

Buildings & Contents Insurance

Including Home Emergency Cover
& Legal Expenses Cover

Customer Helpline **Tel: 0845 6011 050**
(DDI 01704 518855)

Claims Helpline **Tel: 0845 6011 060**
(DDI 01704 518856)



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Important Note

Cancelling your policy

0845 6011 050

Please note that if you cancel your policy and do not give us advance notice by contacting us, then you may be liable for paying an additional premium.

Full details of your cancellation rights and instructions for how to cancel your policy can be found in Sections **R** and **S**.

About your policy - Understanding and using your policy

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 4 to 7 'Policy Definitions'. From now on, whenever a word with a special meaning is used it will be printed in **bold type**.

Your policy is in two parts - the **policy** wording and the **certificate**. The **policy** wording explains what is and what is not covered, how **we** settle claims and other important information.

The **certificate** shows the cover selected and the **premium**. Please keep **your certificate** with the **policy** wording.

The **Administrator** will send **you** a new **certificate** whenever **you** or **we** make a change to the insurance and each year before the anniversary date so **you** can check that the cover still meets **your** needs.

Once **you** have received **your policy** you will have 30 days to make sure the cover is exactly what **you** need. If it isn't, **you** can send back **your** documents and ask the **Administrator** to make any necessary changes. Alternatively, **you** can request cancellation of the **policy** and **you** will receive a full refund of **premium**, as long as no claim has been made.

Remember to keep **your sums insured** up to date.

If **you** have selected **buildings** insurance, **you** should make sure **your sum insured** remains adequate to rebuild **your home** if **you** extend or make improvements to **your home**, such as installing double-glazing, adding a fitted kitchen or conservatory. If the **sum insured** exceeds £300,000 (**our standard cover**), **you** will need to opt for **Buildings Extra**. If the sum exceeds £500,000 (**our maximum extra cover**) the **buildings policy** would need to be cancelled.

If **you** have selected **contents** and **personal possessions** insurance, **your** cover is for replacement as new. Remember to make sure **your sums insured** remains adequate to replace **your contents** if **you** buy new items. Items such as jewellery, articles of precious metal, clocks, watches, paintings, works of art, antiques and stamp, medal and coin collections often change in value. **You** should make certain that these items are insured for the correct amount at all times. If the **sum insured** exceeds £40,000 (**our standard cover**), **you** will need to opt for **Contents Extra**. If the sum exceeds £60,000 (**our maximum extra cover**) the **contents policy** would need to be cancelled.

If **you** have any questions please contact the **Administrator**.

About your policy - Guidance when making a claim

Claim notification

Conditions that apply to the **policy** in the event of a claim are set out in this **policy** booklet. It is important that **you** comply with all **policy** conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as is reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this **policy** booklet.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your home** and mobile telephone numbers;
- Personal details necessary to confirm **your** identity;
- **Policy** number;
- The date of the incident;
- The cause of the loss or damage;
- Details of the loss or damage together with claim value if known;
- Police details where applicable;
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries); and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on **policy** liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs;
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Preferred suppliers

We take pride in the claims service **we** offer to **our** customers. **Our** philosophy is, where possible, to repair or replace lost or damaged property and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can, **we** offer repair or replacement through a preferred supplier but, on request, **we** agree to pay **you** a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

The insurance contract

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **certificate** make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this **policy** wording:

- For those sections which are shown on **your certificate**;
- For as long as **you** pay the **premium**.

Your part of the contract is:

- **You** must pay the **premium**;
- **You** must comply with all the conditions set out in this **policy**.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the **premium** or **you** may find that **you** do not have any cover.

From time to time for commercial reasons the **Administrator** may decide to change its chosen insurers. Any such change may take place at any time by the **Administrator** cancelling the **policy** (see **section R**) and transferring the insurance cover to a new insurer. The **Administrator** will contact **you** not less than 21 days before **your** current insurance expires with details of the new proposed insurers and terms on which cover may be provided by the new insurer.

Accordingly, in order to ensure continuity of **your** insurance **you** authorise the **Administrators** to cancel **your** existing insurance and transfer **your** data to any new proposed insurer to provide **you** with the replacement cover. When contacting **you** with details of the new insurer and its offer of insurance for **your** consideration the **Administrator** will explain how **you** may revoke this authority and provide details of how **you** may cancel this **policy**, if **you** do not wish to continue **your policy** with the new insurer.

Under the laws of the **United Kingdom** (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the **United Kingdom** in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the **United Kingdom** in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live

This **policy** has been issued by Royal & Sun Alliance Insurance plc in the **United Kingdom**.

The language **used** in this **policy** and any communication relating to it will be English.

Section A - Policy definitions

(For definitions of Home Emergency Cover and Legal Expenses Cover see Section A(1) and A(2))

The special words we use in this **policy** document are shown in **bold type** with their meanings alongside them.

Wherever these words appear in the **policy** document they will always have these meanings.

Accidental damage	means visible damage which has not been caused on purpose or inevitably.
Administrator	means Paymentsshield Limited.
Buildings	means your home , landlord's fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences, hedges, gates, fixed domestic water installation, service tanks, septic tanks, pipes, cables and central heating oil tank.
Buildings Extra	means an increased level of cover as detailed on your certificate .
Business equipment	means computers, keyboards, visual display units and printers, word processing equipment, desktop publishing units, multi user small business computers, fax machines, photocopiers, typewriters, computer aided design equipment, furniture, furnishings and telecommunication equipment.
Certificate	means the document we sent you that details the cover you have selected under this policy .
Contents	means household goods, personal effects including money up to £250, which belong to you (or for which you are legally responsible) or belonging to domestic staff who live in your home . Contents does not include the following: <ul style="list-style-type: none">• Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), boats, sailboats, jet skis and other similar items which are water-borne, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except detachable car stereos when left in the home);• Pets and livestock;• Securities and documents;• Mobile telephones;• Any items more specifically insured by any other insurance policy; or• Any item used for your trade or profession except business equipment.
Contents Extra	means an increased level of cover as detailed on your certificate .
Credit Cards	means charge, credit and debit cards all issued in the United Kingdom belonging to you or any member of your family .
Direct debit	means the written or verbal authority you give us which allows us to collect the premium from your Bank or Building Society account.
Domestic staff	means any staff employed under a contract of service by you or your family in connection with the ownership or occupation of your home , not being self employed or through an agency.
Electronic Data Download	means non recoverable electronic data, legally downloaded by you or your family from a legitimate website. Electronic Data Downloads does not include software.
Excess	means the first part of the claim which you have agreed to bear.
Family	means your partner and children (including foster children) and any other person permanently living with you , but excluding tenants.
Home	means your private dwelling in the United Kingdom as detailed on your certificate which must be constructed with brick, stone or concrete and roofed with slate, tile, metal, asphalt or concrete. This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding within 100 metres of the dwelling used by you .

Household	means your family and domestic staff .
Judgement debtor	means any person legally liable to pay damages and costs to you or any of your household by virtue of a judgement of any court in the United Kingdom .
Money	means cash, currency notes, bank notes, money orders, cheques, postal orders, National Insurance stamps, savings stamps or certificates, premium bonds, travellers cheques, travel tickets, luncheon vouchers, gift tokens, phonecards, prepaid electricity and gas meter cards and any other negotiable security which belong to you and are not used for business.
Negotiable Security	means a security that can be transferred or delivered to another person, such as stocks and shares.
Period of Insurance	means a period of one month from the start date shown on your certificate which will automatically continue for a further month on payment of each monthly premium .
Personal possessions	means clothing, baggage, articles of personal use normally worn, used or carried by you or your family including gold and silver articles, jewellery, spectacles, binoculars and telescopes, mobile telephones, keys, guns, private pedal cycles, furs, sports equipment, timekeeping and photographic equipment. Personal possessions does not include the following: <ul style="list-style-type: none"> • Motorised or mechanically propelled or assisted vehicles, including children's vehicles whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), boats, sailboats, jet skis and other similar items which are water-borne, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except detachable car stereos); • Pets and livestock; • Securities and documents; • Any item more specifically insured by any other insurance policy; or • Any item used for your trade or profession except business equipment.
Policy	means the statement of cover provided under document referenced RSA/PS/015.
Premium	means the monthly amount you must pay for your cover under the policy .
Proposal	means the application form you have completed (including the direct debit) and any other information you have given to us . This information can be provided in writing, by electronic means or by telephone.
Representative	means the lawyer, accountant or other suitably qualified person who has been appointed by us to act for you .
Sanitary fittings	means wash basins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools.
Schedule	means the document we send you which confirms the premiums due under your policy .
Securities	means any document or certificate which is proof of money owed to any of your family .
Start date	means the date on which the period of insurance commences as stated in your certificate .
Sum insured	means the most we can pay for any number of claims caused by one incident.
Type of cover	means either buildings cover, accidental damage to buildings cover, contents cover, accidental damage to contents cover, personal possessions cover, Home Emergency cover, Legal Expenses cover or a combination of these as shown on your certificate .
Underground services	means underground pipes, drains, cables (and their inspection covers) for which you are legally responsible.
United Kingdom	means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied	means when your home has not been lived in by you or any other person with your permission for more than 60 days in a row. Lived in means slept in frequently.
Valuables	means items composed of precious metal or precious stones, jewellery, watches, furs, curios and works of art, computer equipment, money or portable electrical equipment other than televisions or radios.
You	means the person named on the certificate and their family .
Your	means belonging to you or for which you are legally responsible.
We/Our/Us	means: <ul style="list-style-type: none"> • Royal & Sun Alliance Insurance plc No. 93792. Registered in England & Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL for all sections except I & J; • DAS Legal Expenses Insurance Company Limited for sections I, J & U.

Section A(1) - Home Emergency Cover

Buildings	means your home , landlord's fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences, hedges, gates, fixed domestic water installation, service tanks, septic tanks, pipes, cables and central heating oil tank.
Family	means your partner and children (including foster children) and any other person permanently living with you , but excluding tenants.
Home	means your private dwelling in the United Kingdom as detailed on your certificate which must be constructed with brick, stone or concrete and roofed with slate, tile, metal, asphalt or concrete. This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding within 100 metres of the dwelling used by you .
Home emergency	means a sudden event that was not expected by you and which needs immediate action to: <ul style="list-style-type: none"> • Make the home safe or secure; • Avoid damage or more damage to your home; • Make your home fit to live in; • Restore electricity, gas or water services to your home if they have totally failed.
Start date	means the date on which the period of insurance commences as stated in your certificate .
Unoccupied	means when your home has not been lived in by you or any other person with your permission for more than 60 days in a row. Lived in means slept in frequently.
You	means the person named on the certificate and their family .
Your	means belonging to you or for which you are legally responsible.
We/Our/Us	means DAS Legal Expenses Insurance Company Ltd for section I.

Section A(2) - Legal Expenses Cover

Costs and expenses	means: <ul style="list-style-type: none"> • Accountant's costs. All reasonable and necessary costs chargeable by the representative. • Attendance expenses. Your net salary or wages for the time that you are off work. We will pay for each half or whole day that the court, tribunal or your employer will not pay for. The amount we will pay is based on the following: <ul style="list-style-type: none"> - the time you are off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours; - if you work full time, the salary or wages for each day equals 1/250th of your yearly salary or wages;
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- if **you** work part time, the salary or wages will be a proportion of **your** weekly salary or wages. If **you** are self employed, **we** will pay net salary or wages that **you** draw from the business to cover **your** own personal cost-of-living expenses.

- **Legal costs.** All reasonable and necessary costs charged by the **representative** on a standard basis or in accordance with the Predictable Costs scheme, if this is appropriate;
- **Opponents' costs.** **We** will also pay the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Date of the Occurrence

means:

- For civil cases (except under insured incident (g), Tax Protection), the **date of the occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same cause, the **date of the occurrence** is the date of the first of these events;
- For criminal cases, the **date of the occurrence** is when **you** began, or are alleged to have begun, to break the criminal law in question;
- For (g) Tax Protection, the **date of the occurrence** is when HM Revenue & Customs first notifies in writing of its intention to make enquiries.

Family

means **your** partner and children (including foster children) and any other person permanently living with **you**, but excluding tenants.

Full enquiry

means an extensive examination by HM Revenue & Customs which considers all aspects of **your** self assessment tax return, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.

Home

means **your** private dwelling in the **United Kingdom** as detailed on **your certificate** which must be constructed with brick, stone or concrete and roofed with slate, tile, metal, asphalt or concrete. This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding within 100 metres of the dwelling used by **you**.

Policy

means the statement of cover provided under document referenced RSA/PS/015.

Representative

means the lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for **you**.

Territorial limit

means for insured incidents, (c) Contract Disputes and (d) Bodily Injury, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents, the **United Kingdom** of Great Britain.

You

means the person named on the **certificate** and their **family**.

Your

means belonging to **you** or for which **you** are legally responsible.

We/Our/Us

means DAS Legal Expenses Insurance Company Ltd for section J.

Section B - Buildings cover

This section explains the details of **your** cover if **you** have selected the **buildings** section as shown on **your certificate**.

1.	The following are insured:	Restrictions:	Exclusions:
a)	Your buildings including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and sanitary fittings .		
b)	Extra costs necessary in restoring the damage by an insured cause to your buildings : <ul style="list-style-type: none"> To pay architects, surveyors and legal fees. To clear debris, demolish buildings or make them safe. To comply with government or local authority requirements. 		Fees for preparing any claim. Any government or local authority requirements known by you but not disclosed to us at the time of making your proposal or amending this insurance.
c)	If your home is made uninhabitable by any insured cause we will pay for: <ul style="list-style-type: none"> Loss of any rents receivable or payable, including up to two years ground rent. Additional accommodation expenses incurred by your household until your home is restored to normal living condition including costs for any pets living with you. 	You can only claim up to 15% of the buildings sum insured .	
2.	You are insured against loss or damage caused by the following events:	Restrictions:	Exclusions:
a)	Fire, smoke, explosion, lightning or earthquake.	You must pay the excess shown on your certificate .	Loss or damage caused by pollution or contamination. Any damage which occurs gradually.
b)	Riots, civil commotion, labour and political disturbances or strikes.	You must pay the excess shown on your certificate .	
c)	Malicious damage or vandalism.	You must pay the excess shown on your certificate .	Loss or damage caused by anyone lawfully in or within the grounds of your home . Loss or damage occurring after your home has been left unoccupied .

d)	Storm or flood.	You must pay the excess shown on your certificate.	<p>Loss or damage caused by frost.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Damage caused by a rise in the water table.</p> <p>Loss or damage caused by penetrating damp or condensation.</p>
e)	Impact with your home by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast.	You must pay the excess shown on your certificate.	<p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by insects, vermin, birds or pets.</p>
f)	Subsidence or heave of the site on which your home stands or land belonging to it or landslip.	You must pay the excess of £1,000.	<p>Damage caused by coastal or river erosion.</p> <p>Damage to or resulting from the movement of solid floors unless the foundations beneath the external walls of your home are damaged at the same time and by the same cause.</p> <p>Faulty workmanship, poor design or the use of defective materials or damage caused by any of them.</p> <p>Damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition or structural changes to your home.</p> <p>Damage to terraces, patios, tennis courts, outdoor swimming pools, drives, footpaths, walls, hedges, gates, fences, drains, septic tanks, pipes, cables and oil tanks unless your home is damaged at the same time and by the same cause.</p> <p>Damage by the action of any chemicals on or the reaction of chemicals with any materials which form part of the buildings.</p>

g)	<p>Escape of water from, or the freezing of water in washing machines, dishwashers or any fixed domestic water or heating installation.</p> <p>Escape of oil from any fixed domestic oil heating installation.</p>	<p>You must pay the excess of £200 or the excess shown on your certificate (whichever is the greater).</p>	<p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Damage to the fixed domestic water installation or pipework unless freezing has occurred.</p> <p>Any subsequent damage caused to the buildings in locating the escape of water.</p> <p>Events where cover is provided under Section B2 (f).</p> <p>Any subsequent subsidence of the buildings following an escape of water.</p>
h)	Theft or attempted theft.	<p>You must pay the excess shown on your certificate.</p>	<p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p>
i)	<p>Damage to your home caused by the attending Emergency Services following damage to your home from any event insured by Section 2a) – 2h).</p>	<p>You can only claim up to 10% of the buildings sum insured.</p>	
j)	<p>Damage to your gardens caused by the attending Emergency Services following damage to your home from any event insured by Section 2a) – 2h).</p>	<p>You must pay the excess shown on your certificate.</p>	
3.	<p>This section also provides the following cover:</p>	<p>Restrictions:</p>	<p>Exclusions:</p>
a)	<p>Accidental breakage of glass, ceramic hobs or sanitary fittings fixed to and forming part of your home.</p>	<p>You must pay the excess shown on your certificate.</p>	<p>Breakage while your home is left unoccupied.</p> <p>The replacement cost of any part of the item other than the broken glass.</p>
b)	<p>Loss or damage to your trees, shrubs, plants, hedges and lawns on the land belonging to your home caused by:</p> <ul style="list-style-type: none"> • fire, smoke, explosion, lightning or earthquake. • riots, civil commotion, labour and political disturbances or strikes • malicious damage or vandalism • theft or attempted theft • impact by any aircraft or anything dropped from them or by any vehicle. 	<p>The most we will pay is £2,000.</p> <p>You must pay the excess shown on your certificate.</p>	<p>Damage by smoke from air pollution.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p>

c)	If you have entered into a contract to sell your home and the purchaser has not insured the property before completion of the sale, the purchaser will have the benefit of this insurance up to the date of completion.	The normal restrictions shown in this document apply to the contracting purchaser.	
d)	We will pay for the replacement of the lock mechanism or at our option we will change the locks in the event of accidental loss or theft of the keys to the external doors of your home or to safes or alarms in the home or in the event of accidental damage to the locks of the external doors to your home .	The most we shall pay is £750 You must pay the excess shown on your certificate .	Loss or damage occurring after your home has been left unoccupied . Loss or damage by any process of repair or restoration. The cost of repairing mechanical breakdown or loss due to wear and tear.
4.	How much the buildings are insured for:	Restrictions:	Exclusions:
a)	The sum insured for buildings is £300,000 and is the most you can claim for any one loss. Where you have opted for buildings extra , the sum insured is increased to £500,000.		

Section C - Accidental Damage to Buildings

This section explains the details of **your** cover if **you** have selected the **accidental damage to buildings** section as shown on **your certificate**.

1.	The following are insured:	Restrictions:	Exclusions:
a)	Accidental damage to buildings including fixtures, fittings, any part of the structure, ceilings and decorations.	You must pay the excess shown on your certificate .	External television receiving equipment. Loss or damage if caused by a paying guest or tenant. Loss or damage occurring after your home has been left unoccupied . Loss or damage caused by wear and tear, depreciation, anything that happens gradually, mechanical or electrical breakdown.

			<p>Loss or damage caused by pets, insects, vermin, fungus, weather conditions or the effect of light.</p> <p>Loss or damage caused by cleaning, repair or restoration.</p> <p>Loss or damage caused by faulty workmanship or design, or the use of defective materials.</p> <p>Loss or damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition or structural changes to your home.</p> <p>The cost of routine maintenance or repair.</p> <p>Loss or damage caused by wet rot or dry rot.</p> <p>Mechanical or electrical breakdown of any fixed domestic water installation.</p> <p>Damage caused by failure of the household to follow any manufacturers instructions.</p>
<p>b)</p>	<p>Accidental breakage to underground drains and pipes, and Accidental Damage to cables and underground tanks providing services to or from your home and for which you are legally responsible.</p> <p>If following a blockage, normal methods of releasing a blockage between the main sewer and your home are unsuccessful, we will pay the cost of breaking into and repairing the pipe.</p>	<p>You must pay the excess shown on your certificate.</p>	<p>Damage by gradual deterioration which has caused an installation to reach the end of its servicable life.</p> <p>Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your buildings or of the land belonging to your buildings.</p> <p>Damage caused by or from poor or faulty design, workmanship or materials.</p> <p>Damage caused by sulphate reacting with any materials from which your home is built.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Damage by a coast or riverbank being worn away.</p>

Section D - Liability insurance included in your Buildings cover

This section explains the details of your liability cover if you have selected the buildings section as shown on your certificate.

1.	The following property owners liabilities are insured:	Restrictions:	Exclusions:
a)	<p>You (or your personal representative in the event of your death) are insured against any legal liability for damages caused by you as owner of your home and its land arising from any single event occurring during the period of insurance which results in:</p> <ul style="list-style-type: none"> • Accidental bodily injury (including death, disease and illness) to anyone not in your household. • Accidental damage or loss to material property that is neither yours nor your household's. • Accidental Damage or loss to material property that is neither yours nor your household's arising under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for the home which is now insured under this policy and which you later sell and do not then own or occupy or insure, or by any other private home previously owned by you but not now owned by you. 	<p>We only pay for costs incurred with our written consent. The most we shall pay for a claim is £2,000,000.</p>	<p>Liability resulting from your trade, profession or business.</p> <p>An agreement made by you unless you would have been liable even if you had not made the agreement.</p> <p>Your owning or using lifts or vehicles.</p> <p>Any liability arising under the Defective Premises Act or the Defective Premises Act (Northern Ireland Order) more than seven years after the date of expiry or cancellation of this policy.</p> <p>Liability arising from any home disposed of by you after the date of expiry or cancellation of this policy.</p> <p>Any responsibility arising from any of your household owning any buildings or land other than your home and the land belonging to it.</p> <p>Any responsibility as an employer to anyone employed by any of your household in any trade, profession or business.</p> <p>Injury, death, disease or illness caused by any dog owned by any of your household or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</p> <p>Any agreement or contract which adds any responsibility which would not have existed otherwise.</p> <p>Damage, injury, death, illness or disease which occurs outside the period of insurance.</p> <p>Any defence costs and expenses incurred without our written consent.</p> <p>Any responsibility covered by any other policy.</p>

Buildings

How we settle claims

If **you** wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' on page 40. **You** should also read the Claims conditions and Policy exclusions on pages 37 to 39.

How we settle claims for buildings

1. **We** will pay for the reasonable cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

At our option **we** will arrange for specialist investigations to be carried out.

We may take over and conduct in **your** name with complete and exclusive control, the defence or settlement of any claim.

If the repair or replacement is not carried out, **we** will pay the decrease in market value of **your buildings** due to the damage but not more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

At our option **we** will make a cash settlement but **we** will not pay more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

All **building** repairs carried out by our approved contractors and insured under the **buildings** section of this **policy** are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

2. **You** must ensure that any **excess** applicable is paid before our preferred suppliers release goods or commence repairs.
3. If **your buildings** have not been kept in a good state of repair or if the **sum insured** at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the **sum insured** or any limits shown in **your policy**.

We will not pay for:

- Loss of value resulting from repairs to or replacement of damage to **your buildings**;
- Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, when the damage is restricted to a specific part or clearly defined area.

5. **Inflation Protection**

The **buildings sum insured** shown on **your certificate** will be adjusted in line with a recognised index. Please note that if **we** selected **your sum insured** for **you**, the **sum insured** shown on **your certificate** will not be adjusted. This includes where **you** have selected **Buildings Extra** cover. For **your** protection, **we** will not reduce **your sum insured** or limits if the index moves down.

Section E - Contents cover

This section explains the details of **your** cover if **you** have selected the **contents** section as shown on **your certificate**.

1.	The following are insured:	Restrictions:	Exclusions:
a)	Your contents.	If specified on your certificate , the most we will pay for any individual item is £15,000. The most you can claim for any individual item is £5,000	Loss or damage if items are left in a motor vehicle or caravan. Loss or damage caused by insects, vermin, birds or pets.

		<p>unless the item is specified on your certificate.</p> <p>The most we will pay for Valuables is £15,000.</p> <p>You can only claim up to £2,000 per item for jewellery, gold and silver articles, furs, clocks, watches, pictures, other works of art, sculptures and collections of stamps, medals or coins unless they are specified on your certificate.</p> <p>We will require a receipt or original valuation for these items in the event of a claim.</p>	
b)	Medals, coins and stamps not forming part of a collection.	You can only claim up to £250 in total.	Any items left in an unattended motor vehicle or caravan.
c)	Business equipment.	This cover is only included if you or your family work from home.	
d)	Agreed accommodation expenses including storage of property if your home is made uninhabitable by a cause shown in point 2, until your home is restored to normal living condition including agreed accommodation costs for any pets living with you .	The most we will pay is £10,000 and only for the period necessary for reinstatement.	
e)	Accidental damage to landlord's fixtures and fittings.	<p>You must be a tenant.</p> <p>You can only claim up to 10% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	
2.	You are insured against loss or damage caused by the following events:	Restrictions:	Exclusions:
a)	Fire, smoke, explosion, lightning or earthquake.	You must pay the excess shown on your certificate .	Loss or damage caused by pollution or contamination. Any loss or damage which occurs gradually.

b)	Riots, civil commotion, labour and political disturbances or strikes.	You must pay the excess shown on your certificate .	
c)	Malicious damage or vandalism.	<p>You must pay the excess shown on your certificate.</p> <p>When your home is left without any occupants, or when your family retire at night, we will not provide any cover for malicious acts or vandalism at your home, unless the following security condition is met:</p> <ul style="list-style-type: none"> • Use all the locks and bolts on all the outside doors. • Use all the locks and security fastenings on all the windows. <p>When your family retire at night the locks and security fastenings on windows in occupied rooms do not need to be used.</p>	<p>Loss or damage caused by anyone lawfully in or within the grounds of your home.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p>
d)	Storm or flood.	You must pay the excess shown on your certificate .	<p>Loss or damage caused by frost.</p> <p>Damage caused by a rise in the water table.</p> <p>Loss or damage caused by penetrating damp or condensation.</p>
e)	Impact with your home by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast.	You must pay the excess shown on your certificate .	<p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage caused by insects vermin birds or pets.</p>
f)	Subsidence or heave of the site on which your home stands or land belonging to it or landslide.	You must pay the excess shown on your certificate .	<p>Damage caused by coastal or river erosion.</p> <p>Damage to or resulting from the movement of solid floor.</p> <p>Faulty workmanship.</p> <p>Damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition, repair or structural changes to your home.</p>

g)	<p>Escape of water from washing machines, dishwashers or any fixed domestic water or heating installation.</p> <p>Escape of oil from any fixed domestic oil heating installation.</p>	<p>You must pay the excess of £200 or the excess shown on your certificate (whichever is the greater).</p>	<p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Damage caused to the installation or appliance that brought about the escape of water.</p>
h)	<p>Theft or attempted theft.</p>	<p>You must pay the excess shown on your certificate.</p> <p>The most we shall pay for any one claim for items which are in the garage or any of the outbuildings belonging to your home is £2,500.</p> <p>The most we shall pay for the unauthorised use of credit cards is £500 (you and your family must keep to the terms and conditions of your card issuer)</p> <p>The most we shall pay for money is £250.</p> <p>When your home is left without any occupants, or when your family retire at night, we will not provide any cover for theft or attempted theft at your home, unless the following security condition is met:</p> <ul style="list-style-type: none"> • Use all the locks and bolts on all the outside doors. • Use all the locks and security fastenings on all the windows. <p>When your family retire at night the locks and security fastenings on windows in occupied rooms do not need to be used.</p>	<p>Theft if you have lent or let any part of your home unless force and violence is used to enter or leave it.</p> <p>Theft occurring after your home has been left unoccupied.</p> <p>Loss of money or the unauthorised use of credit cards unless force and violence has been used to enter your home.</p> <p>Any money or credit cards held in your home for business, trade or professional purposes</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p>

3.	This Section also covers:	Restrictions:	Exclusions:
a)	The cost of replacing food in a freezer in your home , that has been spoiled by an accidental change in temperature of your freezer.	<p>You must pay the excess shown on your certificate.</p> <p>We will only replace food that has been spoiled by an accidental change in the temperature of your freezer.</p>	<p>Loss or damage caused by a deliberate act of any public electricity supply authority.</p> <p>Loss or damage caused by your own or your household's wilful act of negligence or the continued use of damaged or faulty apparatus.</p> <p>Loss or damage recoverable under any other insurance.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p>
b)	Loss of or damage to visitors personal possessions while in your home caused by events 2(a) to 2(h)	<p>The most we shall pay for any one claim is £500.</p> <p>You must pay the excess shown on your certificate.</p>	
c)	The cost of replacing the title deeds of your home following loss or damage caused by events 2(a) to 2(h) while they are in your home or in the offices of your mortgage lender, bank or solicitor.	<p>The most we shall pay is £2,500.</p> <p>You must pay the excess shown on your certificate.</p>	
d)	Fatal accidents as a direct result of a criminal assault or fire in your home resulting in the death of you or your family within 30 days of the fire or assault.	<p>We will pay £5,000 per individual.</p>	<p>Any injury which is inflicted by you or is the result of the wilful act of your family.</p> <p>Any death which is the result of suicide.</p>
e)	Loss or damage to contents in the open within the grounds of your home caused by events 2(a) to 2 (h).	<p>You must pay the excess shown on your certificate.</p> <p>The most we shall pay is £500</p>	<p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Loss of money or credit cards.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage if items are left in a motor vehicle or caravan.</p> <p>Pedal Cycles.</p>
f)	Loss or accidental damage to your contents while they are	<p>You must pay the excess shown on Your certificate.</p>	<p>Damage to china, glass or other brittle items unless they</p>

	being moved by professional removers from your home directly to your new permanent home in the United Kingdom.		have been packed by professional packers. Loss or damage by mechanical, electrical or electronic fault or breakdown. Loss or damage while your contents are in storage or being moved from storage. Loss of money or credit cards .
g)	Accidental breakage of mirrors, ceramic hobs in free standing cookers, or glass which forms part of your furniture.	You must pay the excess shown on your certificate .	Breakage while your home has been left unoccupied . The replacement cost of any part of the item other than the broken glass.
h)	We will pay for the replacement of the lock mechanism or at our option we will change the locks in the event of accidental loss or theft of the keys to the external doors of your home or to safes or alarms in the home or in the event of accidental damage to the locks of the external doors to your home .	You must pay the excess shown on your certificate .	Loss or damage occurring after your home has been left unoccupied . Loss or damage by any process of repair or restoration. The cost of repairing mechanical breakdown or loss due to wear and tear.
i)	Accidental loss at your home of metered water or oil from the domestic water or heating system.	You must pay the excess shown on your certificate . The most we shall pay for loss of metered water is £2,000 The most we shall pay for loss of oil is £1,500	Loss or damage occurring after your home has been left unoccupied .
j)	Loss or damage to your shrubs and plants on the land belonging to your home caused by: <ul style="list-style-type: none"> • fire, smoke, explosion, lightning or earthquake. • riots, civil commotion, labour and political disturbances or strikes • malicious damage or vandalism • theft or attempted theft • impact by any aircraft or anything dropped from them or by any vehicle. 	The most we will pay is £1,500. You must pay the excess shown on your certificate	Damage by smoke from air pollution. Loss or damage occurring after your home has been left unoccupied . Loss or damage caused by anyone who is lawfully in or within the grounds of your home .
k)	Electronic Data Download The cost of replacing electronic data downloads following loss or damage to your contents by covers 2(a) to 2(h) or Section F 1(a) if shown on your certificate .	You must pay the excess as shown on your certificate The most we will pay is £1,500.	The cost of remaking or recreating a disc, tape or film. Any data not commercially available at the time of the loss. Damage by any event listed in the Contents Section and which is specifically excluded under that event.
4.	Gift & Religious festival increase:	Restrictions:	Exclusions:
a)	Wedding gifts.	For one month before and one month after the wedding day of any of your family the sum insured for Contents is increased by £3,500.	
b)	Religious Festival.	We will increase the Contents sum insured by £1,500 during the month of the following religious festivals to cover gifts and extra food and drink you buy: <ul style="list-style-type: none"> • Buddhist - Wesak; • Christian - Christmas (Orthodox and Western); • Hindu - Diwali; 	

		<ul style="list-style-type: none"> • Islamic - Eid ul- Adha and Eid ul Fitr ('Id al-Fitr); • Jewish - Passover, Rosh Hashanah and Hanukkah; • Sikh - Vaisakhi (Baisakhi); • And/or any other acknowledged festival. 	
c)	Birthday gifts	We will increase the Contents sum insured by £250 during the month of your birthday or the birthday of any member of your family .	
5.	Where the Contents are insured:	Restrictions:	Exclusions:
a)	In your home .		
b)	In the open within the grounds of your home .	You can only claim up to £500 in total.	<p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Loss of Money or Credit Cards.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage if items are left in a motor vehicle or caravan.</p> <p>Pedal Cycles</p>
c)	Anywhere in the United Kingdom when temporarily moved from your home including into any bank, safe deposit, occupied private dwelling or into any building where you are residing or carrying on business.	Loss or damage by theft or attempted theft is limited to any occupied private home where you are working, any occupied private home where you are temporarily living, or any bank or safe deposit.	<p>Contents insured under another policy.</p> <p>Contents removed for sale or exhibition, or to furniture depositories.</p> <p>Contents removed because of the sale or letting of your home.</p> <p>Contents removed for more than 90 days.</p> <p>Contents during removal.</p> <p>Loss or damage from theft or attempted theft unless there is forcible and violent entry into or exit from the building.</p> <p>Money or Credit Cards.</p> <p>Loss or damage if items are left in a motor vehicle or caravan.</p> <p>Pedal Cycles.</p>
6.	How much the Contents are insured for:	Restrictions:	Exclusions:
a)	<p>The sum insured for contents is £40,000 and is the most you can claim for any one loss.</p> <p>Where you have opted for contents extra, the sum insured is increased to £60,000.</p>	<p>Money is restricted to £250 and unauthorised use of Credit Cards is restricted to £500</p> <p>Please refer to any specific restrictions for any type of item or type of claim.</p>	

Section F - Accidental damage to contents cover

This section explains the details of your cover if you have selected the accidental damage to contents section as shown on your certificate.

1.	The following are insured:	Restrictions:	Exclusions:
a)	<p>Accidental damage to your contents in your home and in the open within the grounds of your home</p>	<p>If specified on your certificate, the most we will pay for any individual item is £15,000.</p> <p>The most you can claim for any individual item is £5,000 unless the item is specified on your certificate.</p> <p>The most we will pay for Valuables is £15,000.</p> <p>You can only claim up to £2,000 per item for jewellery, gold and silver articles, furs, clocks, watches, pictures, other works of art, sculptures and collections of stamps, medals or coins unless they are specified in your certificate.</p> <p>We will require a receipt or original valuation for these items in the event of a claim.</p> <p>You can only claim up to £250 for spectacles.</p> <p>You must pay the excess shown on your certificate.</p> <p>You can only claim up to £500 for contents in the open within the grounds of your home.</p>	<p>Damage to sports equipment whilst in use.</p> <p>Damage to clothing, contact lenses and hearing aids.</p> <p>Deterioration of food.</p> <p>Money or Credit Cards.</p> <p>Damage by depreciation, wear and tear, insects, vermin, fungus, rot, corrosion, process of cleaning, dyeing, repair or restoration.</p> <p>Loss or damage after your home has been left unoccupied.</p> <p>Loss or damage caused by a paying guest or tenant.</p> <p>Loss or damage whilst your home is being lent or let to any person other than your family.</p> <p>Damage to pedal cycles.</p> <p>Damage to mobile phones.</p> <p>Motor vehicles and their accessories.</p> <p>Loss or damage caused by wet rot or dry rot.</p> <p>Loss or damage caused by pets.</p> <p>Mechanical or electrical breakdown.</p> <p>Any damage which occurs gradually.</p> <p>Damage caused by failure of the household to follow any manufacturers instructions.</p> <p>Damage to Business Equipment whilst in use.</p>

Section G - Liability insurance included in your contents cover

This section explains the details of **your** liability cover if **you** have selected the **contents** section as shown on **your** certificate.

1.	The following occupiers liabilities are insured:	Restrictions:	Exclusions:
a)	<p>You or your household (or your personal representatives in the event of your death) which results from an accident occurring within your home or its land and during the period of insurance and causing:</p> <ul style="list-style-type: none"> • Accidental bodily injury (including death, disease and illness) to anyone not in your household. • Accidental damage or loss to material property that is neither yours nor your households. 	<p>We only pay for costs incurred with our written consent.</p> <p>The most we shall pay for a claim is £2,000,000 resulting from one accident or a series of accidents from any one cause except where the claim is for accidental bodily injury (including death, disease or illness) to any of your domestic staff and arises out of and in the course of their employment in which event it is £10,000,000.</p> <p>The action against you must be brought in a court in the United Kingdom.</p> <p>Provided you and your family are otherwise living permanently in the United Kingdom, the insurance under this section extends, in respect of them, to any injury, loss or damage occurring during a journey or temporary visit to any country in the world in which you or your family do not own premises.</p>	<p>Liability resulting from your or your household's trade, profession or business.</p> <p>An agreement made by you or your household unless you or your household would have been liable even if you or your household had not made the agreement.</p> <p>Liability resulting from the ownership of your home.</p> <p>Liability resulting from your occupation or ownership of any other land or building.</p> <p>Liability resulting from the use or ownership of:</p> <ul style="list-style-type: none"> • Mechanically powered vehicles, or trailers attached to such vehicles, except garden machinery. • Powered hovercraft, watercraft and aircraft (unless they are models). • Animals of a dangerous species. • Any horse for hunting, racing or polo. • Firearms, except airguns or sporting guns. • Lifts which you or anyone in your household own, control or are responsible for. <p>Any responsibility as an employer to anyone employed by any of your household in any trade, profession or business (excluding domestic staff).</p>

			<p>Injury, death, disease or illness caused by any dog owned by any of your household or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</p> <p>Damage, injury, death, illness or disease which occurs outside the period of insurance.</p> <p>Any defence costs and expenses incurred without our written consent.</p> <p>Any responsibility covered by any other policy.</p> <p>Any claim arising from any business liabilities.</p>
b)	<p>Legal liability for loss or damage to your home or the landlord's fixtures and fittings caused by events in section E points 2(a), 2(d), 2(e), 2(g) and 2(h).</p>	<p>Only applies if you are a tenant of your home.</p> <p>The most we will pay for a claim is 20% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	<p>Loss or damage caused by frost, landslip, subsidence or heave, malicious damage, riots, civil commotion, labour and political disturbances or strikes.</p>
c)	<p>Legal liability for the cost of repairing accidental damage to underground services.</p>	<p>Only applies if you are a tenant of your home.</p> <p>The most we will pay for a claim is 20% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	
d)	<p>Legal liability to pay rent while your home is being restored after being made uninhabitable by any of the risks in section E points 2(a) to 2(h).</p>	<p>Only applies if you are a tenant of your home.</p> <p>The most we will pay for a claim is 20% of the contents sum insured.</p> <p>If you claim under point 1(c) of this section at the same time, the most we will pay for the total claim is 20% of the contents sum insured.</p> <p>You must pay the excess shown on your certificate.</p>	

e)	<p>You and your household (or your personal representatives if you die) are insured against a judgement debtor failing to meet his full legal obligations resulting from bodily injury, or loss of, or damage to material property in such circumstances that if the judgement debtor had been insured under this section, he would have been entitled to claim from us the amount of his legal liability to you or anyone of your household.</p>	<p>We will pay outstanding damages and costs due to you or your household.</p> <p>Up to £1,000,000 for claims resulting from one accident or series of accidents from any one cause.</p> <p>You must pay the excess shown on your certificate.</p> <p>You must have been awarded damages and taxed costs by judgement of any court in the United Kingdom.</p> <p>The damages and costs must have remained unpaid by the judgement debtor during the three months following the date of the court's award.</p>	<p>Any judgement subject to a pending appeal.</p> <p>Liability if the judgement debtor is you or anyone in your household.</p>
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Contents

How we settle claims

If **you** wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' on page 40. **You** should also read the Claims conditions and Policy exclusions on pages 37 to 39.

How we settle claims for contents

1. If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new item of similar quality.

If **we** agree, at **your** request, not to repair or replace an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
2. **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or a suite, or which have a common design or use, which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
3. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
4. **You** must ensure that any **excess** applicable is paid before **our** preferred suppliers release goods or commence repairs.
5. If loss or damage happens and the **sum insured** is less than the cost of replacing all **your contents** as new, **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
6. The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your contents** as new but not more than the **sum insured** or any limits shown in **your policy**.

Section H - Personal possessions

This section explains the details of **your** cover if **you** have elected to insure **personal possessions** as shown on **your certificate**.

Each item in points 1 (a) to (g) is insured up to a maximum in total of the **personal possessions sum insured** shown on **your certificate** unless a specific restriction applies.

1.	The following are insured:	Restrictions:	Exclusions:
a)	Articles of personal use normally worn or carried including gold and silver articles and jewellery.	<p>You can only claim up to £1,500 per item for jewellery, gold and silver articles unless they are specified in your certificate.</p> <p>We will deduct an amount for wear and tear and depreciation for clothing.</p> <p>We will pay for the cost of replacement of mobile telephones up to a maximum of £250 in any one claim.</p> <p>You must pay the excess shown on your certificate.</p>	<p>Dentures.</p> <p>Musical Instruments.</p>
b)	Furs, other clothing and baggage.	<p>We will deduct an amount for wear and tear and depreciation for clothing.</p> <p>You must pay the excess shown on your certificate.</p>	
c)	Timekeeping and photographic equipment, spectacles, binoculars and telescopes.	<p>You can only claim up to £250 for spectacles.</p> <p>You can only claim up to £1,500 per item for watches unless they are specified in your certificate.</p> <p>We will require a receipt or valuation for these items in the event of a claim.</p> <p>You must pay the excess shown on your certificate.</p>	Contact or Corneal lenses.
d)	Sports Equipment.	<p>You must pay the excess shown on your certificate.</p>	<p>Damage in the course of play.</p> <p>Camping Equipment.</p> <p>Vehicles, watercraft and aircraft.</p> <p>Skiing or underwater equipment whilst in use.</p>

e)	Guns.	You must pay the excess shown on your certificate .	
f)	Keys or electronic locking devices to external door locks of your home . Keys to safes and alarm systems fitted to or located within your home .	We will replace the locks of your home if your house keys are lost or stolen up to £250. We will pay the cost of obtaining replacement keys if your keys are lost or stolen up to £250. You must pay the excess shown on your certificate .	Keys or electronic locking devices to any motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), boats, sailboats, jet skis and other similar items which are waterborne, aircraft, gliders and hang gliders, caravans, trailers or any parts.
g)	Private Pedal Cycles.	Up to £500 per pedal cycle. You must pay the excess shown on your certificate .	Loss or damage to accessories unless caused by accident to the pedal cycle or unless the pedal cycle is lost or damaged at the same time. Loss or damage while the pedal cycle is being used for racing, trial or trade purposes. Loss or damage by theft whilst the pedal cycle is left unattended in any public place without being secured by a locked chain and/or padlock or equivalent device to fixed property. Loss or damage by theft or attempted theft whilst the pedal cycle is left unattended overnight in any public place.
2.	What the items are insured against:	Restrictions:	Exclusions:
a)	Accidental damage or loss inside your home or outside your home occurring anywhere in the United Kingdom , Europe, Mediterranean Islands, Madeira, the Canary Islands and any country which has a coastline on the Mediterranean Sea. The personal possessions are also covered during travel by you or your family elsewhere in the world (up to a maximum of 60 days during any one year of insurance).	The most we will pay for items left in a motor vehicle is £1,000. When your home is left without any occupants, or when your family retire at night, we will not provide any cover for theft or attempted theft, malicious acts or vandalism at your home , unless the following security condition is met: <ul style="list-style-type: none"> Use all the locks and bolts on all the outside doors. 	You are not insured for loss or damage to any property that is not in the care of you or your household . If items are left in a motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and violence and force has been used to enter the vehicle. Caused by normal settlement, wear and tear (except for loss or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container).

		<ul style="list-style-type: none"> Use all the locks and security fastenings on all the windows. <p>When your family retire at night the locks and security fastenings on windows in occupied rooms do not need to be used.</p>	<p>Caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or restoration.</p> <p>Caused by electronic, electrical or mechanical breakdown, failure or derangement.</p> <p>Caused by faulty manipulation, design, plan, specification or materials.</p> <p>Caused by gradual deterioration or market depreciation.</p> <p>Caused by overwinding and internal damage to watches and clocks.</p> <p>If items are confiscated by any government, public or private authority.</p> <p>Loss or damage while your home is left unoccupied.</p> <p>Loss or damage caused by frost, landslip, subsidence or heave, malicious damage, riot, civil commotion, labour and political disturbance or strike.</p> <p>Loss or damage caused by pets.</p>
3.	Money and Credit Cards	Restrictions:	Exclusions:
a)	<p>You and your family are insured against loss of personal money or the unauthorised use of credit cards occurring anywhere in the United Kingdom, Europe, Mediterranean Islands, Madeira, Canary Islands and any coastline on the Mediterranean Sea.</p> <p>Money or the unauthorised use of credit cards is also covered during travel by you or your family elsewhere in the world (up to a maximum of 60 days during any one year of insurance).</p>	<p>The most we will pay is £250 for money.</p> <p>The most we will pay for the unauthorised use of credit cards is £500.</p> <p>You or your family must report the loss to the police and for credit cards your card issuer within 24 hours of discovery and you and your family must keep to the terms and conditions of your card issuer.</p> <p>You must pay the excess shown on your certificate.</p>	<p>Confiscation, loss of value or loss due to incorrect receipts, payment or accountancy.</p> <p>Loss by deception unless the only deception was someone tricking their way into your home.</p> <p>Money or credit cards held for trade, professional or business purposes.</p> <p>Any loss of money or credit cards from the home whilst it has been left unoccupied.</p> <p>Loss or damage recoverable under any other insurance.</p>

4.	What the items are insured against:	Restrictions:	Exclusions:
a)	The total personal possessions sum insured is shown on your certificate . This is the most we will pay for any one claim.	Please refer to any specific restrictions in sections 1 (a) to (g). If items are lost, stolen or destroyed we will pay for the replacement as new if available or otherwise the nearest equivalent. If the items cannot be replaced we will base our payment on expert opinion of its current value up to the limit of the personal possessions sum insured or any other restriction.	

Personal possessions

How we settle claims

If **you** wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' on page 40. **You** should also read the Claims Conditions and Policy Exclusions on pages 37 to 39.

1. If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers or at **our** option, **we** will pay the replacement cost of a new item of similar quality.
If **we** agree, at **your** request, not to replace or repair an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
2. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
3. **You** must ensure that any **excess** applicable is paid before **our** preferred suppliers release goods or commence repairs.
4. The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your personal possessions** as new but not more than the **sum insured** or any limits shown in **your policy**.

How we settle claims for money and credit cards

1. Where an **excess** applies, this will be taken off the amount of **your** claim.
2. The most **we** will pay for any one claim for **money** and **credit cards** is the **sum insured** shown in **your policy**.

Section I - Home Emergency cover

This section explains the details of **your cover** if **you** have selected **Home Emergency** cover as shown on **your certificate**. In this section of the **Policy**, **We/Us/Our** means DAS Legal Expenses Insurance Company Limited.

1.	The following are insured:	Restrictions:	Exclusions:
a)	This cover provides assistance if you have a home emergency and you telephone the Home Emergency helpline on 0845 6011 060		The under noted exclusions apply to sections (a), (b) and (c). Any loss or damage arising

We will arrange to deal with the emergency by choosing a qualified person to come to **your home** and make any repairs that are necessary as a result of that **home emergency**.

from circumstances known to **you** prior to the **start date** of this insurance.

Systems or structures (for example, central heating) which have not been installed or fitted by qualified workmen.

Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.

Any claim if **your home** is **unoccupied** for more than 60 (sixty) consecutive days.

Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware.

Any burst or leaking flexible hoses which can be isolated or leaking washing appliances.

External water supply pipes.

De-scaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

Replacement of light bulbs and fuses in plugs.

Loss of keys for outbuildings garages and sheds.

Vermin outside the main dwelling e.g. in garages and other outbuildings.

Damage to boundary walls, hedges, fences or gates.

Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any

			<p>equipment or services which are the responsibility or property of the Utility Company.</p> <p>Any deliberate act of any public or local authority service.</p> <p>Any deliberate act or omission by you in an attempt to make a false or fraudulent claim under this section.</p> <p>Any claim which is covered by a maintenance agreement, guarantee or extended warranty contract.</p> <p>Any claim because your central heating boiler fails and it is over 15 years old.</p> <p>LPG fuelled, oil fired, warm air or solar heating systems.</p> <p>Septic tanks, guttering and down pipes.</p> <p>Electricity supply to, or failure of burglar/fire alarms systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.</p> <p>The cost of replacement parts due to natural wear and tear.</p> <p>Reinstatement or the cost of reinstatement following a repair.</p> <p>Breakdown or loss of, or damage to, domestic appliances like freezers, washing machines, microwaves or other mechanical equipment such as saniflow toilets.</p> <p>Any loss where you did not contact us to arrange repairs.</p> <p>Any loss or damage arising from subsidence caused by bedding down of new structures, repairs or alterations to the property, faulty workmanship, or use of defective materials, river or coastal erosion.</p> <p>We will not pay losses that are not directly covered by this section. For example, we will not pay to replace a carpet damaged by a leak or for time taken off work because of an insured incident.</p>
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b)	Cost of the qualified person chosen by us to deal with the emergency in respect of the call out charge, labour and any materials to carry out the emergency repair, or if at a similar expense a permanent repair.	£500 including VAT.	
c)	In the event of the property becoming uninhabitable and remaining so overnight, we shall at your request arrange for your overnight accommodation and/or transport to such accommodation.	£100 including VAT.	

Section J - Legal Expenses cover

This section explains the details of **your** cover if **you** have selected **Legal Expenses** cover as shown on **your certificate**. In this section of the **Policy**, **We/Us/Our** means DAS Legal Expenses Insurance Company Limited.

1.	The following are insured:	Restrictions:	Exclusions:
a)	<p>This cover provides assistance if you have a legal dispute and you telephone the Eurolaw Legal helpline on 0845 6011 060.</p> <p>The insured incidents are noted in (b) to (i) as follows.</p>	<p>The under noted restrictions apply to insured incidents (b), (c), (d), (e), (f), (g), (h) and (i).</p> <p>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.</p> <p>The date of the occurrence of the insured incident is during the period of insurance and any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limit.</p> <p>For civil claims it is always more likely than not that you will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.</p> <p>If a representative is used, we will pay the costs and expenses incurred for this.</p> <p>For all insured incidents, we will pay costs and expenses to make or defend an appeal as long as you tell us within the time limits allowed that you want us to appeal.</p>	<p>The under noted exclusions apply to insured incidents (b), (c), (d), (e), (f), (g), (h) and (i).</p> <p>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 prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.</p> <p>An incident or matter arising before the start date of the Legal Expenses cover.</p> <p>Costs and expenses incurred before our written acceptance of a claim.</p> <p>Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.</p> <p>An insured incident intentionally brought about by you.</p> <p>A legal action that you take which we or the representative have not agreed to, or where you do anything that hinders us or the representative.</p>

		<p>Before we pay costs and expenses for appeals, we must always agree that it is more likely than not that the appeal will be successful.</p> <p>For all insured incidents under this section, we will pay legal costs and opponents' costs.</p> <p>For insured incident (g) Tax Protection we will pay accountants' costs.</p> <p>For insured incident (h) Jury Service we will pay attendance expenses.</p>	<p>A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against you.</p> <p>A claim relating to written or verbal remarks which damage your reputation.</p> <p>A dispute with us not otherwise dealt with under Condition 7 shown below.</p> <p>Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.</p> <p>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.</p>
b)	<p>Employment Disputes.</p> <p>We will negotiate for your legal rights in a dispute arising from your contract of employment, for your work as an employee, or future employment.</p>		<p>A claim relating to:</p> <ol style="list-style-type: none"> 1) Disciplinary hearings or internal grievance procedures. 2) Any claim relating solely to personal injury.
c)	<p>Contract Disputes.</p> <p>We will negotiate for your legal rights in a contractual dispute arising from an agreement or an alleged agreement which you have entered into for:</p> <ol style="list-style-type: none"> 1) The buying or hiring in of any goods or services; or 2) The selling of any goods. <p>Your legal rights in a contractual dispute or for the misrepresentation arising from an agreement or alleged agreement which you have entered into for the buying or selling of your home.</p>	<p>Provided that:</p> <ul style="list-style-type: none"> • You have entered into the agreement or alleged agreement during the period of insurance; and • the amount in dispute is more than £100. 	<p>A claim relating to:</p> <ol style="list-style-type: none"> 1) A contract regarding your trade, profession, employment or any business venture. 2) Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT). 3) The settlement payable under an insurance policy (we will negotiate if your insurer refuses your claim but not for a dispute relating to the amount of the claim). 4) A dispute arising from any loan, mortgage, pension, investment or borrowing arrangement. 5) A dispute over the terms of the lease of land or buildings or a license or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with the drafting of a lease, license or tenancy agreement.

d)	<p>Bodily Injury.</p> <p>We will negotiate for your legal rights in a claim against a party who causes the death of, or bodily injury to you.</p>		<p>A claim relating to:</p> <ol style="list-style-type: none"> 1) Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident. 2) Any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you. 3) Defending your legal rights, but defending a counter-claim is covered. 4) Clinical negligence.
e)	<p>Clinical Negligence</p> <p>We will negotiate for your legal rights where it is alleged that accidental death or bodily injury to you has resulted from a single negligent act of surgery, clinical or medical procedure.</p>		<p>A claim relating to:</p> <ol style="list-style-type: none"> 1) The alleged failure to correctly diagnose your condition. 2) Psychological injury or mental illness that is not associated with you having suffered physical bodily injury.
f)	<p>Property Protection.</p> <p>We will negotiate for your legal rights in a civil action, and/or arrange mediation for a dispute relating to material property (including your home and holiday home) which is owned by you or for which you are responsible, following:</p> <ol style="list-style-type: none"> 1) An event which causes physical damage to such material property, provided that the amount in dispute is more than £100. 2) A legal nuisance (meaning any unlawful interference with your use or enjoyment of your home, or some right over, or in connection with it). 3) A trespass. 	<p>The first £250 of any claim for legal nuisance or trespass.</p> <p>This is payable as soon as we accept the claim.</p>	<p>A claim relating to:</p> <ol style="list-style-type: none"> 1) A contract entered into by you. 2) Any building or land other than your home or holiday home. 3) Someone legally taking your material property from you, whether you are offered money or not, or restrictions or controls placed on your material property by any government or public or local authority. 4) Work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage. 5) Mining subsidence. 6) Defending a claim relating to an event that causes physical damage to material property, however defending a counter-claim is covered.

g)	<p>Tax Protection.</p> <p>We will negotiate for you and represent you in any appeal proceedings, in the event of a full enquiry into your personal tax affairs.</p>		<p>A claim relating to:</p> <ol style="list-style-type: none"> 1) The tax affairs of a company, or any claim if you are self-employed, a sole trader, or in a business partnership. 2) An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations of the HM Revenue & Customs Prosecution Office.
h)	<p>Jury Service and Court Attendance.</p> <p>We will pay your net salary or wages for the time that you are absent from work to attend any court or tribunal at the request of the representative or to perform jury service.</p>		
i)	<p>Legal Defence.</p> <ol style="list-style-type: none"> 1) We will defend your legal rights if an event arising from your work as an employee leads to: <ol style="list-style-type: none"> a) You being prosecuted in a court of criminal jurisdiction. b) Civil action being taken against you under legislation for unlawful discrimination. c) Civil action being taken against you under section 13 of the Data Protection Act 1998. 2) We will defend your legal rights if an event leads to your prosecution for an event connected with the use or driving of a motor vehicle. 		<p>A claim relating to:</p> <ol style="list-style-type: none"> 1) Parking or obstruction offences. 2) The driving of a motor vehicle by you for which you do not have a valid motor insurance.

Conditions which apply to Legal Expenses cover (Section J)

1. Your responsibility

You must:

- (a) Keep to the terms and conditions of this section.
- (b) Try to prevent anything happening that may cause a claim.
- (c) Take reasonable steps to keep any amount **we** have to pay as low as possible.
- (d) Send everything **we** ask for, in writing.
- (e) Give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.

2. Control of claim

- (a) **We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
- (b) **You** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - (ii) there is a conflict of interest.
- (c) In all circumstances except in those in 2 (b) above, **we** are free to choose a **representative**.
- (d) A **representative** will be appointed by **us** to represent **you** according to **our** standard terms of appointment, which may include a "no win, no fee" agreement. The **representative** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **representative**.
- (f) **You** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
- (g) **You** must give the **representative** any instructions that **we** require.

3. Settlement

- (a) **You** must tell **us** if anyone offers to settle a claim.
- (b) If **you** do 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 **you** the amount of damages that **you** are claiming, or is being claimed against **you**, instead of starting or continuing legal proceedings.

4. Costs and expenses

- (a) **You** must tell the **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** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

5. Dismissal of representative

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

6. Withdrawal of claim

If **you** settle a claim or withdraw a claim without **our** agreement, or do 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** paid by **us**.

7. Complaints

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

8. Lawyer's opinion

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

9. Dual insurance

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

10. Law

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

Section K - General conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract.

There are additional conditions of insurance applicable to the Legal Expenses **section** on page 35.

If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** might be invalid.

Taking care

Your family must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

Changes in your circumstances

You must tell the **Administrator** within 30 days as soon as **you** know about any of the following changes:

- **You** are going to move **home** permanently;
- Someone other than **your family** is going to live in **your home**;
- **Your home** is going to be **used** for short periods each week or as a holiday **home**;
- **Your home** is going to be **unoccupied**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration;
- The number of bedrooms in **your home** has changed;
- **You** or any member of **your family** has received a conviction for any offence except for driving.
- Any part of **your home** is going to be **used** for any trade, professional or business purposes; There is no need to tell **us** about trade, professional or business use if:
 - The trade, professional or business use is only clerical; and
 - **You** do not have staff employed to work from **your home**; and
 - **You** do not have any visitors to **your home** in connection with **your** trade, profession or business; and
 - **You** do not keep any business money or stock in **your home**.
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** will be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your policy** might be invalid, and **you** may not be entitled to a refund of **premium**.

Fraud

If dishonesty or exaggeration is used by **your family** or anyone acting on behalf of **you** and **your family** to obtain:

- A claims payment under **your policy**; or
- Cover for which **you** do not qualify; or
- Cover at a reduced **premium**.

All benefits under this **policy** will be lost, the **policy** may be invalid, **you** may not be entitled to a refund of **premium** and legal action may be taken against **you**.

Transferring your interest in the policy

You cannot transfer **your** interest in this **policy** to anyone else without **our** written permission.

Monthly policies

This is a Monthly contract. **We** have the right (which **we** may not use) to continue the **policy** and collect **premiums** each month. **We** may vary the terms of the **policy** (including the **premium**) providing **you** with 21 days notice to **your** last known address before **we** do so. If **you** decide that **you** do not want **us** to continue with the **policy** and collect the **premium** each month, as long as **you** tell **us** at least 10 days before the next **premium** is due, **we** will not collect it.

Other conditions

There are other conditions which relate to any claim **you** may make and these are shown in Section L under the heading 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your policy**.

Section L - Special claim conditions

Claims conditions

These are the claims conditions **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** may be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information in Section Q under the heading 'How to claim'.

You should also check the information on 'How **we** settle claims' under the section of **your policy** which covers the loss or damage, e.g. **contents, buildings**.

What you must do

If **you** or **your family** are the victim of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your home**, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in the case of riot tell **us** immediately.

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **your family** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs;
- Purchase dates of lost or damaged items;
- For damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond repair.

Rights and responsibilities

We may need to get into **your building** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this **policy** without **our** written permission. **We** have the right, if **we** choose, in **your** name but at our expense to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us**, at **our** option **we** will:

- Ask **you** to get estimates for **building** repairs or replacement items; or
- Arrange for the damage to be inspected by one of our Claims Advisors or an independent loss adjuster - their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible.

Other insurance

If **you** claim under this **policy** for something which is also covered by another insurance **policy**, **you** must provide **us** with full details of the other insurance **policy**. **We** will only pay our share of any claim.

Section M - General exclusions

These exclusions apply to all sections of **your policy**. This insurance does not cover:

Exclusion:	Meaning:
Radioactive contamination	Any claim or expense of any kind caused directly or indirectly by: <ul style="list-style-type: none">• Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel.• The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
War risks	Any loss or damage caused by any sort of war, invasion or revolution.
Terrorism	Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion terrorism means the use or threat of use of biological, chemical, radiological and/or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government(s) or put any section of the public in fear.
Sonic Bangs	Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

Pollution or contamination	<p>Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:</p> <ul style="list-style-type: none"> • a sudden unexpected incident, or • oil or water escaping from a fixed oil or water installation <ul style="list-style-type: none"> - and which was not the result of an intentional act, - and which occurs during any period of insurance. <p>All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.</p>
Rot	Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance.
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials.
Events before the start date	Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the start date .
Date change and computer viruses	<p>Direct or indirect loss or damage caused:</p> <ul style="list-style-type: none"> • To equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all. • By computer viruses. <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • Equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all. • Computer viruses. <p>Equipment includes computers and anything else insured by the policy which has a microchip in it.</p> <p>Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.</p> <p>Microchips include integrated circuits and microcontrollers.</p> <p>Computer viruses include any programme or software which prevents any operating system, computer program or software working properly or at all.</p>
Associated claim costs.	Your costs in preparing, proving, agreeing or negotiating your claim.
Any other costs.	Any costs incurred without our approval or permission.
Wear and tear.	Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Section N - Duration of the insurance

This is a monthly contract. The **policy** is issued for an initial period of one month from the **start date** shown on **your certificate** and will automatically continue for a further month on payment of each monthly **premium**.

For **sections B - H** the **premium** charged reflects **your** no claims history for that month. Therefore if **you** claim under this **policy** it will affect **your** entitlement to no claims discount in the calculation of **your premium** from the next monthly **premium** due.

For **sections I - J** if **you** claim under these **sections** on the **policy** **your** entitlement to no claims discount will not be affected.

Section O - The payment of premiums

Premiums are collected monthly in advance by **direct debit**. The date on which the first **premium** becomes due for payment is shown on the **schedule**.

We can change **your premium** immediately to reflect changes in **your** no claims history.

We can change **your premium** for other reasons by giving **you** 21 days notice in writing.

The **premium** includes Insurance Premium Tax (IPT) at the current rate. If **we** are required by law to increase the level of Insurance Premium Tax or make any other charges, **we** will increase **your premium** from the date any such charges are implemented.

In the event that a **premium** remains unpaid 30 days after the date on which it is due to be paid, cover under this **policy** will be cancelled with effect from the expiry of the last paid period of insurance.

If the payment date changes Paymentsshield will notify **you** 21 days in advance of **your** account being debited or as otherwise agreed.

Any **premiums** or **premium** refunds held by the **Administrator** will be held on behalf of the insurers.

Section P – Administration Charge

The **Administrator** reserves the right to apply a monthly administration charge (subject to Insurance Premium Tax) to **your policy**.

Section Q - How to claim

To make a claim for sections B - H

- Check the **policy** and **your certificate** to see whether or not the event is covered.
- If **you** are a victim of theft, vandalism or something is lost or damaged away from **your home**, tell the police first and ask for an incident number. It would be helpful if **you** have an approximate cost to replace or repair the item(s) **you** would like to claim for.
- Telephone the claims helpline on **0845 6011 060** and confirm **your certificate** number.

We will register the claim from the details **you** provide and tell **you** what to do next.

You should not admit fault if **you** are being held responsible for injury or damage. In this instance **you** should send all documents unanswered and without delay to:

Paymentsshield Claim Team, RSA Claims Department, PO Box 21561, Stirling FK7 1AA

We follow the Association of British Insurers Claims Code, copies of which are available on request.

To make a claim for section I - Home Emergency cover

Check **your certificate** and the **policy** booklet to see whether **you** are covered by the **Home Emergency** cover section of the **policy**.

Check that the event **you** want to claim for is covered by phoning the **Home Emergency** helpline on **0845 6011 060**.

We will arrange for a skilled and reliable tradesman, approved by **us**, to get in touch with **you**.

NB. The **Home Emergency** helpline service does not give confirmation of whether or not **you** have cover for any of the loss or damage which has occurred, under **your Buildings and Contents** cover.

To make a claim for section J - Legal Expenses cover

Check **your certificate** and the **policy** booklet to see whether **you** are covered by the **Legal Expenses** cover section of the **policy**.

Check that the event **you** want to claim for is covered by phoning the **Legal Expenses** helpline on **0845 6011 060**.

Helpline services

We offer **you** a range of helpline services. These are available 24 hours a day any day of the year. **You** will need to have **your policy** number available whenever **you** contact the helpline. **You** will find this on **your certificate**.

Home Emergency helpline - 0845 6011 060.

A service that provides help with domestic emergencies, for example, a burst pipe or a break-in. If an emergency happens which threatens the safety of **your home** and **you** need help fast, just call this helpline. **We** will arrange for a skilled and reliable tradesman, approved by **us** to get in touch with **you**. **You** will have to pay the tradesman's bill and **you** will require a credit or debit card to use this service. If the loss or damage is subsequently covered under **your Buildings and Contents** cover **you** can claim what **you** paid the tradesman from **us**, but the appropriate **policy excess** will then apply. **You** will also have to pay the tradesman's bill if **you** have used this facility but not selected **Home Emergency** cover.

Eurolaw legal helpline - 0845 6011 060.

In this section of the **Policy**, **We/Us/Our** means DAS Legal Expenses Insurance Company Limited.

A service that provides help with personal legal problems under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Norway and Switzerland. **You** can telephone a legal adviser for confidential and free advice on any personal legal problems.

This service also provides confidential and free advice on personal tax matters. **You** cannot call the legal helpline to check non **Legal Expenses** policy cover.

To help **us** check and improve **our** service standards, **we** record all calls.

Section R - Cancellation rights under the policy

If, having examined **your policy**, **you** decide not to proceed **you** have a statutory right to cancel for up to 14 days from the **start date**. However, **we** offer a 30 day cancellation period without charge. If **you** cancel **your** cover more than 30 days after the **start date** **you** may not be entitled to any refund of premiums. In order to determine if **you** are eligible for a refund, **you** can write to us at the following address: Paymentsshield Limited, PO Box 229, Southport, PR9 9WU.

We can cancel **your** cover with immediate effect, in the event that a **premium** remains unpaid 30 days after the date on which it is due to be paid. Any cancellation of this nature will be effective from the expiry of the last paid period of insurance.

We can cancel **your** cover for any other reason by giving **you** 30 days written notice. This will not affect **your** rights to receive claim benefits for any event that occurred before the cancellation date.

Section S - How to cancel your policy

To cancel **your** cover, **you** should contact the Paymentsshield Customer Services team on **0845 6011 050**.

Alternatively, **you** can write to Paymentsshield in advance at the address shown on **your certificate** and **your** cover will end on the date Paymentsshield receive **your** written request.

Important Note

Cancelling your policy

Please note that if you cancel your policy and do not give us advance notice by contacting us, then you may be liable for paying an additional premium.

Section T - What you should do if you have a complaint

Sales

If **you** are unhappy with any aspect of the sale of this **policy** or have cause for complaint **you** should initially contact the person who arranged the cover for **you**.

Administration

The **Administrator** handles complaints regarding general administration on **our** behalf.

If **you** are unhappy with the general administration of the **policy**, **Home Emergency** or **Legal Expenses** cover or have cause for complaint **you** should contact the Paymentsshield Customer Services Team by telephone or in writing by letter or email to:

The address is: Paymentsshield Limited, P O Box 229, Southport PR9 9WU

Customer Services Helpline: 0845 6011 050
Email: enquiries@paymentsshield.co.uk

The Customer Services Team will tell **you** what Paymentsshield will do to resolve **your** concerns and how long it will take.

Where **you** remain dissatisfied with the response regarding **policy** general administration **you** may refer the matter to the Customer Relations Manager.

Customer Relations can be contacted at:

The address is: Customer Relations Office, RSA, Bowling Mill,
Dean Clough Industrial Park, Halifax HX3 5WA

Telephone: 0800 107 6160

Fax: 01422 325146

Email: halifax.customerrelationsoffice@uk.royalsun.com

The Customer Relations Manager will conduct a separate investigation and full review of **your** general administration complaint, which will be concluded by issuing a final response letter.

Where **you** remain dissatisfied with the response regarding **Home Emergency** or **Legal Expenses** administration, **you** may refer the matter to the Customer Relations Manager at DAS Legal Expenses Insurance Company Limited for a final response.

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

If **you** are still dissatisfied with the final response **you** receive in respect of the general administration of the **policy**, **Home Emergency** or **Legal Expenses** cover, or **your** complaint has not been resolved within 8 weeks, **you** have the right to ask the Financial Ombudsman Service (FOS) to review **your** case.

The address is: The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

If **you** contact any of the above organisations, this will not affect any right of legal action **you** may have under the **policy**.

Claims

For Sections B - H Buildings and Contents cover

If **you** are unhappy about claims handling on the **policy** for **Buildings and Contents** cover **you** should contact the Claims Manager by telephone or in writing.

The address is: Paymentsshield Claims Team, RSA Claims Department,
PO Box 21561, Stirling FK7 1AA

Telephone: 0845 026 1132

The Claims Manager will tell **you** what they will do to resolve **your** concerns and how long it will take.

At RSA, **we** are committed to going the extra mile for **our** customers and wherever possible, exceeding their expectations.

If **you** believe that **we** have not delivered the claims service **you** expected or **you** are concerned about any aspect of the claims service **we** have provided, then please let **us** know.

We promise to:

- Fully investigate **your** complaint;
- Keep **you** informed of progress;
- Do everything possible to resolve **your** complaint;
- Learn from **our** mistakes;
- Use the information from **your** complaint to proactively improve **our** service in the future.

We aim to resolve **your** concerns within 24 hours. Experience tells **us** that most difficulties can be sorted within this time.

In the unlikely event that **your** concerns have not been resolved within this time, **we** will issue a letter acknowledging **your** complaint, letting **you** know the reasons why and **we** will continue to keep **you** well informed of the further actions **we** will be taking to reach a suitable conclusion.

Where **you** remain dissatisfied with the response regarding claims handling on the **Policy you** may refer the matter to the Customer Relations Manager.

Customer Relations can be contacted at:

The address is: Customer Relations Office, RSA, Bowling Mill,
Dean Clough Industrial Park, Halifax HX3 5WA

Telephone: 0800 107 6160

Fax: 01422 325146

Email: halifax.customerrelationsoffice@uk.royalsun.com

who will conduct a separate investigation and full review of **your** claims complaint, which will be concluded by issuing a final response letter.

If **you** are still dissatisfied with the final response **you** receive, or **your** complaint has not been resolved within 8 weeks, **you** have the right to ask the Financial Ombudsman Service (FOS) to review **your** case.

The address is: The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

If **you** contact any of the above organisations, this will not affect any right of legal action **you** may have under the **policy**.

For Section I - Home Emergency and Section J - Legal Expenses

If **you** are unhappy about claims handling on the **policy** for **Home Emergency** and **Legal Expenses** cover **you** should contact the Customer Relations Department.

Customer Relations can be contacted at:

The address is: Customer Relations Department, DAS Legal Expenses,
Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NJ

Telephone: 0117 934 0066

Email: customerrelations@das.co.uk

For Sections I - J Home Emergency or Legal Expenses cover

Where **you** remain dissatisfied with the response regarding **your Home Emergency** or **Legal Expenses** claim **you** may refer the matter to the Customer Relations Manager at DAS Legal Expenses Insurance Company Limited for a final response.

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

If **you** are still dissatisfied with the final response **you** receive, or **your** complaint has not been resolved within 8 weeks, **you** have the right to ask the Financial Ombudsman Service (FOS) to review **your** case.

Write: The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

If **you** contact any of the above organisations, this will not affect any right of legal action **you** may have under the **policy**.

Section U - Data Protection Notice

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

We are required to send **you** this information to comply with current Data Protection legislation. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

Data Protection Act 1998

All personal information supplied by **you** will be treated in confidence by the RSA Group of companies, DAS Legal Expenses Insurance Company Limited and the **Administrator** and will not be disclosed to any third parties except where **your** consent has been received or where permitted by law. In order to provide **you** with products and services this information will be held in the data systems of the RSA Group of companies, DAS Legal Expenses Insurance Company Limited and the **Administrator** or their agents or subcontractors.

Both **we** and the **Administrator** may pass **your** personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **your** personal information, but in all cases the RSA Group and DAS Legal Expenses Insurance Company Limited will ensure that it is kept securely and only **used** for the purposes for which **you** provided it. Details of the companies and countries involved can be provided to **you** on request.

Fraud Prevention and Detection

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance
 - Checking details of job applicants and employees
- Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.
- **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **we** deal with a request for insurance, **we** may search the register.

Under the conditions of **your policy**, **you** must tell **us** about any incident (such as fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the register.

We may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

How to contact the Data Protection Liaison Officer

If **you** have questions about the **Administrators** use of personal information, or if **you** believe our records are inaccurate, **you** should write to the: Data Protection Officer, Paymentsshield Limited, PO Box 229, Southport PR8 9WU.

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

Section V - Underwriting

Sections B - H

The insurance for this section of the **policy** is underwritten by Royal & Sun Alliance Insurance plc which is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and to undertake insurance mediation under registration number **202323**. **You** can check this out by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Section I - J

The insurance for this section of the **policy** is underwritten by DAS Legal Expenses Insurance Company Limited (DAS) which is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and to undertake insurance mediation under registration number **202106**. **You** can check this out by visiting the FSA's Website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

DAS Legal Expenses Insurance Company Limited is registered in England 00103274.

DAS Legal Expenses Insurance Company Limited is a member of the Association of British Insurers (ABI) and Financial Ombudsman Scheme (FOS).

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

Section W - Enquiries and assistance

If **you** have any queries about **your policy** please contact the Paymentsshield Customer Services Team on **0845 6011 050**.

A Guide to Direct Debit Payments

(this section does not form part of the policy conditions)

The premium for your policy is collected by monthly Direct Debit from your bank account.

We can accept your instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction you have given to us
- Electronically (if collected by your intermediary) or through the internet



The Direct Debit Guarantee

- This Guarantee is offered by all banks and buildings societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Paymentsshield Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Paymentsshield Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Paymentsshield Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - if you receive a refund you are not entitled to, you must pay it back when Paymentsshield Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

The insurance for Buildings and Contents cover is provided by Royal & Sun Alliance Insurance plc
The insurance for Home Emergency and Legal Expenses cover is provided by DAS Legal Expenses Insurance Company Limited
The Administrator for this insurance policy is Paymentsshield Limited

Paymentsshield Limited is authorised and regulated by the Financial Services Authority (FSA) under registration number 312708
You can check this out on the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

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Telephone calls to Paymentsshield may be recorded for security purposes and monitored under our quality control procedures

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