

Policy booklet

Thank you for choosing us for your home insurance.

You may be aware that Legal & General Insurance Limited has been bought by Liverpool Victoria General Insurance Group (LV=GI). For a transition period, Legal & General Insurance Limited has been renamed Fairmead Insurance Limited. This means the provider and underwriter of your policy is Fairmead Insurance Limited which is part of LV=GI. We look forward to welcoming you to LV=.



Please read your policy schedule and policy booklet carefully to make sure you understand what is covered and the limits that apply. It's important that you check the information that you have given us to ensure we offer you the correct cover. You must let us know promptly if anything changes. If you don't tell us of any changes a claim may be reduced or rejected and in some circumstances your policy might be invalid.

The buildings sum insured must be adequate to cover the cost of replacing your buildings if they were completely destroyed, including any additional costs such as architects' or surveyors' fees. For your contents cover, your sum insured must be enough to replace all of your contents as new. The value of some items, particularly jewellery and other valuables, is likely to fluctuate considerably and some items may need to be specified separately. Please call us if you need to review your cover.



This policy covers the costs of unexpected loss or damage.
It does not cover:

- Wear and tear.
- Maintenance costs such as refixing loose roof tiles, repointing brickwork or replacing guttering.
- Damage that happens over a period of time, for example: damp, rot and damage from vermin.

To make a successful claim you must keep your property in good repair and take all realistic and practical steps to prevent loss or damage. Please see 'What is Not Covered' on page 11 and exclusions within each section of the policy.



EASIER TO READ INFORMATION

Please call us if you are visually impaired and would like this document in Braille, large print or audio tape or CD.

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Definitions

Whenever a word appears in **bold** type, please refer to the definitions below.

Accidental breakage

Sudden, unintentional and unexpected physical breakage that can be seen.

Accidental damage

Sudden, unintentional and unexpected physical damage that can be seen.

Administrator

The service provider selected by **us** to administer the claims under section 4 of the **policy**, currently DAS Legal Expenses Insurance Company Limited.

Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person the **administrator** will appoint to act on **your** behalf.

Buildings

Your home, and its permanent fixtures and fittings including:

- i) tennis courts, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges;
- ii) permanently installed:
 - a) swimming pools;
 - b) hot tubs;
- iii) permanently connected:
 - a) drains, pipes and cables for which **you** are legally responsible;
 - b) service tanks and central heating oil tanks;
 - c) wind turbines, solar panels and ground source heating pumps;

all sited within the boundaries of the land belonging to **your home**.

Business equipment

Computers, tablets, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, telecommunication equipment and office furniture, but not including any property held as trade stock or games consoles.

Computers

An electronic device for storing and processing data not designed to be portable (such as desktop computers), computer equipment or game consoles.

Contents

Household goods, personal belongings and **business equipment** owned by **you** or for which **you** are legally responsible including:

- i) bicycles
 - ii) **money**;
 - iii) tenants' fixtures and fittings; and
 - iv) software, data, files and downloads stored on any computer, entertainment, audio or video equipment;
- in **your home**.

but excluding:

- Contents in any communal part of the **home**.
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts (other than domestic gardening equipment, mobility carriages, electric wheelchairs and electrically assisted bicycles that are not required to be licensed if used on a public road).
- Caravans, trailers, aircraft, drones, hovercraft, boats or their parts.
- Livestock or pets.
- Landlord's fixtures and fittings.
- Property held or used for business purposes other than **business equipment**.
- Any part of the **buildings**.
- Property insured under any other policy.

Costs and expenses

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

Countries covered

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

Cover away from the home

Clothing, personal belongings, **money** and valuables that **you** normally use, wear or carry with **you**.

but excluding:

- Credit cards, securities and documents.
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts other than:
 - Vehicles designed to aid disabilities (as long as the vehicles are not designed or registered for road use).
- Bicycles, caravans, trailers, aircraft, drones, hovercraft, boats or their parts.
- Goods **you** use as part of **your** business or trade other than **business equipment**.
- Household goods and domestic appliances.

Date of occurrence

- a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b) For insured incident 5 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Emergency

A sudden, unexpected event involving **your home** which requires immediate remedial action to make **your home** safe or secure and avoid initial or further damage.

Excess

The amount **you** will pay towards each separate claim.

Fairmead Insurance Limited

Fairmead Insurance Limited provide and underwrite this insurance policy. They are part of the Liverpool Victoria General Insurance Group.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

High risk items

- i) Jewellery, pearls, precious stones, gold, silver and other precious metals.
- ii) Watches.

Home

The private dwelling, garage and domestic outbuildings at:

- i) The address stated on **your** policy schedule.
- ii) Any other address detailed by endorsement.

but excluding:

- Any garage or outbuildings used in any way for business (other than clerical work by **you**) or farming purposes.
- Polytunnels and similar structures.

Insured person(s)

You, or in **your** absence on a trip away from **home**, the person authorised by **you** as the keyholder responsible for the **home**.

Landslip

Downward movement of sloping ground.

Money

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.

Period of insurance

The period of insurance stated on **your** policy schedule.

Policy

The policy booklet, **your** policy schedule and any applicable endorsements and amendment notices that may apply.

Policyholder

The person(s) named as policyholder on **your** policy schedule.

Preferred law firm

A law firm or barristers' chambers the **administrator** chooses to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with the **administrator's** agreed service standard levels, which the **administrator** audits regularly. They are appointed according to the **Standard Terms of Appointment**.

Reasonable prospects

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

Repairer

Our approved tradesman.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Standard Terms of Appointment

The terms and conditions (including the amount the **administrator** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Statement of fact

A statement of the information **you** supplied, which **we** use to determine whether to offer **you** a policy and **your** premium.

Storm

Wind speeds with gusts of at least 47mph/ 75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass.

Subsidence

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

Unoccupied

Any period when **your home** is not lived in. By lived in, **we** mean slept in for at least five consecutive nights every month, or two consecutive nights every week.

Us, We or Our

- i) For sections 1, 2, 3 and 4, **Fairmead Insurance Limited**.
- ii) For section 5, Inter Partner Assistance SA and AXA Assistance (UK) Ltd.

You or Your

- i) The **policyholder**.
- ii) Any member of the **policyholder's** family permanently residing at **your home**.

Explaining how your policy works

Definitions

Whenever a word appears in **bold** type please refer to the definitions on pages 4–6.

Endorsements

If endorsements apply to **your policy**, they will be listed on **your** policy schedule.

An endorsement changes **your policy's** terms and conditions. Specific details will either be on **your** policy schedule or will be sent to **you** separately.

Changes in circumstances

At the start of **your** insurance, **we** provide **you** with a **statement of fact**. If any of this information changes at any time, **you** must tell **us** immediately. If **you** don't tell **us** of any changes this could mean **we** reduce or reject a claim or even make **your policy** invalid.

Type of insurance and cover

This **policy** is for a minimum of 12 months and is annually renewable. **We** will insure **you** under the sections shown on **your** policy schedule against loss, damage or liability occurring during the **period of insurance**, according to the terms and conditions of this **policy**. **We** will provide this insurance once **we** have received and accepted **your** first premium or **your** agreement to pay **your** first premium, and any further premiums due to **us**.

Contract

This policy booklet, **your** policy schedule, and any applicable endorsements and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**.

The law

This contract will be governed under the laws of England and Wales, and any reference **we** make to specific statutes will mean the UK statute and equivalent laws in the Channel Islands or Isle of Man.

Payment of premiums

You can choose to pay the premium either:

- By Monthly Direct Debit.
We will collect your premium by monthly instalment. **We** will show the amounts and collection dates on **your** payment schedule.
- By Annual Direct Debit.
We will collect the full premium at the **policy** start date or renewal date. **We** will show the amount and collection date of **your** premium on **your** schedule.
- By Credit or Debit card.
We will collect the full premium at the **policy** start date or renewal date. Payment can be made using **your** credit or debit card details.

How to renew your policy

At **our** discretion, **we** may offer to renew this **policy**. If **we** do, **we** will send details to **you** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending.

You must tell **us**:

- i) Of any changes to the information contained within the **statement of fact**.
- ii) If **you** want to change the way **you** pay.
- iii) If **you** do not want to renew this **policy**.

If **we** decide that **we** do not want to renew the **policy**, **we** will send written notice to **you** at the most recent address known to **us** 21 days in advance of **your** cover ending.

Automatic renewal

If **you** have already agreed to pay by Direct Debit, **we** will continue to take these payments from the designated account unless **you** tell **us** otherwise. If **you** do not want to renew **your policy**, **you** must tell **us** before **your** renewal date. It is not possible to offer automatic renewal with all payment methods, so please check **your** renewal invite for more information.

Unpaid monthly payments

If **we** don't receive the monthly payment on or before its due date, then **we** will write to **you** asking for payment. If **you** don't pay the unpaid premium within 20 days of **our** writing to **you**, **we** will cancel the **policy**.

Cancelling your policy

Our cancellation rights


We may cancel **your policy** if there are serious grounds to do so such as, but not limited to, fraud, non-payment, failure to supply requested validation documentation (security, valuations, etc.), poor property maintenance or **you** have provided **us** with incorrect information.

Where **we** cancel **your policy** **we** will provide **you** 14 days' prior written notice to **your** last known address unless **we** are required to cancel earlier.

We will refund a proportion of the premium, calculated on a daily pro-rata basis equivalent to the period of unused cover, providing no claims have been made. If a claim has been made in the **period of insurance**, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums will be due from **you**.

If **we** cancel **your policy** on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

Your cancellation rights

 **You** can cancel this **policy** at any time by calling **us** on **0370 060 0227**. **We** may record and monitor calls. Call charges will vary.

- If **you** cancel this **policy** within 14 days of the start date or renewal date, or after **you** receive **your** policy documents, whichever is later, **we** will refund **you** for the period of unused cover.
- If **you** decide **you** don't want this **policy** after 14 days of the start date or renewal date, or after **you** receive **your** policy documents, whichever is later, and **you** have not made a claim, **we** will charge **you** for the period that **we** have provided cover to **you**.

If **you** have made a claim during the **period of insurance** then **you** will have to pay the full annual premium, so **you** won't receive a refund.

Transfer of your policy

If **we** change any party involved in the administration of **your policy**, **we** will move **your** data to the new administrator to ensure continuity of **your** insurance cover. **We** will only transfer a copy of **your** information to the new administrator when **your** existing **policy** is due for renewal.

Policy fees

If **we** charge any fees to cover the administration costs of changes that **you** make to **your policy**, or if **you** cancel the **policy**, these amounts will be shown on the current policy schedule. Any premium adjustment following a change or cancellation to **your policy** will include these fees.

Policy conditions

1. Fraud

You must not commit fraud.

You are committing fraud if **you**, or anyone else insured by this **policy** or acting on **your** behalf, knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate, misleading or incomplete.
- Mislead **us** in any way for the purpose of obtaining insurance, more favourable insurance terms, a reduced premium, or to influence **us** to accept a claim.
- Make a fraudulent or false claim in full or in part:
 - By providing false information in order to influence **us** to accept a claim;
 - By exaggerating the amount of the claim; or
 - By supplying false or invalid documents in support of a claim.

If fraud is established **we** will:

- i) not pay any claim under the **policy**;
- ii) cancel **your** cover without any return premium or void **your policy** from the start date;
- iii) be entitled to recover the amount of any claim **we** have paid under this **policy**;
- iv) recover any investigation and legal costs;
- v) inform the police, financial services organisations and anti-fraud databases such as CIFAS, CUE and Hunter.

2. Compliance with terms

Our liability to make payment under this **policy** will be conditional upon **your** compliance with all of the terms and conditions of this **policy**.

3. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance, **we** will be liable only for **our** rateable proportion for such loss, damage or liability.

4. Your duty to prevent loss or damage

You must keep **your buildings, contents** and personal possessions in sound condition and in good repair. **You** should consult a suitably qualified expert if **you** are unsure whether or not **you** are complying with this condition.

You must take all practical and reasonable steps to safeguard **your buildings, contents** or personal possessions against loss or damage and to prevent accidents.

If loss or damage occurs to **your** property, **you** must promptly take all reasonable steps to prevent further loss or damage.

5. Your obligations when making a claim

In the event of a claim or possible claim under this **policy**, **you** must not negotiate, admit fault or make any offer, promise or payment without **our** written consent. **You** must also:

- i) Inform the police as soon as possible and obtain a crime reference number or loss report number as appropriate if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts, vandalism or loss of property or **money**.
- ii) Tell **us** as soon as reasonably possible and give **us** full details. In the event of loss or damage by riot, **you** must tell **us** within 30 days of the riot.
- iii) Give **us** written notice as soon as possible, but no later than seven days, after **you** know about any pending prosecution, inquest or fatal inquiry in connection with anything that occurs for which there may be liability under this **policy**.
- iv) Send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable costs.

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(continued)

- v) As soon as reasonably possible after the injury, loss or damage, provide **us** with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that **we** may reasonably require.
- vi) Retain any damaged **contents** or parts of **buildings** so that **we** may inspect them.
- vii) Give **us** any information and assistance that **we** might reasonably require.

6. Our rights when you make a claim

- i) **We** may nominate one of **our** specialist suppliers to repair or replace the property claimed for. Where **you** prefer to use **your** own tradesman, or **we** elect to settle the claim by cash payment, the amount **we** pay **you** will not exceed what **we** would have paid **our** supplier, except when **our** supplier is unable to repair or replace the property.
- ii) In an emergency, **we** may enter the building where the loss or damage has occurred. To safeguard the insured property against further loss or damage, **we** may take and keep possession of the insured property and dispose of any salvage. No property may be abandoned to **us**.
- iii) **We** may exercise sole control at **our** cost over dealing with any third-party claim and its associated legal proceedings relevant to it. **We** will keep **you** informed of all developments.
- iv) **We** may pursue in **your** name, but for **our** benefit and at **our** cost, any claims for damages or other costs.



Please contact **us** on **0370 060 0227** if **you** have any questions about what **we** describe in this section. Calls may be recorded and monitored. Call charges will vary.

What is not covered

As well as the exclusions under the individual sections, the following will not be covered:

Under this **policy**, we will not pay for:

1. Gradual events

Any loss, damage or liability arising from wear and tear that **you** know is happening gradually over time.

2. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

3. Radioactive contamination

Any loss of or damage to property, indirect loss or legal liability directly or indirectly arising from:

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

4. Pollution and contamination

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

- i) a sudden and unforeseen and identifiable accident; or
- ii) leakage of oil from a domestic oil installation at **your home**.

5. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

THE ITEMS BELOW ARE NOT COVERED UNDER SECTIONS 1–3 AND 5 OF THIS POLICY

6. Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover commences.

7. Deliberate acts

Any loss, damage or liability caused on purpose by **you** or any person residing at **your home**.

8. Matching of items

The costs of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design if damage occurs within a clearly identifiable area or to a specific part and it is not possible to match replacements.

9. Direct loss or damage:

- i) Due to electronic failure.
- ii) Due to computer virus.
- iii) Due to electrical or mechanical breakdown.
- iv) Caused in the process of cleaning, restoration, maintenance, repair, dismantling or by dyeing.
- v) Caused by chewing, scratching, tearing or fouling by domestic pets.
- vi) Caused by scratching or denting.
- vii) Caused by vermin, insects or fungus.
- viii) Caused by rot, exposure to light or atmospheric or climatic conditions.
- ix) Arising from the cost of remaking any recorded material or the value of any information contained on it.

10. Indirect loss or damage

We will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

11. Loss by deception

Apart from deception used to gain entry to **your home**.

12. Defects and faults

Any direct loss or damage due to defective design, defective materials, faulty materials, faulty workmanship or failure to follow manufacturers' instructions.

13. Software, data, files, downloads and mobile phone call costs

Any loss, damage or liability arising from:

- i) The erasure, distortion, mislaying or misfiling of any software, data, files and downloads.
- ii) Mobile phone call costs.

14. Loss of value and depreciation

Resulting from the repair or replacement of lost or damaged property.

15. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

16. Terrorism

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

Section 1

Buildings cover

Please note that this section only applies if it is shown on **your** policy schedule. Please refer to the definitions on pages 4–6 for words shown in **bold** text.

Part 1 – Buildings



We will pay up to the sum insured shown on **your** policy schedule unless **we** specify otherwise.



The **buildings** are insured against loss or damage caused by:

1. Fire, smoke, explosion, lightning or earthquake.
2. Riot, civil commotion, strikes or labour disturbances.
3. Malicious acts or vandalism.
4. **Storm**.



In addition to items listed on pages 11–12 **we** will not pay for:

- The **excess** shown on **your** policy schedule under paragraphs 1 to 16 and A to E of this section.
- Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.
- Loss or damage occurring where **you** have:
 - i) Participated in, assisted, encouraged or facilitated the riot or spread of the riot.
 - ii) Contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.
 - iii) Committed a criminal offence relating to the riot.
- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.
- Loss or damage to fences, gates and hedges.
- Loss or damage caused by underground water.



The **buildings** are insured against loss or damage caused by:

5. Flood.

6. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**.

7. Theft or attempted theft.

8. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.

Find and access

If shown on **your policy** schedule, **we** will also cover the costs involved in finding the source of the escape of water and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the **home** where this occurs in the course of these investigations. **We** call this find and access and **we** will pay up to the amount shown on **your** policy schedule for finding and accessing water leaks for any one claim.

9. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.



In addition to items listed on pages 11–12 **we** will not pay for:

- Loss or damage to fences, gates and hedges.
- Loss or damage caused by underground water.
- Loss or damage:
 - i) To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.
 - ii) Caused by the compaction of infill.
 - iii) Occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
 - iv) Caused by **settlement**.
 - v) Caused by river or coastal erosion.
 - vi) Arising from movement of solid floors, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
 - vii) Arising from defective design, defective materials or faulty workmanship.
- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.
- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on in **your home**.
- Loss or damage caused by the failure or lack of grout and/or sealant in **your home**.
- Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- Loss or damage caused by subsidence, heave or landslip.



The **buildings** are insured against loss or damage caused by:

10. Leakage of oil from any fixed oil fired heating installation.

Find and access

If shown on **your policy** schedule, **we** will also cover the costs involved in finding the source of the leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the **home** where this occurs in the course of these investigations. **We** call this find and access and **we** will pay up to the amount shown on **your** policy schedule for finding and accessing water leaks for any one claim.

11. Falling trees and branches.

12. Falling aerials or their fittings.

13. Frost damage to any plumbed in domestic water or heating installation.

14. **Accidental breakage** to underground pipes or cables serving the **buildings**.



In addition to items listed on pages 11–12 **we** will not pay for:

- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.

- Loss or damage to trees and branches.
- The cost of removing fallen trees or branches that have not caused damage to **your home**.

- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Damage for which **you** are not legally responsible.
- Damage to any part of the pipe or cable above ground level.
- Breakage to any part of the pipe, cable or drain that hasn't caused leakage or damage as a result of the breakage.

Paragraphs 15 and 16 only apply if **your** policy schedule shows that **accidental damage to buildings** is included.



The **buildings** are insured against:

15. **Accidental breakage** of:

- fixed glass including ceramic hobs forming part of the **buildings**; and
- fixed sanitaryware forming part of the **buildings**.

16. **Accidental damage**.



In addition to items listed on pages 11–12 **we** will not pay for:

- Breakage when **your home** is **unoccupied** for more than 60 days in a row.
- Damage caused by settlement, shrinkage or expansion of the **buildings** or the site.
- Damage caused by water entering the **buildings**.
- Damage caused by building alterations, renovations, extensions or repairs.
- Damage caused by **your** lodgers, paying guests or tenants.
- Damage from any cause described in paragraphs 1 to 15 of this section.



We also provide cover for:

- A. Loss of rent and alternative accommodation.
During the period **your home** is made uninhabitable by any cause covered under this section **we** will pay for:
- i) Loss of rent that is no longer payable to **you**.
 - ii) Any ground rent which continues to be payable by **you**.
 - iii) The cost of comparable alternative accommodation if **you** are the occupier, including for any domestic pets permanently living with **you**.
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- B. The period between exchange of contracts and completion.
- i) **You** will be entitled to the benefit of the cover provided by paragraphs 1 to 15 of section 1 of this **policy** between exchange of contracts and completion of the purchase provided that:
 - a) The **period of insurance** commences on or before completion of the purchase of the **buildings**.
 - b) **We** received and accepted **your** application for insurance cover on the **buildings** prior to the date of the loss or damage.
 - ii) If **you** contract to sell the **buildings**, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this **policy** between exchange of contracts and completion of the sale provided that:
 - a) the purchaser completes the purchase; and
 - b) the **buildings** are not otherwise insured.
-
- C. Additional costs.
- If the following costs are incurred with **our** consent in making good the insured loss or damage, **we** will pay for:
- i) Architects', surveyors', consulting engineers' and legal fees.
 - ii) The cost of clearing the site and making safe the damaged parts of the **buildings**.
 - iii) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law.
 - iv) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.



In addition to items listed on pages 11–12 **we** will not pay for:

- i) Loss or damage:
 - That would be insured under any other policy in the absence of this cover.
 - That the seller is responsible for making good.
 - Occurring while the **buildings** are in the course of construction or undergoing demolition, structural alterations or structural repairs.
 - Occurring while the property is not fit for normal living purposes.
 - Occurring more than 90 days prior to completion of the purchase of the **buildings**.
-
- Fees incurred in the preparation of a claim.
 - The cost of stabilising the site.
 - The cost of removing trees other than as is necessary to enable repairs to be carried out.
 - Costs arising from a notice served prior to the date of the loss or damage.



We also provide cover for:

D. Emergency access.

We will pay for damage to the **buildings** caused by fire, ambulance or police services if they have to make a forced entry to **your home** as a result of an emergency.

E. Loss or theft of keys.

If keys to **your home** are lost or stolen, **we** will pay for the replacement and installation of door locks for any external door of **your home**.



In addition to items listed on pages 11–12 **we** will not pay for:

- Loss or damage that is otherwise insured.

Claims settlement under Part 1 – Buildings

1. **We** will pay the cost to **us** of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage, the **buildings** are in good repair.

Also see the 'How to make a claim' section of this policy booklet on page 28.

2. **We** will either make a deduction for wear and tear from the cost to **us** of any necessary replacement or repair work or, at **our** option, pay the reduction in market value resulting from the damage, where:
 - i) replacement or repair is not carried out; or
 - ii) immediately prior to the incident giving rise to the damage, the **buildings** are not in good repair.

3. The maximum amount **we** will pay in respect of any claim under Part 1 – Buildings is shown on **your** policy schedule.

Part 2 – Property Owners’ Liability to third parties



We will cover **you** against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness);
- Loss of or damage to material property; caused by an accident occurring during the **period of insurance** and incurred by **you**:
 - i) as owner of the **buildings**;
 - ii) in respect of any buildings previously owned and occupied by **you** for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.
Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any building owned by **you** simply because **you** sold that building after the work was done.

If this **policy** is cancelled when **you** sell **your home**, the cover provided by paragraph ii) above will continue for seven years from the date that cover was cancelled, provided no other policy covers the liability.



In addition to items listed on pages 11–12 we will not pay for liability arising from:

- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- **Your** business or profession, except for the letting of the **buildings** or any part of it for private residential purposes.
- Accidents for which **you** may be responsible as occupier of the **buildings**.
- The use or possession of lifts or mechanically propelled vehicles.
- A contractual obligation.
- Any incident insured by another insurance policy (or that would be insured if this **policy** did not exist) except for any amount over the limit the other insurer will pay (and for which payment has been agreed) under the other insurance policy.
- **Your** wilful or malicious act.

Claims settlement under Part 2 – Property Owners’ Liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- the amount shown on **your** policy schedule; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.



Very important notice

Liability arising from incidents within the **home** and land belonging to it are, by law, nearly always the responsibility of the occupier rather than the owner. **We** do not cover **your** liability as an occupier or **your** personal liability under this section but automatically include it with **contents** cover available under section 2 of this **policy**.

Section 2

Contents cover

Please note that this section only applies if it is shown on **your** policy schedule. Please refer to the definitions on pages 4–6 for words shown in **bold** text.

Part 1 – Contents



We will pay up to the sum insured shown on **your** policy schedule unless **we** specify otherwise.



The **contents** are insured against loss or damage caused by:

1. Fire, smoke, explosion, lightning or earthquake.
2. Riot, civil commotion, strikes or labour disturbances.
3. Malicious acts or vandalism.
4. **Storm.**
5. Flood.



In addition to items listed on pages 11–12 **we** will not pay for:

- The **excess** shown on **your** policy schedule under paragraphs 1 to 15 and A to K of this section.
- Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.
- Loss or damage occurring where **you** have:
 - i) participated in, assisted, encouraged or facilitated the riot or spread of the riot;
 - ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot;
 - iii) committed a criminal offence relating to the riot.
- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.
- Loss or damage caused by underground water.
- Loss or damage caused by underground water.



The **contents** are insured against loss or damage caused by:

6. **Subsidence** or **heave** of the site on which **your home** stands or **landslip**.

7. Theft or attempted theft.

For loss or damage caused by theft or attempted theft of **contents** in any garage and domestic outbuilding **we** will pay up to the sum insured on **your** policy schedule.

8. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.

9. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.

10. Leakage of oil from any fixed oil fired heating installation.

11. Falling trees and branches.

12. Falling aerials or their fittings.



In addition to items listed on pages 11–12 **we** will not pay for:

- Loss or damage caused by:
 - i) the compaction of infill;
 - ii) **settlement** of the **buildings**; or
 - iii) river or coastal erosion.
- Loss or damage occurring while **your home** is undergoing demolition, structural alterations or structural repairs.
- Any loss or damage arising from defective design, defective materials or faulty workmanship.

- **Money** and bicycles, unless force and violence is used to gain entry to **your home**.
- Any loss or damage if **your home** or any part of it is let or lent, unless force and violence is used to gain entry to **your home**.
- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in **your home**.
- Loss or damage caused by the failure or lack of grout and/or sealant in **your home**.
- Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.

- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.

- Loss or damage to trees and branches.
- The cost of removing fallen trees or branches.

Paragraphs 13, 14 and 15 only apply if **your** policy schedule shows that **accidental damage to contents** is included.



The **contents** are insured against:

13. **Accidental damage to business equipment**, televisions and their aerials, digital receivers, radios, **computers** and ancillary equipment, and other audio and video equipment.
14. **Accidental breakage** of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture.
15. **Accidental damage**.



In addition to items listed on pages 11–12 **we** will not pay for:

- Damage to clothing (including furs), **money**, food and drink.
- Damage caused during household removal.
- Damage caused by water entering **your home**.
- Damage caused by building alterations, renovations, extensions or repairs.
- Damage caused by **your** lodgers, paying guests or tenants.
- Damage from any cause described in paragraphs 1 to 12 of this section.



We also provide cover for:

- A. Alternative accommodation.
During the period **your home** is made uninhabitable following loss or damage to the **contents** by any cause covered under this section, **we** will pay for the cost of comparable alternative accommodation including for any domestic pets permanently living with **you**.
- B. Loss or damage to **contents** during household removal by professional removal contractors. The **contents** are insured against accidental loss or damage while in transit between **your home** and **your** new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. **We** will also cover temporary storage by professional removal contractors for up to three days.



In addition to items listed on pages 11–12 **we** will not pay for:

- Loss of or damage to china, glass, pottery and other items of a brittle nature, unless they have been packed by professional packers.
- Loss of **money**.



We also provide cover for:

C. **Your** liability as a tenant.

We will cover **you** against **your** legal liability as a tenant for:

- i) Loss, damage or breakage to **your home** and to landlord's fixtures and fittings from any cause described in paragraphs 4, 5, 7, 8, 10, 12, 13, 14 and 15 of part 1 of section 1 of this **policy**, subject to the exceptions and **excess** applicable to that paragraph.
- ii) Damage to internal decorations caused by fire or smoke.

D. **Contents** temporarily removed from **your home** while attending full time education.

Provided that it is **your** intention to return the item(s) to **your home**, then the insurance provided by paragraphs 1 to 12 of this section also covers loss or damage to **contents** in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are living while attending full time education.

E. **Contents** in the garden.

The insurance provided by paragraphs 1 to 3 and 6 to 12 of this section also covers loss or damage to **contents** outside the **home** but within the boundaries of the land belonging to **your home**.

F. Loss or theft of keys.

If keys to **your home** are lost or stolen, **we** will pay for the replacement and installation of door locks for any external door of **your home**.

G. Freezer contents.

We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at **your home** made unfit for human consumption due to:

- i) A rise or fall in temperature.
- ii) Contamination by refrigerant or refrigerant fumes.



In addition to items listed on pages 11–12 **we** will not pay for:

- Loss or damage:
 - To bicycles.
 - To any item(s) that has never been in **your home**.
 - That would be insured under any other policy in the absence of this cover.
 - Due to theft unless force and violence is used to gain entry to the building.
 - While the **contents** are being worn, moved or carried.

- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Loss or damage caused by storm or flood.
- Loss or damage to bicycles.
- Theft of **money**.
- Theft or attempted theft from any unattended vehicle.
- Loss or damage to **high risk items**.

- Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old.
- Loss of or damage to food held or used for business purposes.
- Loss or damage due to the power supply authority deliberately cutting or reducing the supply to **your home**.

**We also provide cover for:**

H. Oil and metered water.

We will pay for loss of oil or metered water following **accidental damage to your** domestic water or heating installations.

I. Reinstatement of documents.

We will pay the cost of preparing new title deeds to **your home**, bonds or securities if they are lost or damaged by any cause described in paragraphs 1 to 12 and paragraph 15 of part 1 of section 2 of this **policy** while in **your home** or while kept in **your** bank, building society or solicitor's office.

J. Plants in the garden.

The insurance provided by paragraphs 1, 2, 3, 7 and 9 of this section also covers loss of flowers, plants, shrubs or trees all in pots or containers outside the **home** but within the boundaries of the land belonging to **your home**.

K. Visitors' personal effects.

The insurance provided by paragraphs 1 to 12 of this section also covers loss or damage to **your** visitors' clothing and personal belongings whilst in **your home**.

**In addition to items listed on pages 11–12 we will not pay for:**

- Loss or damage when **your home** is **unoccupied** for more than 60 days in a row.
- Negotiable bonds or securities.
- Loss or damage that would be insured under any other policy in the absence of this cover.
- **Money**, credit cards, securities and documents.
- Vehicles, bicycles, other means of transport, caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.
- Property held or used for business or trade.

Claims settlement under Part 1 – Contents1. **We** will at **our** option:

- replace as new;
 - pay the cost to **us** of replacing as new;
 - repair; or
 - pay the cost to **us** to repair;
- any item of **contents** (except for clothing more than two years old).

Also see the 'How to make a claim' section of this policy booklet on page 28.

2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if clothing more than two years old is stolen or damaged.
3. The maximum amount **we** will pay in respect of any one claim under Part 1 – Contents is the amount shown on **your** policy schedule.

Part 2 – Occupiers' Liability to third parties



We will cover **you** against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness);
 - Loss of or damage to material property; caused by an accident occurring during the **period of insurance** incurred by **you**:
- i) As occupier of:
- **Your home.**
 - Land belonging to **your home.**
 - Any residential premises temporarily occupied for private purposes for no more than 30 days in any one **period of insurance.**
- ii) As an employer of employees involved in domestic duties at **your home.**
- iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.



In addition to items listed on pages 11–12 **we** will not pay for liability arising from:

- The transmission of any contagious disease by **you.**
- Death of or bodily injury (including disease and illness) to **you.**
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if insured by any other policy.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by **you** or on **your** behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- Death of or bodily injury to any employee arising out of:
 - i) being carried in or upon a vehicle; or
 - ii) entering, getting on to or leaving a vehicle in circumstances where any road traffic legislation requires insurance or security.
- **Your** wilful act, including but not limited to any assault or alleged assault.
- **Your** business or profession.
- The ownership of any land or building including the **home.**
- A contractual obligation.



We will cover **you** against liability at law for damages payable in respect of:



In addition to items listed on pages 11–12 **we** will not pay for liability arising from:

- The ownership, use or possession of:
 - i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to **your home**, mobility carriages, electric wheelchairs and electrically assisted bicycles that are not required to be licensed if used on a public road).
 - ii) Aircraft, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).
 - iii) Any trailer, horse box or caravan (other than occupiers' liability arising from a static caravan rented and temporarily lived in by **you**).
- The use of firearms other than sporting guns used for sporting purposes.
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to **you** or under **your** charge or control.

Claims settlement under Part 2 – Occupiers' Liability to third parties

Occupiers' and private individuals' liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- the amount shown on **your** policy schedule; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

Employers' liability

If the incident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and injury arises out of and in the course of such service or apprenticeship:

- the maximum amount **we** will pay is the amount shown on **your** policy schedule in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants' costs and expenses and all other costs and expenses incurred with **our** written consent.

If **you die**, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

Section 3

Personal Possessions in and away from the home

Please note that this section only applies if it is shown on **your** policy schedule. Please refer to the definitions on pages 4–6 for words shown in **bold** text.



At renewal **we** will adjust **your** sums insured in line with the Retail Price Index published by the National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.



If the item is shown on **your** schedule **we** will pay up to the sum insured (subject to inflation protection) for loss or damage to:

1. Cover away from the home.

We will pay:

- up to the amount shown on **your** policy schedule.

2. Bicycle Cover

- This includes electrically assisted bicycles that are not required to be licensed if used on a public road.
- **We** will also pay for accessories on them.

We will pay:

- up to the amount shown on **your** policy schedule.

3. Valuable Items Cover

- When specified on **your** schedule.



In addition to items listed on pages 11–12 **we** will not pay for:

- Loss or damage to property specifically insured under 3. Valuable Items Cover of this section.
 - Loss of **money** due to error, omission or depreciation in value.
 - Damage to **money**.
-
- Loss or damage if the bicycle is being used for racing.
 - Theft or attempted theft of a bicycle unless at the time of loss or damage it was:
 - i) in **your** immediate custody or control; or
 - ii) securely locked to an object that cannot be moved; or
 - iii) in a locked building.
 - Theft of bicycle accessories unless:
 - i) the bicycle is stolen at the same time; and
 - ii) the theft of the bicycle is covered under this section.

For section 3, in addition to items listed on pages 11–12, **we** will not pay for the following:

- The **excess** shown on **your** policy schedule under this section.
- The amount shown on **your** policy schedule, in total in respect of any one loss from an unattended vehicle.
- Loss or damage caused by theft or attempted theft from any unattended vehicle unless:
 - i) All windows and sunroofs are securely closed and all doors and the boot are locked.
 - ii) The property is completely concealed within the vehicle in a glove compartment, locked luggage compartment or locked boot.
- Loss of or damage to:
 - i) Sports equipment while in use.
 - ii) Remote controlled models while in operation.
 - iii) Musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.
- Breakage of articles of a brittle nature unless specified under 3. Valuable Items Cover of section 3.
- Theft or malicious damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

Claims settlement under Section 3 – Personal Possessions

1. **We** will at **our** option:
 - i) replace as new;
 - ii) pay the cost to **us** of replacing as new;
 - iii) repair; or
 - iv) pay the cost to **us** to repair;
 any article insured under this section without deduction for wear and tear.
 For clothing more than two years old insured under 1. **Cover Away From The Home**, a deduction will be made for wear and tear.

Also see the 'How to make a claim' section of this policy booklet on page 28.

How to make a claim

Sections 1-3 – Buildings, Contents and Personal Possessions in and away from the home

Home insurance 0370 900 5565 (24 hour)

Calls may be recorded and monitored. Call charges will vary.

We understand how distressing loss or damage to **your home** can be. When things go wrong, **we** are ready and waiting to put them right as quickly and efficiently as possible.

You should immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger. Suspected gas leaks should always be reported to the National Gas Emergency Helpline on **0800 111 999**.

Step 1: Report to the police (if applicable)

It is a condition of **your policy** that **you** report the following to the police as soon as possible, and get a crime reference number or loss report number:

- Theft, attempted theft or loss of property.
- Any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbances.

Step 2: Check whether you are covered

- Check **your** policy schedule, which lists the sections of cover **you** have chosen, any limits and any endorsements and excesses that apply.
- Refer to **your** policy booklet, particularly the section relevant to **your** claim. Please check:
 - Details of what **your policy** does and does not cover.
 - ‘Claims settlement’ at the end of each section – this tells **you** about any conditions that may affect the amount of any claim settlement.
 - Any policy conditions that apply on pages 9–10.

Step 3: Gather your information

To help **us** process **your** claim quickly, it helps if **you** have the following information to hand:

- **Your** policy number.
- The date and time of the loss or damage.
- The police loss report number or crime reference number (if applicable).

We may request more information such as:


- The date and place of purchase, plus receipts, invoices, instruction booklets, valuations or photographs.
- The location of the property when it was lost or damaged.
- For damaged property, confirmation from a suitably qualified tradesman of the cause of damage and whether or not the item can be economically repaired.

We may not meet **your** claim, or settlement may be reduced, if **you** do not provide these details or if **you** do not tell **us** about the loss or damage as soon as reasonably possible.

Sometimes **we**, or an expert **we** appoint, may wish to meet **you** to discuss the claim, inspect the damage, or carry out further enquiries.

Make sure **you** do not throw away damaged **contents**. Store them in a dry place, as **you** will need them to support **your** claim.

Step 4: Make a claim

 For home insurance claims, call **us** on **0370 900 5565**. **We** may record and monitor calls. Call charges will vary.

Step 5: What happens next?

- If **your** claim is accepted, **we** will agree actions on the initial call and keep in touch by phone to let **you** know what's happening.
- **We** may appoint a specialist to visit **you**, in which case **we** will let **you** know.
- Complicated claims, such as those for **subsidence**, may take longer than others to complete. If that's the case **we** will give **you** the name of a personal contact who'll keep **you** informed about progress.
- **We** may offer repair or replacement through **our** approved suppliers. If **you** prefer to use **your** own tradesman, or receive a cash settlement for replacement goods instead, **we** will need to agree this with **you** beforehand. Any payment will generally not exceed the discounted amount **we** would have paid to **our** chosen supplier.
- **We** may refuse to agree costs that are incurred by **you** before **our** agreed consent is given or for damaged items that are disposed of before inspection.
- **We** try to make the claims process as sustainable as possible and will repair **your** property wherever it makes economic and environmental sense to do so.



FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Whether or not **you** are able to claim and how much **you** may be entitled to will depend on the specific circumstances at the time.

For further information about the scheme please visit the FSCS at [fscs.org.uk](https://www.fscs.org.uk) or call them on **0800 678 1100**.

Section 4

Family Legal Protection

Please note that this section only applies if it is shown on **your** policy schedule. Please refer to the definitions on pages 4–6 for words shown in **bold** text.

Claims under this section are managed on **our** behalf by DAS Legal Expenses Insurance Company Limited.

We agree to provide the insurance described in this section, subject to the terms, conditions, exclusions and limitations set out below, provided that:

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



We will pay your costs and expenses:

1. Employee disputes

To pursue a legal action directly arising from **your** contract of employment.

2. Contract disputes

- a) To pursue a legal action directly arising from **you** buying or hiring goods or services for **your** own private use.
- b) To defend a legal action directly arising from the private sale by **you** of **your** goods.



In addition to items listed on pages 11–12 **we** will not cover:

- a) Any claim relating solely to personal injury (please refer to insured incident 3 Personal Injury).
 - b) A settlement agreement while **you** are still employed.
 - c) The insured event happening within 90 days of this insurance starting.
-
- a) The settlement payable under an insurance policy (the **administrator** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).
 - b) A dispute arising from any loan, mortgage, pension, investment or borrowing.
 - c) A dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings.
-



We will pay **your costs and expenses**:

3. Personal injury

To pursue a legal action directly arising from **your** death or personal injury.

4. Property protection

- a) To pursue a legal action following an event which causes or could cause physical damage to **your home**.
- b) To pursue or defend a legal action following a legal nuisance or trespass.



In addition to items listed on pages 11–12 **we** will not cover:

- d) A motor vehicle owned by or hired or leased to **you**.
 - e) A claim where less than £250 is in dispute or the agreement for buying or hiring the goods or services was not made during the **period of insurance**.
 - f) A claim where less than £250 is in dispute or the agreement for selling the goods or services was not made during the **period of insurance**.
 - g) Anything to do with building, rebuilding, converting or extending all or part of **your home**.
-
- a) Illness or bodily injury that happens gradually.
 - b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.
 - c) Clinical negligence.
 - d) Legal action that has arisen as a result of an accident involving a motor vehicle **you** were driving.
-
- a) A contract **you** have entered into.
 - b) Any building or land except **your** main **home**.
 - c) Someone legally taking **your** property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority.
 - d) Work done by, or on behalf of, any government or public or local authority unless the claim is for **accidental damage**.
 - e) A claim where the amount in dispute is less than £250.
 - f) A claim where the agreement entered into was not made during the **period of insurance**.
 - g) The enforcement of a covenant by or against **you**.
 - h) The insured event happening within 180 days of this insurance starting.



We will pay **your costs and expenses:**

5. Tax protection

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

6. Motor legal defence

To defend legal action directly arising from a motoring prosecution.



In addition to items listed on pages 11–12 **we will not cover:**

- a) Any claim if **you** are self-employed, or a sole trader, or in a business partnership.
 - b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.
-

Any claim where **you** were driving a motor vehicle without a valid licence and/or insurance.

General exceptions applying to section 4

We will not pay for:

1. Late reported claims

A claim where **you** have failed to notify the **administrator** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or the **administrator** considers the **administrator's** position has been prejudiced.

2. Costs the **administrator** has not agreed

Costs and expenses incurred before the **administrator's** written acceptance of a claim.

3. Court awards and fines

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

4. Legal action the **administrator** has not agreed

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

5. Defamation

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

6. A dispute with **us**

A dispute with **us** not otherwise dealt with under general condition 8 of Section 4.

7. Judicial review

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

8. Litigant in person

Any claim where **you** are not represented by a law firm, barrister or tax expert.

(continues)

General conditions applying to section 4

1. Your legal representation

- a) On receiving a claim, if legal representation is necessary, the **administrator** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, the **administrator** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with the **administrator** at all times and must keep the **administrator** up to date with the progress of the claim.

2. Your responsibilities

- a) **You** must co-operate fully with the **administrator** and the **appointed representative**.
- b) **You** must give the **appointed representative** any instructions that the **administrator** asks **you** to.

3. Offers to settle a claim

- a) **You** must tell the **administrator** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without the **administrator's** written consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) The **administrator** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over

and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4. Assessing and recovering costs

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

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless the **administrator** agrees to appoint another **appointed representative**.

6. Withdrawing cover

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

7. Expert opinion

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

8. Arbitration

If there is a disagreement between **you** and the **administrator** about the handling of a claim and it is not resolved through the **administrator's** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from financial-ombudsman.org.uk)

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and the **administrator**. If there is a disagreement over the choice of arbitrator, the **administrator** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.

Claims settlement under Section 4 – Family Legal Protection

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

- 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.
- The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- In respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, the **administrator** must agree that **reasonable prospects** exist.
- For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, the **administrator** must agree that **reasonable prospects** exist, and
- Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **Standard Terms of Appointment** and these will not be paid by **us**.

How to make a claim



Call DAS Legal Expenses Insurance Company on **0117 934 0488**.

Lines are open 24 hours a day, 7 days a week. Calls may be recorded and monitored.
Call charges will vary.

Section 5

Home Emergency cover

Please note that this section only applies if it is shown on **your** policy schedule. Please refer to the definitions on pages 4–6 for words shown in **bold** text.

This **policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA Financial Conduct Authority Register number is 202664.

If we change insurer, we will transfer **your** information to the new insurer when **your** existing **policy** is due for renewal.



We will pay for:

- Call out charges, labour and parts or materials for immediate repairs to stabilise and remove the **emergency**.

We will send a **repairer** to assess the situation and carry out emergency work arising from:

1. Burst pipes or sudden leakage.
2. Break in or vandalism, compromising the security of **your home**.
3. **Storm** damage causing water to enter **your home** or likely to cause further loss or damage to **your home** or its **contents**.
4. Impact damage by falling trees, or by a vehicle or a plane or aerial debris.
5.
 - i) Failure of **your** domestic water mains supply leaving **you** with no running water.
 - ii) Failure of **your** gas supply pipe leaving **you** unable to use **your** gas appliances.
 - iii) Failure of **your** domestic electricity system leaving **your home** without electricity.
 - iv) Blocked drains.
6.
 - i) Failure of **your** domestic hot water system.
 - ii) Total failure of **your** central heating system between the months of September and April inclusive.
7. A smashed toilet bowl or cistern, or breakage of the cistern internal mechanism that prevents flushing.
8. Sudden damage that either allows water to enter the **home**, or compromises the security of the **home**, caused by subsidence or heave or landslide breaking external windows, doors or their frames.



In addition to items listed on pages 11–12 we will not pay for:

- Routine day-to-day home maintenance.
- In connection with the boiler or warm air unit:
 - i) Air locks in the central heating piping.
 - ii) Malfunctioning of the central heating wall or room thermostats.
 - iii) Central heating failure in the months May to August inclusive.
 - iv) Failure of the central heating pump.
 - v) Failure of zone or changeover valves.
 - vi) Any claim involving a boiler or warm air unit with an output exceeding 170,000 BTU capacity.
 - vii) Any boiler or warm air unit more than eight years old.
 - viii) Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to non-availability of parts.
- The following incidents or circumstances:
 - i) Breakage of internal glass or of any basin, bath, bidet or shower base.
 - ii) Failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.
 - iii) The cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the structure, fixtures and fittings of **your home**.

Claims settlement under Section 5 – Home Emergency

The maximum amount **we** will pay for call out labour and parts or materials arranged by **us** and arising from any one incident is the amount shown on **your** policy schedule (including VAT).

General exceptions applying to section 5

We will not pay for:

1. Circumstances already known to **you** when **you** applied for insurance or before the **period of insurance** begins.
2. Damage to **contents** of **your home**.
3. An insured event where the cost can be recovered from elsewhere, for example under another insurance policy or maintenance agreement.
4. Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
5. Any claim where Health and Safety regulations or a risk assessment that has been carried out, prevent **our** authorised contractors being able to attend to the **emergency** or carry out work in **your home**.
6. Any deliberate act of any **insured person**.
7. Assistance if **you** are a tenant of the property.

General conditions applying to section 5

If work carried out exceeds the amount shown on **your** policy schedule (including VAT) **you** will be expected to pay the **repairer** promptly.



How to get help

After checking **your** circumstances are covered, please call the 24 hour emergency helpline on:

 **0800 072 4789** (with **your** policy number)

You should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger.

Suspected gas leaks should always be reported to the National Gas emergency helpline on:

 **0800 111 999**

Calls may be recorded and monitored.

Customer helplines

As part of your policy, you can call our helplines for assistance.

Legal advice service call **0117 934 0488**

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

Advice about the law in England and Wales is available 24 hours a day, seven days a week.

Legal advice for the other countries is available 9am–5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice service call **0117 934 0488**

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

Tax advice is provided by tax advisers 9am–5pm, Monday to Friday, excluding public and bank holidays.

If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Home Emergency

If your policy schedule shows you have section 5 Home Emergency cover, then you may be covered for certain home emergency costs.



0800 072 4789 (24 hour) Calls may be recorded and monitored.

Domestic Emergency

If your schedule does not show you have section 5 Home Emergency cover, you can phone the domestic emergency helpline on:



0800 408 9103 (24 hour) Calls may be recorded and monitored.

We will locate the nearest suitable tradesman and advise costs.

You will be responsible for the tradesman's fees, but if the damage is covered by your policy you may submit a claim in the usual way.

Our complaints procedure

We always aim to treat you with fairness, courtesy and respect for your insurance needs, and keep you informed. This commitment extends to dealing with any complaints you might have in a straightforward, helpful way, as quickly as possible.

If you have a complaint other than Home Emergency and Family Legal Protection:

Please contact us quoting your policy or claim number.



0370 060 0227 We may record and monitor calls. Call charges will vary.



3rd Floor, The Podium,
Centre City House,
5 Hill Street,
Birmingham B5 4US

If you have a complaint in relation to Home Emergency cover:

Please contact AXA Assistance (UK) Limited quoting your policy or claim number.



01737 815 913 (lines are open Mon–Fri 9am–5pm). Calls may be recorded and monitored. Call charges will vary.



homeemergencycomplaints@axa-assistance.co.uk



AXA Assistance (UK) Limited,
Customer Relations,
Home Emergency Inter Partner Assistance SA,
The Quadrangle,
106–118 Station Road,
Redhill,
Surrey RH1 1PR

If you have a complaint in relation to Family Legal Protection:

Please contact DAS Legal Expenses Insurance Company Limited quoting your policy or claim number.



0370 050 1575 Calls may be recorded and monitored. Call charges will vary.



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

If you remain dissatisfied, you can complain to:



Financial Ombudsman Service,
Exchange Tower,
London E14 9SR



0800 023 4567
0300 123 9123



complaint.info@financial-ombudsman.org.uk



financial-ombudsman.org.uk

Online Dispute Resolution Platform

The European Commission has established an Online Dispute Resolution Platform (ODR Platform) <http://ec.europa.eu/consumers/odr/> that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently have a problem with that online purchase. The ODR platform will refer your complaint to the Financial Ombudsman Service who will pass it on to Fairmead Insurance Limited.

Making a complaint will not affect your legal rights. For further information about your legal rights, please contact your local authority Trading Standards department or Citizens Advice Bureau.

Useful phone numbers

General enquiries

Home insurance

0370 060 0227

Making a claim

Home insurance

0370 900 5565 (24 hour)

Home Emergency cover

0800 072 4789 (24 hour)

Family Legal Protection

(if selected)

0117 934 0488 (24 hour)

Helplines

Legal helpline

0117 934 0488 (24 hour)

Domestic Emergency helpline

0800 408 9103 (24 hour)

Calls may be recorded and monitored. Call charges will vary.



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