work as an employee which results in an application to an Employment Tribunal or to the ACAS Arbitration Scheme.

Contract Disputes

We will negotiate for an Insured Person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an Insured Person has entered into for:

- (a) the buying or hiring in of any goods or services; or
- (b) the selling of any goods provided that –
 - (i) the Insured Person has entered into an agreement or alleged agreement during the Period of Insurance; and
 - (ii) the amount in dispute is more than £100

Exclusions

Any claim relating solely to personal injury

A claim relating to:

A contract regarding an Insured Person's trade, profession, employment or any business venture;

Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);

A contract involving a motor vehicle;

The settlement payable under an insurance policy (We will negotiate if Your insurer refuses Your claim, but not for a dispute over the amount of the claim);

A dispute arising from any loan, mortgage, pension, investment or borrowing.

Bodily Injury

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

A claim relating to:

Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident: or

Defending an Insured Person's legal rights, but defending a counter-claim is covered.

Cover

Property Protection

We will:

- (a) negotiate for the Insured Person's legal rights in a civil action; and/or
 - (b) arrange mediation;
- for a dispute relating to material property which is owned by the Insured Person or for which the Insured Person is responsible, following:
1. an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
 2. a legal nuisance (meaning any unlawful interference with the Insured Person's use or enjoyment of their home, or some right over, or in connection with it); or
 3. a trespass.

Exclusions

A claim relating to:

- i. a contract entered into by an Insured Person;
- ii. any building or land other than any residential building insured by this Policy;
- iii. someone legally taking an Insured Person's material property from them, whether the Insured Person is offered money or not, or restrictions or controls placed on an Insured Person's material property by any government or public or local authority unless the claim is for accidental physical damage;
- iv. work done by any government or public or local authority unless the claim is for accidental physical damage;
- v. a motor vehicle owned or used by, or hired or leased to an Insured Person;
- vi. mining subsidence

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

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

Tax Protection

We will negotiate for an Insured Person, and represent them in any appeal proceedings, in the event of a Full Enquiry into their personal tax affairs.

The tax affairs of a company, or any claim if the Insured Person is self-employed, a sole trader or in a business partnership.

An investigation by the Special Compliance Office.

Cover

Jury Service

We will pay the Insured Person's salary or wages for the time that the Insured Person is off work while attending jury service for each half or whole day of their attendance as far the salary or wages is not recoverable from the court or the Insured Person's employer.

The amount We will pay is based on the time the Insured Person is off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is eight hours.

If the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages.

If the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's salary or wages.

Exclusions

Legal Defence

We will defend the Insured Person's legal rights if an event arising from the Insured Person's work as an employee leads to;

- (a) the Insured Person being prosecuted in a court of criminal jurisdiction; or
- (b) civil action being taken against the Insured Person under legislation for unlawful discrimination; or
- (c) civil action being taken against the Insured Person under section 13 of the Data Protection Act 1998.

[A claim relating to a motor vehicle.](#)

What is not covered by this Section of the Policy

1. A claim reported to Us more than 180 days after the Insured Person should have known about the insured incident.
2. An incident or matter arising before the effective date is stated in the Schedule.
3. Costs and Expenses incurred before Our written acceptance of a claim.
4. Fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority.
5. An insured incident intentionally brought about by an Insured Person.
6. A legal action that an Insured Person takes which We or the Representative have not agreed to, or where an Insured Person does anything that hinders Us or the Representative.
7. A claim relating to an Insured Person's alleged dishonesty or alleged violent behaviour.
8. A claim relating to written or verbal remarks which damage an Insured Person's reputation.
9. A claim relating to a lease of land or buildings of less than 21 years, or licence of tenancy of land or buildings. However, We do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
10. A dispute with Us not otherwise dealt with under Condition 7.
11. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
12. 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 the Section in relation to any third party rights or interest.
13. An application for judicial review.

Conditions which apply to this Section of the Policy

1. An Insured Person must:
 - (a) Keep to the terms and conditions of this Section of the policy;
 - (b) Try to prevent anything happening that may cause a claim;
 - (c) Take reasonable steps to keep any amount We have to pay as low as possible;
 - (d) Send everything We ask for, in writing;
 - (e) Give Us full details in writing of any claim as soon as possible and give Us any information We need.
2.
 - (a) We can take over and conduct in the name of an Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
 - (b) The Insured Person is free to choose a Representative (by sending Us a suitably qualified person's name and address) if
 - (i) We agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
 - (ii) there is a conflict of interest.We may choose not to accept the Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Representative in these circumstances, the Insured Person may choose another suitably qualified person.
 - (c) In all circumstances except those in 2(b) above, We are free to choose a Representative.
 - (d) Any Representative will be appointed by Us to represent an Insured Person according to Our standard terms of appointment. The Representative must co-operate fully with Us at all times.
 - (e) We will have direct contact with the Representative.
 - (f) An Insured Person must co-operate fully with Us and the Representative and must keep Us up to date with the progress of the claim.
 - (g) An Insured Person must give the Representative any instructions that We require.
3.
 - (a) An Insured Person must tell Us if anyone offers to settle a claim.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay any further Costs and Expenses.
 - (c) We may decide to pay the Insured Person the amount of damages that the Insured Person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4.
 - (a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited, if We ask for this,
 - (b) An Insured Person must take every step to recover Costs and Expenses that We have to pay, and must pay Us any Costs and Expenses that are recovered.
5. If the Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Representative, the cover We provide will end at once, unless We agree to appoint another Representative.
6. If an Insured Person settles a claim or withdraws it without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to reclaim any Costs and Expenses We have paid.
7. If We and an Insured Person disagree about the choice of Representative, or about the handling of a claim, We and the Insured Person can choose another suitably qualified person to decide the matter. We and the Insured Person must both agree to the choice of person in writing. Failing this, We will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving this disagreement must be paid by the party whose argument is rejected.
8. We may, at our discretion, require the Insured Person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the Insured Person and Us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence, We will pay the cost of obtaining the opinion.
9. All Acts of Parliament mentioned in the Section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Helpline Services

We provide these services 24 hours a day, seven days a week during the Period of Insurance. All helplines apply to the United Kingdom unless otherwise stated. To help us check and improve Our service standards, We record all calls except those to the Health and Medical Information and Counselling services.

When phoning, please tell us You are a Fortress policyholder.

Please do not phone us to report a general insurance claim.

Eurolaw legal advice service

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

Tax advice service

We will give an Insured Person confidential advice over the phone on personal tax matters.

Health and medical information service

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

For the following four assistance services, You will be responsible for paying the costs for the help provided.

Domestic assistance

We will arrange help or repairs needed if You have a domestic emergency in Your home, such as a burst pipe, blocked drain, broken window or building damage.

Veterinary assistance

If Your pet is ill or injured, We can help find a vet who can offer treatment.

Childcare assistance

We will arrange help following an emergency (such as illness or injury to an Insured Person) if a regular childminder cannot attend or You have to leave the children at home unexpectedly.

Home assistance

We will arrange assistance following an emergency (such as illness or injury to an Insured Person) when help is needed to run the home. We can help find cleaning staff, au pairs and housekeepers.

To contact the above services, phone Us on 0117 934 2111 or 0117 976 2030

Counselling

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

To contact the counselling helpline, phone Us on 0117 934 2121

We will not accept responsibility if the Helpline Services are unavailable for reasons We cannot control.

General Conditions

General Conditions applying to all sections of the policy except Family Legal Protection.

1. Observance of Policy Terms

Our liability is conditional on **You** or any person claiming indemnity observing the terms and conditions of the Policy.

2. Your duty to prevent loss or damage

- a. You and any other person to whom this insurance applies will take all reasonable precautions to prevent accidents, loss or damage.
- b. All property insured under this Policy shall be maintained in good condition.

3. Interpretation

The Schedule forms part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and any additional Policy Sections or clauses shown in the Schedule. Any word or expression to which a specific meaning has been given in any part of this Policy shall have that meaning wherever it appears.

4. Claims

Your duty

You will on the happening of any event which is likely to give rise to a claim under this Policy

- a. notify the police as soon as you are aware if any property is lost, stolen or maliciously damaged
- b. report to us as soon as reasonably possible and provide all information and assistance which we may reasonably require
- c. take all reasonable steps to recover any lost or stolen property and advise us without unnecessary delay if such property is returned to you
- d. forward all correspondence, legal documents or any other document to us unanswered
- e. not discuss liability with any third party.

Our rights

- a. We will be entitled to
 - i. take over and conduct in your name the defence or settlement of any claim or
 - ii. prosecute in your name for our own benefit any claim for indemnity or damages or otherwise.
- b. We will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- c. No property may be abandoned to us.

Limit

In respect of any claim or series of claims for which this Policy covers you for your legal liability we may at any time pay you.

- a. the limit stated in the Policy (after deducting of any sum(s) already paid as compensation) or
- b. any lesser amount for which such claim(s) can be settled.

Once the payment has been made we shall give up the conduct and control of and not be responsible for paying any further amount in connection with the claim(s) except for the payment of costs and expenses recoverable or incurred before the payment date.

5. Fraud

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

6. Other Insurance

If there is any other insurance covering the same loss, damage or liability we will only pay a rateable proportion of the claim.

7. Monthly premiums

If you have elected to pay monthly premiums these will be due on the commencement date of insurance shown in the Schedule and on the same date of each following month. If the initial premium is not paid this Policy will be considered void.

If one or more premiums have been paid non-payment of any subsequent premium on the date it falls due will give us the right to cancel the Policy with effect from that date.

8. Cancellation

- a. We or any agent appointed by us and acting with our specific authority may cancel this Policy by sending 30 days' notice to your last known address and you will be entitled to a return of premium corresponding to the unexpired period of insurance for which premium has been paid.
- b. You may cancel this policy at any time unless otherwise agreed by Endorsement. We will calculate the premium for the period we have been insuring you based on pro-rata rates plus any additional charges applying at the time of cancellation and refund any balances.

9. Change in circumstances

If the circumstances in which the insurance was entered into are materially altered without our written consent this Policy shall be voidable.

10. Arbitration

When there is a dispute over the amount to be paid for a claim under this Policy the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens a decision must be made before you can take any legal action against us.

11. Property at more than one Location

If this Policy covers property at more than one address then it will apply as if a separate Policy had been issued in respect of each location.

General Exclusions

This Policy does not cover

1. **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.

2. **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
This paragraph 2 applies only in respect of the Buildings Contents and Personal Possessions sections of this Policy.

3. any action taken in controlling preventing suppressing or in any way relating to 1 or 2 above

4. **Radioactivity**

a. loss of or damage to property or any loss or expense caused by it or any consequential loss
b. any legal liability
directly or indirectly caused by or contributed to by or arising from
i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5. **Sonic bangs**

loss of or damage to property caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

6. **Pollution or contamination**

any loss, damage or liability arising from pollution or contamination unless caused by
a. a sudden and unforeseen and identifiable accident
b. leakage of oil from a domestic oil installation at your home.

Complaints Procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly.

What will happen if you complain

- Your complaint will be acknowledged
- Once an assessment and full investigation of your concerns has been made, we will respond with a decision

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response.

If you remain unhappy with the decision you receive from Fortress Underwriting Agencies Ltd you may write to the Chief Executive of the insurance company. If you are dissatisfied with the final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to legal action.

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by your insurance adviser.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact your insurance adviser.

Step 2 Refer to Fortress Underwriting Agencies Ltd.

If your insurance adviser does not resolve your complaint to your satisfaction please write with full details including Policy number and/or claim number to:
Managing Director, Fortress Underwriting Agencies Ltd, 8 Cranmere Road, Okehampton Business Park, Okehampton, Devon, EX20 1UE.

Step 3 Refer your complaint to the Chief Executive of the insurance company.

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to the address of the insurance company shown on the Schedule. A review of the matter will then be carried out at a senior level and a final decision given.

Step 4 Refer your complaint to the Financial Ombudsman Service.

If after making a complaint to the insurance company you are still unhappy and you feel the matter has not been resolved to your satisfaction, please contact the FOS at:
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Claims

Guidance notes

Guidance Notes on how to make a claim

1. Check the Schedule to confirm that the appropriate Section of the Policy is operative.
2. Refer to the Policy Section which will confirm if the loss destruction or damage is covered
 - remember that certain causes are excluded and these are clearly indicated in the Policy.
3. Read carefully General Condition 4 – Claims and:
 - (a) if theft, attempted theft, malicious damage or vandalism has occurred, or
 - (b) credit or cash cards have been stolen or lostadvise the POLICE immediately and also the organisation that has issued the cards within 24 hours of discovery.
4. Complete and return the Claim Form (obtainable from your insurance adviser) so that we are advised as soon as possible and deal with your claim without delay.

Quote your Policy Number in all correspondence

5. Obtain two estimates as soon as possible for repairing the damage and retain any bills for the cost of emergency repairs as they may form part of your claim but bear in mind that the Policy is NOT a maintenance contract.
6. If someone is holding you responsible for damage to their property or for bodily injury to them you must, and this is MOST IMPORTANT:
 - (a) advise us/your insurance adviser immediately giving full details in writing.
 - (b) send to us any letters, documents, writ or summons or other legal documents which have been served on you or any member of your family, unanswered and without delay.
 - (c) NOT engage in correspondence with the other person but allow us to deal with the matter on your behalf

Should you have any queries, please contact your insurance adviser who will, if necessary, refer them to us on your behalf.

Legal Procedure

Choice of Law

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

