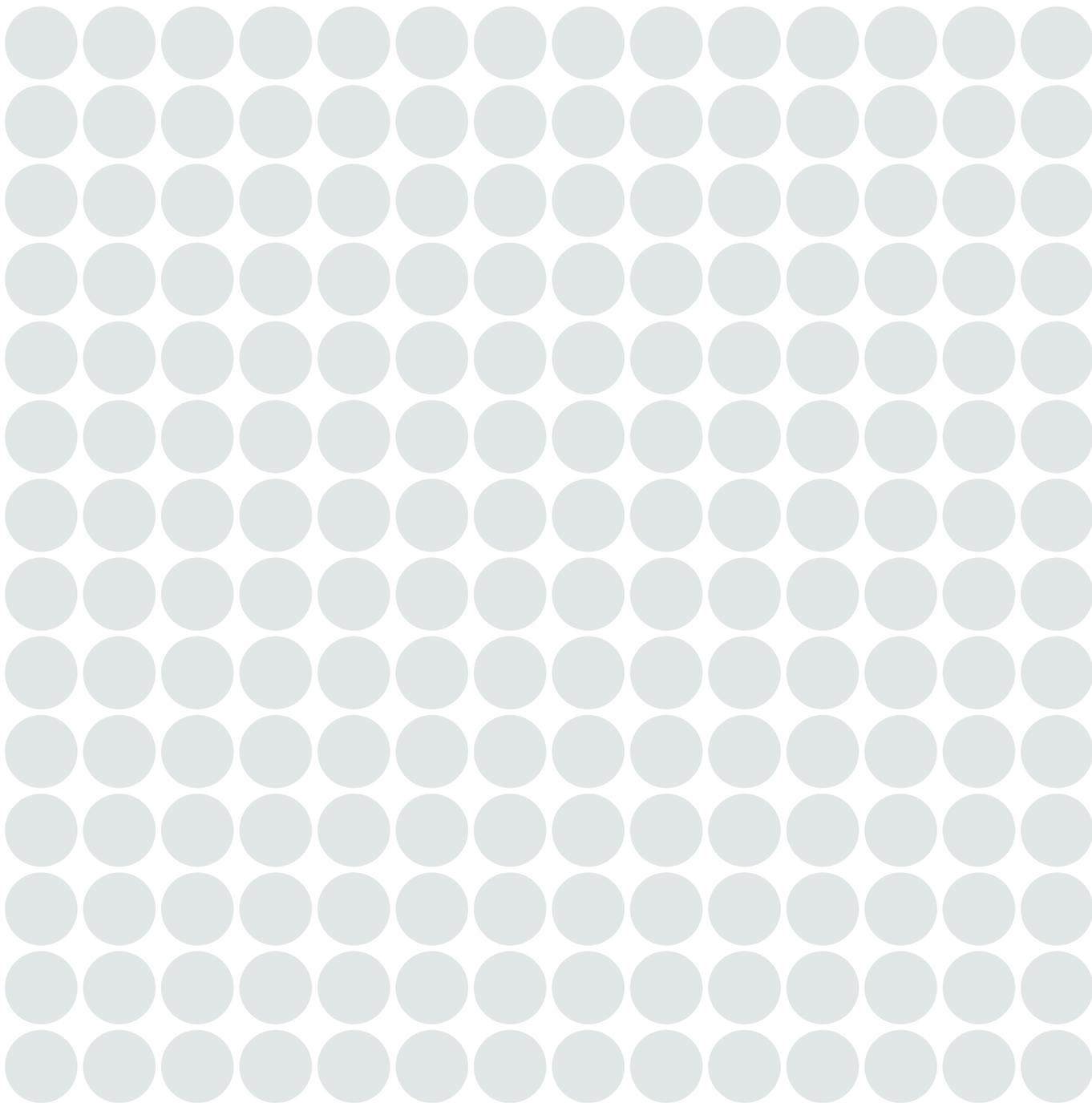




# Zurich Home Insurance Policy



# Contents



Information relevant to the entire policy	3
Conditions which apply to the whole of this policy	6
Exclusions which apply to the whole of this policy	9
Our complaints procedure	10
Important Notes	11
Contacting us	13
Part A – Buildings	14
Part B – Contents	16
Part C – Personal Possessions	19
Part D – Garden Cover	20
Part E – Legal Expenses	21
Part F – Home Emergency Expenses	29
Part G – Personal Accident Cover	33



# Information relevant to the entire policy

Your policy is an agreement between you (the person shown in the statement of insurance as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if you pay the premiums.

Your most recent statement of insurance and any endorsement which applies sets out the information we were given when we agreed to provide you with the cover and terms of your policy.

Your policy provides cover for the parts and the period of insurance shown in your statement of insurance. You must read your policy, statement of insurance and any special terms and conditions or endorsements which apply, as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your policy may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

## Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us of your decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). We will charge you on a pro rata basis for the time we have provided cover for you, plus a cancellation charge of £15 (including Insurance Premium Tax). The balance of the premium will be returned to you but there will be no refund where you are cancelling the policy following a claim under parts A – D. If you have purchased additional optional cover under parts E – G, this will be shown on your statement of insurance. Please see Condition 5 for full details of all cancellation conditions and charges.

The conditions and exclusions that apply to all parts of your policy are shown on pages 6 to 9. Please make sure that you read these as well as the cover shown in each part.

## Automatic renewal and premium payment

We will send you a renewal letter around 3 weeks before your renewal date, so you will have plenty of time to decide if you wish to renew your policy with us. If you have chosen to pay monthly, there are no changes and you are happy to renew your policy you need do nothing. If you decide not to renew your policy, simply let us know as soon as you receive your renewal quote and we will ensure no further payments are taken from you.

- **Automatic monthly payment**

If you pay the premium using a credit agreement with Premium Credit Limited, you consent to the automatic renewal of your policy at its expiry for a further 12 month period of cover. We will use the details you provided us when you took out the policy or as subsequently advised by you. The charge for interest will be shown separately with your premium details.

- **Non-automatic payment**

If you have not chosen to pay monthly, how to pay your renewal premium will be shown on your renewal invitation.

Please see Condition 8 for full details of renewal and premium payment.

### Administration charges

An administration charge of £15 (including Insurance Premium Tax) will be applied to policy changes. This charge will not be applied to changes we are informed of before the start of the policy, or changes effective from your renewal if we are informed of them before the commencement date of your renewal.

### Legal Advice Helpline

DAS Legal Expenses Insurance Company Limited (DAS) provide these services 24 hours a day, seven days a week during the period of insurance.

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

DAS will not accept responsibility if the helpline services are unavailable for reasons DAS cannot control.

The Legal Advice helpline is provided free of charge (even if you do not have legal expenses cover). To make use of this service please phone the legal expenses helpline on 0344 893 8164.

### Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this **policy**. Definitions are shown in bold throughout the **policy**. Additional definitions may apply to **parts** E – G of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

- **Buildings** – please refer to **part A** of the **policy** for full definition.
- **Contents** – please refer to **part B** of the **policy** for full definition.
- **Excess** – the first amount of any claim for which you are responsible.
- **Family** – **your** husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.
- **Garden** – please refer to **part D** of the **policy** for full definition.
- **High risk items** – means audio equipment (including portable), binoculars and telescopes, musical instruments, photographic equipment, sports equipment (including angling equipment), video cameras and DVD/TV/video equipment (including portable) in the home.
- **Home policy** – the documents consisting of **your statement of insurance, your policy summary, your home policy book** and any **special terms and conditions**.
- **Money** – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.
- **Part** – the individual contracts in the **policy** at A – G entered into with the parties providing cover under each such contract.
- **Period of insurance** – the period shown in **your statement of insurance** for which **we** have agreed to cover **you** and for which **you** have paid or agreed to pay a premium.
- **Personal possessions** – property which is worn or used about the person in every day life and which belongs to **you** or **your family** or for which **you** or they are responsible and is covered in and away from the home.
- **Personal property** – personal property which belongs to **you** or **your family** or for which **you** or they are responsible and is covered in the home only.
- **Policy** – the combination of all the **parts** **you** have chosen to purchase.
- **Special terms and conditions** – a change to **your** details which forms part of **your home policy**.
- **Specified personal possessions** – **personal possessions** which are itemised on **your statement of insurance**.
- **Statement of insurance** – the document giving details of the **period of insurance, your cover, the premium and the policy number**. The **statement of insurance** includes all the information **you** provided when **we** prepared your quotation.



- **Sum insured** – the amount for which each type of cover is insured as shown on **your statement of insurance** or in any **special terms and conditions** or notified to **you** at renewal.
- **United Kingdom/UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **Unoccupied** – if the home is either:
  - not permanently lived in by **you** (or a person **you** have authorised) for more than 30 days in a row;
  - or
  - without enough furniture for normal living purposes for more than 30 days in a row.
- **Valuables** – antiques (other than furniture), any articles of gold, silver or other precious metal, jewellery, items containing precious stones, gemstones or pearls, watches and clocks, furs, pictures or other works of art, curios and collections of stamps, medals or coins.
- **Vehicles and craft** – any electrically or mechanically powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes other than:
  - domestic gardening equipment;
  - battery operated golf trolleys;
  - wheelchairs or similar electric scooters, specifically designed for the disabled or infirm which are not legally required to be licensed for road use;
  - battery assisted cycles which are not legally required to be licensed for road use; and
  - models or toys which are battery operated and/or pedestrian controlled
- **We/Us/Our/Zurich** – Zurich Insurance plc (except in **parts E – G** where **we/us/our** are separately defined).
- **You/Your/Insured** – the person named as the policyholder(s) in **your statement of insurance** (except in **parts E and G** where **you/your/insured** is separately defined).



# Conditions which apply to the whole of this policy

Additional conditions may apply to **parts E – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

1. **You** must do all **you** can to prevent and reduce any costs, damage, injury or loss.
2. **You** must tell **us** about any insurance related incidents of loss, damage (such as fire, water damage, theft or an accident) or liability as soon as possible, whether or not they give rise to a claim. **You** must give **us** all the information and help **we** may need. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by **your policy**, including proceedings for recovering any claim payments.
3. **You** must report any loss, theft, attempted theft or malicious damage to the police immediately.

#### 4. Fraud

If **you** or anyone acting on **your** behalf have intentionally concealed or misrepresented any information or circumstance that **you** had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void the **policy** in the event of any fraud which occurred during the application process, which means **we** will treat the **policy** as if it had never existed; or
- terminate the **policy** with effect from the date of any fraud which occurred during the **period of insurance**;

and in either case, **we** will:

- not return to **you** any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any **money** from **you** for any claim **we** have already paid which is later established as invalid, including the amount of any costs or expenses **we** have incurred;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection'.

5. **We** may cancel **your policy** where there is a valid reason for doing so by giving **you** seven days notice in writing to **your** last known address. **We** will refund any premium which may be due to **you** in accordance with the terms of this condition. Valid reasons may include but are not limited to:

- If **you** advise **us** of a change of risk under **your policy** which **we** are unable to insure;
- Where **you** fail to respond to requests from **us** for further information or documentation;
- Where **you** have given incorrect information and fail to provide clarification when requested;
- Where **you** breach any of the terms and conditions which apply to **your policy**;
- The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by **you** or any person acting on **your** behalf.

**You** have the right to cancel **your policy** at any time by telling **us** either in writing or by telephone using the contact details set out in **your** covering letter. Where **you** cancel **your policy** and **you** pay under a credit agreement with Premium Credit Limited, **you** authorise **us** on **your** behalf to cancel **your** credit agreement with Premium Credit Limited.

If the **policy** is cancelled at any time, either by **you** or **us**, **we** will charge **you** on a pro rata basis for the time **we** have been on cover for **parts A – D**, in addition to the cancellation charge shown below. **We** will not refund any premium if **we** have paid a claim or one is outstanding under **parts A – D** when the **policy** is cancelled.

If **you** are paying by credit agreement and **you** have made a claim **you** must still pay the balance of the full annual premium under **your** credit agreement with Premium Credit Limited. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

If **you** fail to pay the premium due **we** may cancel the **policy** and refuse **your** claim or take the balance of any outstanding premium due to **us** from any claim payment **we** make to **you**. This may mean that **we** fulfil **our** obligations to any claims against **your policy** by a third party but seek full recovery of any payments made under **your policy** directly from **you**. This may include the instruction of solicitors or other recovery agents.

### Cancellation within 14 days

If the **policy** is cancelled, either by **you** or **us**, within 14 days of **you** receiving it (or for renewals, within 14 days of **your policy** renewal date) a cancellation charge of £15 (including Insurance Premium Tax) will be charged.

If **you** have purchased any additional optional cover, under **parts E – G**, these will also be cancelled and **we** will charge **you** on a pro rata basis for the time **we** have been on cover and the balance refunded to **you**.

### Cancellation over 14 days

If the **policy** is cancelled, either by **you** or **us**, after 14 days of **you** receiving it (or for renewals, after 14 days of **your policy** renewal date), a cancellation charge of £30 (including Insurance Premium Tax) will be deducted from any refund of premium.

If **you** have purchased any additional optional cover, under **parts E – G**, these will also be cancelled and there will be no refund.

If **you** have purchased additional optional cover under **parts E – G** and **you** cancel this cover independently to **parts A-D** of **your policy** more than 14 days after receiving documents (including where **you** have added additional optional cover during the term of the **policy**) there will be no refund.

6. If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.
7. **Your** duty to check information and tell **us** of any changes.

It is important **you** check **your** most recent **statement of insurance** and any endorsement which applies as they set out the information **we** were given when **we** agreed to provide **you** with the cover and terms of **your policy**.

Although **we** may undertake checks to verify **your** information, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is accurate and complete.

**You** must tell **us** immediately if any of **your** information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or **your** insurance may not be valid and claims will not be paid. If in doubt about any information please contact **us** as soon as possible.

Changes to information **we** need to be informed of include, but are not limited to, these situations:

- a temporary or permanent change of address;
- if **your** home becomes **unoccupied** or unfurnished;
- a change of occupancy (e.g. becoming let, sublet or part let);
- if the costs of rebuilding **your** home in full or replacing all of **your contents** as new exceed the limits shown in **your** schedule;
- if **you** or anyone currently living with **you** has a conviction, pending prosecution or a police caution for any offence other than driving offences;
- if **you** or anyone currently living with **you** have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgments in relation to debt;
- if **you** change your occupation;
- if **your** home is being used for business or professional purposes;
- if **your** home is not in a good state of repair;
- if **your** home is undergoing structural alteration, structural repair, restoration or renovation.

Any changes, if accepted by **us**, will apply from the date indicated on **your** updated **statement of insurance** or by an endorsement to **your policy**. In this case **we** will be entitled to vary the premium and terms for the rest of the **period of insurance**. An administration charge of £15 (including Insurance premium tax) will be applied to **policy** changes. This charge will not be applied to changes **we** are informed of before the start of the **policy**, or changes effective from **your** renewal if **we** are informed of them before the commencement date of **your** renewal. If the changes are unacceptable to **us** and we are no longer able to provide **you** cover, **we** or **you** can cancel **your policy**, as set out under condition 5.

If **you** have given **us** inaccurate information this can affect **your policy** in one or more of the following ways:

- 1) If **we** would not have provided **you** with any cover **we** will have the option to:
  - a. void the **policy**, which means **we** will treat it as if it had never existed and repay the premium paid; and
  - b. seek to recover any **money** from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred.

- 2) If **we** would have applied different terms to **your** cover, **we** will have the option to treat **your policy** as if those different terms apply.
- 3) If **we** would have charged **you** a higher premium for providing **your** cover, **we** will have the option to charge **you** the appropriate additional premium to be paid in full.

#### 8. Renewal and premium payment

**We** will send **you** a renewal letter around 3 weeks before **your** renewal date. If **you** have chosen to pay monthly, there are no changes and **you** are happy to renew **your policy** **you** need do nothing. If **you** decide not to renew **your policy**, simply let **us** know as soon as **you** receive **your** renewal quote and **we** will ensure no further payments are taken from **you**.

- **Automatic monthly payment**

If **you** pay the premium using a credit agreement with Premium Credit Limited, **you** consent to the automatic renewal of **your policy** at its expiry for a further 12 month period of cover. **We** will use the details **you** provided **us** when **you** took out the **policy** or as subsequently advised by **you**. The charge for interest is shown separately with **your** premium details.

Please note that failure to make **your** monthly payment when due will result in **your** finance provider, Premium Credit Limited applying an administration charge of £20. This will be added to the collection of the payment from **your** account.

If a second attempt to collect payment fails or **your** Direct Debit Instruction at **your** bank is cancelled, **your** finance provider, Premium Credit Limited will inform **you** by letter and give **you** the opportunity to make the payment by credit/debit card. Premium Credit Limited will make a charge of £2.50 for each payment made by any method other than direct debit.

If **you** fail to make the outstanding payment by the requested date, Premium Credit Limited will cancel **your** credit agreement and advise **us**. Under the terms of **your policy**, **we** will cancel **your** insurance immediately and notify **you** of the effective cancellation date in writing. Where **your policy** is cancelled for whatever reason, **you** will be required to pay any outstanding amount due for cover **you** have already received, including any unpaid fees and a cancellation fee. **We** will use the debit/credit card details **you** provided **us** with when **you** took out the **policy** to collect these unless **you** contact **us** to make alternative arrangements.

If **we** are unable to recover the outstanding amount, **we** will pass this to **our** Debt Collection Agency which will incur additional charges of 15% + VAT based on the full outstanding amount owed to **us**, including any cancellation or administration fees.

- **Non-automatic payment**

If **you** pay annually, how to pay **your** renewal premium will be shown on **your** renewal invitation. Please note that **we** must receive **your** payment prior to **your** renewal date in order for cover to be continuous otherwise all cover will end.

**We** will contact **you** prior to **your** renewal date if **we** are unable to either renew **your policy** automatically or offer **you** renewal terms and advise **you** what **you** need to do.

**Our** right to renew this **policy** does not affect **your** cancellation rights detailed on page 3 and in Condition 5 of this **policy**.

9. If an outstanding amount is payable by **you**, unless **you** contact **us** to make alternative payment arrangements, **we** will collect the payment owed to **us** using the debit/credit card details **you** provided **us** with when **you** took out the **policy**.

# Exclusions which apply to the whole of this policy

Additional exclusions may apply to **parts E – G** of the **policy**. Please refer to the relevant **parts** of the **policy** for details.

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

1. Any reduction in value.
2. Any loss which happens as an indirect result of an event for which **you** are insured.
3. Any accident or incident that happens outside any **period of insurance** that is covered by this **policy**.
4. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
5. Loss or damage to any items used in connection with any business, trade or profession except office equipment in the home or items insured as **specified personal possessions**.
6. Any legal liability resulting from any business, trade or profession.
7. Any claim resulting from:
  - deliberate or criminal acts by **you** or **your family**;
  - gradual causes including deterioration or wear and tear;
  - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
  - any process of cleaning, repair or alteration;
8. **We** will not pay for any claim arising directly or indirectly from an act of terrorism. In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.
  - vermin, insects or chewing, scratching, tearing or fouling by pets;
  - electrical or mechanical failure or breakdown;
  - faulty design, materials or workmanship;
  - the failure of a computer chip or computer software to recognise a true calendar date;
  - computer viruses;
  - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
  - war, revolution or any similar event;
  - pollution or contamination which was:
    - the result of a deliberate act;
    - expected and not the result of a sudden, unexpected and identifiable incident.



# Our complaints procedure

Details of complaints procedures for **parts A to D** are shown below. Details for **parts E – G** are included in those **parts of your policy** where applicable.

## Our commitment to customer service

**We** are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

## Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with **your** usual contact at **Zurich** as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**. (For example on **your** welcome or renewal communication or on claim acknowledgement letters.)

Alternatively **you** can contact **us** for any policy related issues as below:

Telephone: 0800 408 0979

By post: Customer Liaison Department  
Zurich Insurance plc  
Shurdington Road  
Cheltenham  
GL51 4UE

## Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

## Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case.

**We** will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phone and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

## The Financial Services Compensation Scheme (FSCS)

This applies to all parts of the policy except where specifically overridden.

**We** are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if **we** are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Important Notes

Details of how **your** data is used for **parts A – D** are shown below. Details for **parts E – G** are included in those **parts of your policy** where applicable.

## Who controls my personal information?

This notice tells **you** how Zurich Insurance plc, as data controller, will deal with **your** personal information. Where Zurich introduces **you** to a company outside the group, that company will tell **you** how **your** personal information will be used.

**You** can ask for further information about **our** use of **your** personal information or complain about its use in the first instance, by contacting **our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If **you** have any concerns regarding **our** processing of **your** personal information, or are not satisfied with **our** handling of any request by **you** in relation to **your** rights, **you** also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information will you collect about me?

**We** will collect and process the personal information that **you** give **us** by phone, e-mail, filling in forms on **our** website, or otherwise and when **you** report a problem with **our** website. **We** also collect personal information from **your** appointed agent such as **your** trustee, broker, intermediary or financial adviser and from other sources, for verification purposes, such as credit reference agencies, other insurance companies, information **you** have volunteered to be in the public domain and other industry-wide sources.

The type of personal information **we** may collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

In providing Zurich with personal information on other individuals on **your policy**, **you** agree that **you** have their permission to do so or **you** are managing the contract on another's behalf.

## Who do you share my personal information with?

Where necessary or required **we** may need to share **your** personal information for the purposes of providing **you** with the goods and services with the types of organisation described below:

- associated companies including reinsurers, suppliers and service providers
- introducers and professional advisers;
- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations;
- other insurance companies.

## How do you use my personal information?

**We** and **our** selected third parties will only collect and use **your** personal information (i) where the processing is necessary in connection with providing **you** with a quotation and/ or contract of insurance and/or provision of financial services that **you** have requested; or (ii) for **our** "legitimate interests". It is in **our** legitimate interests to collect **your** personal information as it provides **us** with the information that **we** need to provide **our** services to **you** more effectively including providing **you** with information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which **we** will collect and use **your** personal information are:

1. to provide **you** with a quotation and/or contract of insurance;
2. to identify **you** when **you** contact **us**;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service **we** provide to **you**;
6. to administer **our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.



## Important Notes (continued)

We will contact **you** to obtain consent prior to processing **your** personal information for any other purpose, including for the purposes of targeted marketing unless **we** already have consent to do so.

### How do you use my personal information for websites and email communications?

When **you** visit one of our websites **we** may collect information from **you** such as, **your** email address, IP address and other online identifiers. This helps **us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

**We** may use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to **your** computer. A pixel tag is an invisible tag placed on certain pages of our website but not on **your** computer. Pixel tags usually work together with cookies to assist **us** to provide **you** with a more tailored service. This allows **us** to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

### How do you transfer my personal information to other countries?

Where **we** transfer **your** personal information to countries that are outside of the European Union **we** will ensure that the transfer is carried out in a compliant manner and appropriate safeguards are in place. A copy of our security measures for information transfer can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### How long do you retain my personal information for?

**We** will retain and process **your** personal information for as long as necessary to meet the purposes outlined in the notice provided to **you** at the time of collection of **your** personal information.

These periods of time are subject to legal and regulatory requirements (for example those set out by HMRC and the FCA), or to enable **us** to manage our business.

### What are my Data Protection rights?

**You** have a number of rights under the data protection laws, namely:

- to access **your** data (by way of a subject access request);
- to have **your** data rectified if it is inaccurate or incomplete;

- in certain circumstances, to have **your** data deleted or removed;
- in certain circumstances, to restrict the processing of **your** data;
- a right of data portability, namely to obtain and reuse **your** data for **your** own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on **you**;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if **we** are processing **your** personal information with **your** consent, **you** have the right to withdraw **your** consent at any time.

**We** will, for the purposes of providing **you** with a contract of insurance, processing claims, reinsurance and targeted marketing, process **your** personal information by means of automated decision making and profiling where **we** have a legitimate interest or **you** have consented to this.

### What happens if I fail to provide my personal information to you?

If **you** do not provide the required personal information to provide **you** with the services **you** have requested **we** will not be able to provide **you** with a contract or assess future claims.

### How do you use my claims history?

Under the conditions of this **policy** **you** must tell **us** when **you** become aware of any incident that could give rise to a claim under this **policy**, whether or not it is **your** intention to claim.

When **you** tell **us** about an incident or claim, **we** may pass information to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau (MIB), and other relevant databases.

**We** and other insurers 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.

This helps to check information provided and prevent fraudulent claims.

## Important Notes (continued)

### Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check **your** personal data against counter fraud systems;
- use **your** information to search against various publicly available and third party resources; use industry fraud tools including undertaking credit searches and to review **your** claims history;
- share information about **you** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **you** provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, Zurich may register **your** name on the Insurance Fraud Register, an industry wide fraud database.

### Checking your information

Please be aware, although **we** may undertake checks to verify **your** details, it is **your** responsibility to ensure all information provided by **you** is accurate and complete. If **we** are given wrong information **you** may not be covered or claims may not be settled in full. See Conditions 4 and 7 (pages 6 and 7)

## Contacting us

If **you** have any questions about **your** policy or would like to discuss any other insurance needs, please feel free to contact **us** at [www.zurich.co.uk](http://www.zurich.co.uk) or call **us** on 0800 408 0975.

### Legal Advice Helpline

The Legal Advice helpline is provided free of charge (even if **you** do not have legal expenses cover). To make use of this service please phone the legal expenses helpline on 0344 893 8164.

### Making a claim

Making a claim under this **policy** could not be easier.

**To report a claim under the buildings, contents, personal possessions and garden parts call the helpline on:**

**0800 026 1751**

The claims helpline is available 24 hours a day, 365 days a year.

**When you contact us about a claim, you will need to tell us:**

- ✓ **Your names, address and telephone number(s)**
- ✓ **The place where the loss or damage occurred**
- ✓ **What caused the loss or damage**

If **you** are calling **us** about a claim that **you** have already told **us** about, **our** team will be available Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

If **you** have purchased optional **Home emergency expenses**, please use the contact details below in the event of an emergency.

### Optional add on cover

Your **statement of insurance** will show whether **you** have cover under these **parts**.

**Legal Expenses** 0344 893 8164 (24 hour)

**Home Emergency Expenses** 0344 493 2843 (24 hour)

**Personal Accident Cover** 0370 241 4539

If **you** have problems reading this booklet, **you** can always call our Customer Services on 0800 408 0975 for a large font or Braille version.

# Part A Buildings

**Buildings** are defined as:

- the main structure of **your** home at the address shown in **your statement of insurance**, including its permanent or soon-to-be fitted fixtures and fittings if they are **your** property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of **your** home;
- ornamental ponds or fountains, swimming pools and tennis courts;
- professionally designed, built and installed solar panel equipment;
- central-heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television-receiving equipment or television and radio aerials.

## Events

We cover sudden and unexpected loss of or physical damage to the **buildings** caused by events 1 to 13 (and 14 if 'accidental damage for **buildings**' is shown in **your statement of insurance**).

We do not cover events 3, 6, 8, 10 or 11 when the home is **unoccupied**.

1. Fire, lightning, explosion or earthquake.
2. Riot.
3. Malicious damage, but not if caused by **you** or **your family**, tenants or paying guests.
4. Aircraft, animals or vehicles hitting the **buildings**.
5. Storm or flood, but not to fences, gates, hedges or railings.
6. Theft or attempted theft unless this is caused by deception.
7. Subsidence or ground heave of the site that **your buildings** stand on or landslip other than:
  - from the coast or a river bank being worn away;
  - damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;

- to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;
  - from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design.
8. Escape of water from any fixed appliance, pipe, tank or fish tank, and damage to these items caused by freezing or forcible and violent bursting.
  9. Falling trees or branches, lampposts or telegraph poles.
  10. Oil leaking from any fixed appliance, pipe or tank.
  11. Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.
  12. Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
  13. Accidental damage to cables and underground pipes serving your home including the cost of breaking into and repairing the pipe between the main sewer and your home following a blocked pipe.
  14. Accidental damage to the **buildings** (if 'accidental damage for **buildings**' is shown in **your statement of insurance**) but not damage:
    - we exclude under events 1 to 13;
    - caused by a person the home is lent, let or sublet to;
    - caused by a person **you** employ to carry out maintenance or repair work.



## Your liability to others

15. **We** cover your legal liability:

- as owner of the **buildings** and their land, but not as occupier;
- resulting from **you** previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

to compensate others if, following an accident during the **period of insurance**, someone dies, is injured, falls ill or has their property damaged.

The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is £2,000,000.

**We** will not pay if the liability arises from:

- the death, injury or illness of **you** or **your family** or any person employed by **you** or **your family**;
- loss or damage to any property that **you** or **your family** own or are responsible for;
- a contract that says **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for.

## Extra cover

16. **Alternative accommodation** – if **your** home is not fit to live in following loss or damage covered by this **part**, **we** will pay:

- the reasonable cost of similar alternative accommodation for **you** and **your** pets;
- ground rent which **you** have to pay;
- rent which should have been paid to **you**.

This will apply during the time needed to restore **your** home to a condition which is fit to live in.

The most **we** will pay is £25,000.

17. **Replacing locks** – **we** will pay up to £1,000 for replacing the locks to **your** home if **you** lose **your** house keys anywhere in the world.

18. **Tracing a leak** – **we** will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the **buildings** when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the **buildings**.

19. **Emergency access** – **we** will pay the costs incurred following loss or damage to the **buildings** caused by the police or emergency services in gaining access to **your** home in connection with a medical emergency or to help prevent loss or damage to the home.

The most **we** will pay for any incident of loss or damage is £1,000.

20. **Selling your home** – if at the time of a claim **you** have contracted to sell **your** home, the buyer will have the benefit of this **part** as long as the purchase is completed.

## Settling claims

**We** will decide whether to repair, replace, make a cash payment or reinstate the damaged part of the **buildings** and **we** will have the option to do this by using one of our suppliers.

**We** will pay the full cost of the work, including any professional, demolition or local authority costs or fees **we** have agreed, as long as the work is finished without delay. If the work is not carried out, **we** will pay the reduction in the market value of **your** property that resulted from the damage. However, **we** will not pay more than the cost to **us** of using **our** preferred supplier for the repair or replacement of the **buildings**.

**We** will take off an amount for wear and tear if **your buildings** are not properly maintained or **your sum insured** is less than the actual cost of rebuilding **your** home in the same form, size and condition as new.

See '**Your** duty to check information and tell **us** of any changes' under 'Conditions which apply to the whole of this **policy**'.

When **we** pay **your** claim **we** will take off the amount of the **excess** shown in **your statement of insurance**. This does not apply under '**Your** liability to others' and 'Extra cover 16.'

The most **we** will pay is the limits shown in the **policy** or the **sum insured** shown in **your statement of insurance**.

# Part B

## Contents

Contents are defined as:

- household goods and **personal property**;
- **valuables** and **high risk items** up to £1,500 unless specified;
- satellite television-receiving equipment and television and radio aerials;
- **money** or the unauthorised use of a charge, credit or debit card up to £500 (**you** and **your family** must keep to **your** card issuer's conditions);
- bicycles up to £350 for any one bicycle including accessories;
- office equipment used for **your** business, profession or trade up to £5,000;
- loss of oil or metered water up to £1,000 following accidental damage to the water or heating system.

Contents are not:

- **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure of **your** home or its decorations or permanent fixtures and fittings;
- items **you** have more specifically insured by this or any other **policy**.

### Events

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (and 14 if 'accidental damage for **contents**' is shown in **your statement of insurance**) to the **contents** in **your** home that:

- **you** or **your family** own or which **you** or they are responsible for;
- are owned by visitors to **your** home or **your** domestic employees who live in **your** home.

We do not cover events 3, 6, 8, 10 or 11 when the home is **unoccupied**.

We will not pay more than:

- £250 for **contents** belonging to **your** visitors or **your** domestic employees;
- £5,000 for theft of **contents** which are stored in garages or outbuildings at **your** home.

1. Fire, lightning, explosion or earthquake.
2. Riot.
3. Malicious damage, but not if caused by **you** or **your family**, tenants or paying guests.
4. Aircraft, animals or vehicles hitting the **buildings**.
5. Storm or flood.
6. Theft or attempted theft but not:
  - if caused by deception;
  - while the home is lent, let or sublet unless violence and force are used to break into or out of **your** home.
7. Subsidence or ground heave of the site **your buildings** stand on, or landslip.
8. Escape of water from any fixed appliance, pipe, tank or fish tank.
9. Falling trees or branches, lampposts or telegraph poles.
10. Oil leaking from any fixed appliance, pipe or tank.
11. Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
12. Breakage or collapse of satellite television-receiving equipment or television and radio aerials.



13. Accidental damage to:

- audio, hi-fi, television (including satellite receivers and set top boxes), video game consoles, DVD, video or telecommunication equipment but not mobile phones;
- computers (but not laptop computers, computer software, hand-held computers or electronic toys);
- satellite television-receiving equipment or television and radio aerials.

14. Accidental damage to the **contents** (if 'accidental damage for **contents**' is shown in **your statement of insurance**) but not damage:

- **we** exclude under events 1 to 13;
- caused by a person the home is lent, let or sublet to;
- to clothing or contact lenses;
- to **contents** in the open.

#### Your liability to others

15. **We** cover **you** or **your family** for any legal liability **you** have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the **period of insurance**, someone dies, is injured, falls ill or has their property damaged.

The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is:

- £10,000,000 for an accident to **your** domestic employees;
- £2,000,000 for an accident to any other person or property.

**We** will not pay if the liability arises from **you** or **your family**:

- owning **your** home;
- owning or occupying any other premises;
- owning or using **vehicles and craft** (other than hand or foot-propelled boats that **you** or they do not own).

**We** will not pay if the liability arises from:

- death, injury or illness of **you** or **your family**;
- loss of or damage to any property owned by **you**, **your family** or **your** domestic employees or that **you** or they are responsible for;
- **you** or **your family** passing on any illness or virus;
- a contract that says **you** or **your family** are liable for something which **you** or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the **United Kingdom**).

#### Extra cover

16. **Contents in the open** – **we** will pay up to £1,000 for loss or damage caused by events 1 to 10 to **contents** in the open within the boundaries of **your** home.

17. **Temporary removal** – **we** will pay up to £5,000 for loss of or damage to **your contents** while temporarily removed from **your** home to within the **United Kingdom** or the Republic of Ireland caused by:

- events 1, 2, 4, 5 and 6 to 9;
- theft from:
  - a deposit box in a bank;
  - a building where **you** or **your family** work;
  - a house or flat where **you** or **your family** are temporarily living;
  - any other building, including a hall of residence, as long as violence and force are used to break into or out of the building.

**We** will not pay for:

- loss of or damage to **contents**:
  - removed for sale, exhibition or storage;
  - in the open caused by storm or flood;
- theft of **money** from a building where **you** or **your family** work;
- loss of or damage to office equipment including laptop computers.

18. **Moving to a new home** – we will pay for sudden and unexpected loss of or physical damage to **your contents** (but not **money**) while they are being moved to **your** new permanent home in the British Isles by professional removers. This includes while they are temporarily stored for up to seven days in furniture storage.

**We** will not pay for:

- damage to china, glass and similar brittle items, unless they have been packed by professional packers;
- loss or damage that is not reported to **us** within seven days of **your contents** being delivered to **your** new home.

19. **Gifts** – we will increase **your sum insured** by £5,000:

- one month before and after Christmas or other religious festival to cover gifts and related additional purchases;
- one month before and after the wedding day of **you** or any member of **your family** to cover wedding gifts and related purchases in **your** home, at the reception, in the couple's marital home or being transported between any of these places.

20. **Tenant's cover** – if **you** are the tenant of **your** home, **we** will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the **buildings part** to any:

- fixtures and fittings, greenhouses and sheds **you** have installed at **your** home and for which **you** are responsible;
- part of the structure, decorations, fixtures and fittings of **your** home that **you** are responsible for as a tenant under a tenancy agreement.

The most **we** will pay is £5,000.

21. **Alternative accommodation** – if **your** home is not fit to live in following loss of or damage to **contents** for which **we** will pay a claim under this **part**, **we** will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including **your** pets), or ground rent which **you** have to pay, for the time necessary for **your** home to be restored to a condition which is fit to live in.

22. **Replacing locks** – we will pay up to £1,000 for replacing the locks to **your** home if **you** lose **your** house keys anywhere in the world.

23. **Prams and wheelchairs** – we will pay up to £500 if **your** pram or wheelchair is stolen or damaged anywhere in the **UK**. Accessories are only covered if they are stolen with **your** pram or wheelchair.

24. **Frozen food** – we will pay the reasonable cost of replacing food and drink in **your** fridge or freezer that **you** cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.

25. **Title deeds** – we will pay up to £500 to replace the title deeds of **your** home following loss or damage caused by events 1 to 10 while they are in **your** home or in the offices of **your** mortgage lender, solicitor or bank.

26. **Downloaded music and other information** – we will pay for the cost of replacing music and other downloaded information **you** have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8. **We** will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most **we** will pay for any one event is £2,500.

### Settling claims

**We** will decide whether to repair, make a cash payment, or replace an item as new if available (or otherwise with the nearest equivalent) and **we** will have the option to do this by using one of **our** suppliers. If **we** can offer a repair or a replacement but **we** agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to **us** by **our** preferred supplier. If the item cannot be repaired or replaced, with a like replacement by using one of **our** preferred suppliers, **we** will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other form of proof of ownership to help substantiate **your** claim.

**We** will have the option to use one of **our** suppliers to validate the loss or repair.

**We** will take off an amount for wear and tear:

- on clothing and household linen that cannot be repaired;
- if **your sum insured** is less than the full cost of replacing all **your contents** as new.

See 'Your duty to check information and tell **us** of any changes' under 'Conditions which apply to the whole of this policy'.

When **we** pay **your** claim **we** will take off the amount of the **excess** shown in **your statement of insurance**. This does not apply under 'Your liability to others' and Extra cover 21.

The most **we** will pay for **valuables** is the limit shown in **your statement of insurance**.

The most **we** will pay is the **sum insured** or the limits shown in **your statement of insurance** or in the **policy**.

# Part C

## Personal Possessions

### Events

We cover, anywhere in the world, sudden and unexpected loss of or physical damage to the unspecified **personal possessions**, **specified personal possessions**, specified bicycles and specified laptops shown on your **statement of insurance** that are owned by **you** or **your family** or for which **you** or they are responsible.

We will not pay for:

- theft from an unattended motor vehicle unless the vehicle was securely locked and the property was hidden in a glove or luggage compartment;
- unauthorised use of a charge, credit or debit card by **you** or a member of **your family**;
- theft of a bicycle if left unattended away from **your** home unless it is securely locked to a permanent structure or in a locked building;
- theft of bicycle accessories, unless they are stolen with the bicycle;
- loss of or damage to:
  - sports equipment while it is being used;
  - contact lenses;
  - a bicycle while **you** are using it for racing, pacemaking or trials;
  - household goods;
  - **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
  - deeds and documents;
  - documents and certificates showing ownership of shares, bonds and other financial investments;
  - laptops unless specified.

### Unspecified personal possessions

The most we will pay is:

- up to £1,500 for any item of clothing, sports equipment or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards;
- up to £350 for any one unspecified bicycle including accessories;
- up to £500 for loss of **money** or the unauthorised use of a charge, credit or debit card. **You** and **your family** must keep to **your** card issuer's conditions.

We will not pay more than the **sum(s) insured** shown in **your statement of insurance**.

### Specified personal possessions

The most we will pay is the **sum insured** for each **specified personal possession**, specified bicycle or specified laptop shown in the **statement of insurance**.

### Settling claims

We will decide whether to repair, make a cash payment, or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced, with a like replacement by using one of our preferred suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other form of proof of ownership to help substantiate your claim.

We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear:

- on clothing that cannot be repaired;
- if your **sum insured** is less than the full cost of replacing all your specified or unspecified items as new.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of this policy'.

When we pay your claim we will take off the amount of the **excess** as shown in **your statement of insurance**.

# Part D

## Garden Cover

**Garden** is defined as the flowerbeds, lawns, plants, shrubs or trees, ornaments or statues in the grounds within the boundaries of **your** home. This includes flowers, plants, shrubs or trees in pots or containers.

### Events

We cover sudden and unexpected loss of or physical damage to **your garden** caused by events 1 to 7.

We do not cover events 3 or 6 when the home is **unoccupied**.

1. Fire, lightning, explosion or earthquake.
2. Riot.
3. Malicious damage, but not if caused by **you** or **your family**, tenants or paying guests.
4. The **garden** being damaged by vehicles, livestock or aircraft but not garden machinery, or any other vehicles used in the **garden**.
5. Storm or flood but not:
  - frost damage;
  - flood damage to lawns.
6. Theft or attempted theft.
7. Falling trees or branches, satellite dishes, aerials, masonry, lampposts or telegraph poles.

### Extra cover

**Storm or flood** – We cover loss or damage by storm or flood to fences, gates, hedges or railings at the home as long as the main structure of **your** home, private garages or domestic outbuildings are damaged at the same time by the same cause.

### Settling claims

We will decide whether to repair or replace any item that is lost or damaged. If it cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

The most we will pay is £2,500 plus up to £250 towards the cost of removing fallen trees or branches.

We may use one of **our** suppliers to validate the claim. When we pay **your** claim we will take off the amount of the **excess** as shown in **your statement of insurance**.

# Part E

## Legal Expenses

Your **statement of insurance** will show whether you have cover under this **part**.

### Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this **part**. These definitions apply to this **part** only.

The conditions and exclusions on pages 6 to 9 apply in addition to any other condition or exclusion stated in this **part**.

**Costs and expenses** – All reasonable and necessary costs chargeable by the **representative** and agreed by **us** in accordance with **our standard terms of appointment**. **We** will also pay the costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement.

**Date of occurrence** – 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 the **insured person** first became aware of it.)

**Insured person** – **You**, and any member of **your family** who always lives with **you**. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this **part** must have **your** agreement to claim.

**Period of insurance** – The period for which **we** have agreed to cover the **insured person**.

**Preferred law firm** – A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to **our standard terms of appointment**.

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

**Representative** – The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

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

**Territorial limit** – For insured incidents 2. Contract Disputes and 3. Personal Injury:

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

For all other insured incidents:

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

**We/Us/Our** – DAS Legal Expenses Insurance Company Limited.

**You/Your** – The person named as the policyholder on **your statement of insurance**.

**Zurich** – Zurich Insurance plc.

### Legal Expenses

This **part** covers the **insured person**. **We** agree to provide the insurance in this **part**, as long as:

- the **date of occurrence** of the insured incident is during the **period of insurance**; and
- the insured incident occurs within the **territorial limits**; and
- the premium has been paid; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- **reasonable prospects** exist for the duration of the claim.

**We** will pay a **representative**, on an **insured person's** 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; and
- the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**; and

- in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist; and
- for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this **part**, **we** 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.

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside **our standard terms of appointment** and these will not be paid by **us**.

## Insured incidents

### 1. Employment Disputes

We will negotiate for the **insured person's** legal rights in a dispute arising from their contract of employment

#### What is not covered under employment disputes

Any claim relating to:

- (1) employer's disciplinary hearings or internal grievance procedures;
- (2) personal injury solely;
- (3) a compromise agreement while the **insured person** is still employed.

### 2. Contract Disputes

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

- (a) the buying or hiring in of any goods or services; or
  - (b) the selling of any goods;
- provided that:
- (i) the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
  - (ii) the amount in dispute is more than £250.

### What is not covered under contract disputes

Any claim relating to:

- (1) a motor vehicle owned by or hired or leased to an **insured person**;
- (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 over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing.
- (5) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters.

### 3. Personal injury

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

#### What is not covered under personal injury

A claim relating to:

- (1) any illness or bodily injury which happens gradually; or
- (2) defending an **insured person's** legal rights, but defending a counter-claim is covered;
- (3) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**;
- (4) clinical negligence.

### 4. Clinical Negligence

We will negotiate for an **insured person's** legal rights where it is alleged that an identified negligent act of surgery or identified negligent clinical or medical procedure has caused death or bodily injury to the **insured person**.

#### What is not covered under clinical negligence

- (1) the failure or alleged failure to correctly diagnose the **insured person's** condition;
- (2) Psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

## 5. Property Protection

We will negotiate for an **insured person's** legal rights in a civil dispute relating to the **insured person's** principal home, or **personal possessions**, that they own, or are responsible for following:

- (1) an event which causes physical damage to such material property, provided that the amount in dispute is more than £250;
- (2) a legal nuisance (meaning unlawful interference with an **insured person's** use or enjoyment of their home, or some right over, or in connection with it); or
- (3) a trespass.

### What is not covered under property protection

1. A claim relating to:
  - (1) a contract entered into by an **insured person**;
  - (2) any building or land other than **your** principal home;
  - (3) someone legally taking an **insured person's** property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** 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) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from the **insured person** or of which the **insured person** is trying to take possession)
  - (7) the enforcement of a covenant by or against the **insured person**.
2. Defending a claim relating to an event that causes physical damage to property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

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

## What is not covered under the whole of this Legal Expenses part

1. A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider that its position has been prejudiced;
2. **Costs and expenses** incurred before written acceptance of a claim by **us**.
3. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
4. A legal action an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
5. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
6. A dispute with **us** not otherwise dealt with under Condition 8 of this **part**
7. **Costs and expenses** arising from or in relation to judicial review, coroner's inquest or fatal accident inquiry.
8. A claim caused by, contributed to by, or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
9. Any claim where the **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
10. Any claim where the **insured person** is not represented by a law firm, barrister or tax expert.

## Legal Expenses Conditions

The following conditions apply to the Legal Expenses part

You must also refer to the conditions and exclusions on pages 6 to 9.

1. (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as the **insured person's representative** to deal with their claim. They will try to settle the claim by negotiation without having to go to court.  
(b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the appointed **representative**.  
(c) If the **insured person** chooses a law firm as their appointed **representative** who is not a **preferred law firm**, **we** will give the **insured person's** 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 **our standard terms of appointment**.  
(d) The appointed **representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
2. (a) The **insured person** must co-operate fully with **us** and the appointed **representative**.  
(b) The **insured person** must give the appointed **representative** any instructions that **we** ask the **insured person** to communicate.
3. (a) The **insured person** must tell **us** if anyone offers to settle a claim. The **insured person** must not negotiate or agree to a settlement without **our** written consent.  
(b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay the **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in the **insured person's** name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
4. (a) The **insured person** must instruct the appointed **representative** to have legal costs taxed, assessed or audited if **we** ask for this.  
(b) The **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.
5. If the appointed **representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses the appointed **representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another appointed **representative**.
6. If the **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the appointed **representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses** **we** have paid.
7. **We** may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between the **insured person** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. If there is a disagreement between the **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
9. The **insured person** must:
  - (a) keep to the terms and conditions of this **policy**
  - (b) take reasonable steps to avoid and prevent claims
  - (c) take reasonable steps to avoid incurring unnecessary costs
  - (d) send everything **we** ask for, in writing, and
  - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
10. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this **part** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the **part** in relation to any third-party rights or interest.
11. If any claim covered under this **part** is also covered by another policy, or would have been covered if this **part** did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
12. This **part** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this **part** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### Cancellation

If **you** cancel **your Zurich Home Insurance policy**, cover under this **part** shall cease. Please refer to condition 5 on page 6 of this **policy** for full cancellation conditions.

### Making a claim

#### This procedure applies to the Legal Expenses part only

Telephone **us** on 0344 893 8164. **We** will ask about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this **part**, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but will pass the information **you** have provided to the claims-handling team and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to the claims department at the following address:

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

### Legal Advice Helpline

If **you** do not have legal expenses cover, **you** can still use the Legal helpline as legal advice is provided free of charge without having to have legal expenses cover in addition.

**We** provide these services 24 hours a day, seven days a week during **the period of insurance**. To help **us** check and improve service standards, **we** record all calls. Please do not phone **us** to report a general insurance claim.

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

To make use of this service please phone 0344 893 8164. **We** will not accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

### Our Complaints Procedure

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address.

Or you can phone us on 0344 893 9013 or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

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

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

Exchange Tower | Harbour Exchange Square | London | E14 9SR

You can also contact them on: 0800 023 4567 (free from a landline), or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: PO Box 6806 | Wolverhampton | WV1 9WJ

You can also contact them by telephone on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Conduct Authority.

### Data protection

To comply with data protection regulations we are committed to processing the insured persons personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including the insured persons name, address, date of birth, email address and, on occasion, dependent on the type of cover the insured persons have, sensitive information such as medical records. This is for the purpose of managing the insured persons products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain the insured persons personal information either directly from the insured persons, the third party dealing with the insured persons claim or from the authorised partner who sold the insured persons the policy.

### Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured persons personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How we will use your information

We may need to send the insured persons information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured persons to ask for the insured persons feedback, or members of the DAS UK Group. If the insured persons policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the insured persons have, the insured persons information may also be sent outside the EEA so the service provider can administer the insured persons claim.

We will take all steps reasonably necessary to ensure that the insured persons data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured persons** personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share the **insured persons** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via our website.

#### What is our legal basis for processing your information?

It is necessary for us to use the **insured persons** personal information to perform our obligations in accordance with any contract that we may have with the **insured persons**. It is also in our legitimate interest to use the **insured persons** personal information for the provision of services in relation to any contract that we may have with the **insured persons**.

#### How long will your information be held for?

We will retain the **insured persons** personal data for 7 years. We will only retain and use the **insured persons** personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If the **insured persons** wish to request that we no longer use the **insured persons** personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

#### What are your rights?

The **insured persons** have the following rights in relation to the handling of the **insured persons** personal data:

- The **insured persons** have the right to access personal data held about the **insured persons**
- The **insured persons** have the right to have inaccuracies corrected for personal data held about the **insured person**
- The **insured persons** have the right to have personal data held about the **insured persons** erased

- The **insured persons** have the right to object to direct marketing being conducted based upon personal data held about the **insured persons**
- The **insured persons** have the right to restrict the processing for personal data held about the **insured persons**, including automated decision-making
- The **insured persons** have the right to data portability for personal data held about the **insured persons**.

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

#### How to make a complaint about the processing of personal data

If the **insured persons** are unhappy with the way in which the **insured persons** personal data has been processed the **insured persons** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured persons** remain dissatisfied then the **insured persons** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

**DAS Head and Registered Office:**

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

Registered in England and Wales | Company Number 103274 |  
Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

**DAS Law Limited Head and Registered Office:**

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | Company Number 5417859 |  
Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).



# Part F

## Home Emergency Expenses

ARAG plc is authorised to administer this insurance on behalf of the insurer AmTrust Europe Limited. AmTrust Europe Limited is registered in England and Wales number 1229676 Registered address: Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202189. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

This part is administered by ARAG plc under a binding authority agreement with AmTrust Europe Limited. AmTrust Europe Limited liability is several and they are liable for their proportion of liability in respect of this only and have no liability for any other insurers' proportion or in respect of any other cover of this **policy**.

Your **statement of insurance** will show whether **you** have cover under this **part**.

### Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear in this **part**. These definitions apply to this **part** only.

The conditions and exclusions on pages 6 to 9 apply in addition to any other condition or exclusion stated in this **part**.

**Contractor** – the contractor or tradesman appointed by **us** to act on **your** behalf.

### Costs & Expenses –

- a) costs reasonably and properly charged by the **contractor**
- b) alternative accommodation costs incurred under What is Covered, Insured Event 9.

**Home Emergency** – a sudden unexpected event occurring during the **period of insurance** which in **our** opinion requires immediate remedial action in order to:

- a) prevent damage or avoid further damage to the home, and/or
- b) render the home safe or secure, and/or
- c) restore the main services to the home, and/or
- d) alleviate any health risk to **you**.

**Insurer** – Brit Syndicates 2987 at Lloyd's.

**Vermin** – Brown or black rats, house or field mice, and wasps' or hornets' nests.

**We/Us/Our** – ARAG plc.

**Zurich** – Zurich Insurance plc.

### Home Emergency Expenses

The home emergency expenses **part** sets out all the circumstances in which **you** can make a claim. It is not a maintenance contract and does not protect **you** against every loss.

ARAG plc will provide claims services under this **part** under an agreement with the **insurer** following an insured event that causes a **home emergency** provided that:

- **your** home is located in the **UK**,
- the claim is reported to **us**
  - during the **period of insurance**
  - immediately after **you** first become aware of circumstances which could give rise to a claim under this **part**
- **you** always agree to use the **contractor** nominated by **us** in any claim.

## Home emergency expenses benefits

What is covered

Following a **home emergency** that arises from any of the following insured events the **insurer** will pay **your costs & expenses** up to £500.

### 1. Main Heating System

The total failure or breakdown of the main heating system in the home.

### 2. Plumbing, Drainage & Guttering

The sudden damage to, or blockage or breakage or flooding of;

- (i) the drains and plumbing system, and
- (ii) provided that **you** own **your** home the guttering or downpipes likely to cause damage to the home or its **contents**.

### 3. Home Security

Damage to or the failure of external doors, windows or locks which compromises the security of the home.

### 4. Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the home.

### 5. Domestic Power Supply

The failure of the home's domestic electricity or gas supply.

### 6. Lost Keys

The loss of the only available keys if **you** cannot replace them to gain access to the home.

### 7. Vermin Infestation

**Vermin** causing damage inside the home or a health risk to **you**.

### 8. Roof Damage

Damage to the roof of the home where internal damage has been or is likely to be caused and provided that **you** own **your** home.

### 9. Alternative Accommodation Costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the home unsafe, insecure or unreasonably uncomfortable to stay in overnight.

What is not covered

**You** are not covered for any claim arising from or relating to:

1. **costs & expenses** which have been incurred before **we** accept a claim.
2. an insured event which happens within the first 48 hours if **you** take out this **part** at a different date from other **parts** under this **policy**.
3. **costs & expenses** where there is no one at home when the **contractor** arrives.
4. any matter occurring prior to, or existing at the start of cover under this **part**, and which **you** knew or ought reasonably to have known could give rise to a claim under this **part**.
5. any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions.
6. a central heating boiler which:
  - a) is more than 15 years old and/or;
  - b) has not been serviced every twelve months.
7. LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr.

8. the cost of making further permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of the home.
9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
10. damage incurred in gaining access to the home.
11. the failure to maintain any system or equipment or replacing parts that gradually wear and tear over time.
12. garages, outbuildings, boundary walls, fences, hedges, cesspits, fuel tanks or septic tanks.
13. goods or materials covered by a manufacturer, suppliers' or installers' warranty.
14. the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
15. a claim covered by another home emergency assistance policy, or any claim that would have been covered by any other policy if this **part** did not exist.
16. subsidence, landslip or heave.
17. replacing or adjusting any decorative part of any equipment.
18. **your** home being left **unoccupied** for more than 30 days at one time.
19. blockage of supply of waste pipes to the home due to freezing weather conditions.

### Home emergency expenses conditions

**You** must also refer to the Conditions and Exclusions on pages 6 to 9.

Failure to keep to any of these conditions may lead the **insurer** to cancel **your policy**, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **costs & expenses** from **you** should this occur.

## 1. Your Responsibilities

**You** must

- (a) observe and keep to the terms of the **policy**
- (b) not do anything that hinders **us** or the **contractor** to assist **you** if **you** have a **home emergency**
- (c) tell **us** immediately after first becoming aware of any **home emergency**
- (d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- (e) cooperate fully with the **contractor** and **us**
- (f) provide **us** with everything **we** need to help **us** handle the claim
- (g) take reasonable steps to recover **costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- (h) minimise any **costs & expenses** and try to prevent anything happening that may cause a claim
- (i) allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

## 2. Our Consent

**We** must give **you** **our** consent to incur any **costs & expenses**. The **insurer** does not accept any liability for **costs & expenses** incurred without **our** consent.

## 3. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim, **we** will try to resolve this through **our** internal complaints handling procedures described on the next page of this **part**. If **you** remain dissatisfied **you** can refer the dispute to the Financial Ombudsman Service. Further information about the Financial Ombudsman service can be found on page 10 of this **policy**.

## 4. Cancellation

If **you** cancel **your Zurich Home Insurance policy**, cover under this **part** shall cease. Please refer to condition 5 on page 6 of this **policy** for full cancellation conditions.

### How to make a claim

If **you** have a **home emergency** please contact **us** on 0344 493 2843 as soon as **you** become aware of the problem providing **your** name, address and the nature of the problem.

**We** will record **your** details and then decide on the best course of action to limit **your** loss &/or repair the damage. If the incident relates to a **home emergency** covered under this **part we** will instruct a member of **our** emergency contractor network. Please note that severe weather conditions and remote locations may affect normal standards of service.

It is important **you** do not call out **your** own contractors as the **insurer** will not pay their charges and it could invalidate **your** cover.

If **you** need to claim for alternative accommodation **you** must get **our** agreement to incur any costs before booking accommodation. **You** will need to settle the bill and claim reimbursement back from **us**.

If the incident is not covered by this **part** then **we** can still provide assistance which will be at **your** own cost. This may also be an event covered by **part A** or **B** of this **policy** and **we** will seek to advise **you** accordingly.

**You** must report any major emergency which could result in injury or serious damage to the property or anyone inside of it to the Emergency Services or the company that supplied the service.

**Your** call may be recorded for training and security purposes and will be answered as soon as possible.

### Our Complaints Procedure

#### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises please contact **us** using the number **you** rang to report **your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department, where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly; **we** can be reached in the following ways:

- 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).
- customerrelations@arag.co.uk
- ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

#### Step 2

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:

- 0800 0234 567 or 0300 123 9123
- complaint.info@financial-ombudsman.org.uk
- Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon the insurer, but **you** are free to reject it without affecting **your** legal rights.

# Part G

## Personal Accident Cover

Your **statement of insurance** will show whether you have cover under this **part**.

### Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear. These definitions apply to this **part** only and are supplementary to the definitions listed on pages 4 to 5 of **your Zurich home insurance policy book**.

The conditions and exclusions described on pages 6 to 9 of **your Zurich home insurance policy book** apply in addition to any other condition or exclusion stated in this **part**.

**Accident/Accidental** – means a sudden and unforeseen event which occurs after the cover start date resulting in **bodily injury**.

**Benefit** – the amount stated in the table of benefits.

**Bodily injury** – any injury which is caused directly or indirectly by accidental means and which within 104 weeks from the date of the accident shall, solely and independently of any other cause, result in the **insured person's death, loss of limb(s), loss of eye(s), loss of hearing, loss of speech, disablement or hospitalisation**.

**Children** – all unmarried children of the **participating customer** and/or their **partner** who are under age 18 years, or 23 if in full time education at the date of **bodily injury**.

**Effective date** – the day, month and year shown in **your statement of insurance** or endorsement. This is the date when cover commences under this **part**.

**Effective time** – whilst an **insured person** is within the legally recognised boundary of the **insured property** including any outbuildings, common areas, or whilst working on the boundary of the **insured property**.

**Hospital cash** – means the amount per day shown in the table of benefits. This is payable for each full day of **hospitalisation** for up to 180 days in total from the first day of admission. Stays of less than 24 hours will not be eligible for payment.

**Hospitalisation** – means the admission of an **insured person** into a **hospital** for treatment as an **in-patient** on the advice of and under the regular care and attendance of a **registered physician**.

**Hospital** – means any establishment which meets all of the following conditions;

- Operates primarily for the reception, care and treatment of injured or ill people as **in-patients**.
- Provides nursing services by registered or graduate nurses 24 hours a day.
- Has at least one registered **physician** in attendance 24 hours a day.
- Has permanent facilities for medical diagnosis, treatment and major surgery.
- Holds a licence to operate as a **hospital** where licensing is required.

**In-Patient** – any **insured person** who has been admitted to a **hospital** and for whom a case record has been opened.

**Insured person** – the **participating customer, partner, children, visitors** and any other permanent residents at the **insured property** as declared to the local authority.

**Insured property** – the property stated on the **statement of insurance**.

**Loss of eye or eyes** – shall mean the permanent and total loss of sight which shall be considered as having occurred:

- in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the **insured person** sees at 3 feet what they should see at 60 feet).

**Loss of limb or limbs** – shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

**Loss of hearing** – the total, permanent and irrecoverable loss of hearing.

**Loss of speech** – the total, permanent and irrecoverable loss of speech.



**Participating customer/You** – the Zurich customer who has paid the required premium (including any taxes due) and who is noted in the **statement of insurance** as the policyholder.

**Partner** – the **participating customer's partner** they are legally married to; or if not married then the **partner** they are living with.

**Permanent total disablement** – this shall mean disablement, caused other than by **loss of limb, eye, hearing or speech** which has lasted for 52 consecutive weeks and will in all probability prevent the **insured person** from engaging in gainful employment of any and every kind for the remainder of their life.

**Registered physician** – means a medical practitioner with medical qualifications accepted by the General Medical Council and who is registered with that body.

**Territorial limits – United Kingdom/UK** (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands).

**Underwriters/Us/Our/We** – Shall mean Zenith Insurance Plc and/or its co-Insurer. Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar. Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK and is a member of the United Kingdom's Financial Services Compensation Scheme and the Association of British Insurers (ABI). The companies details can be checked by visiting the Gibraltar Financial Services Commission website at <http://www.fsc.gi/fsclists/insulist.aspx> Zenith Insurance Plc is registered with the FCA under number 211787 this can be checked at [www.fca.org.uk](http://www.fca.org.uk)

**Visitors** – shall mean all **visitors** to the **insured property** who are;

- a) Acting in a personal capacity, and
- b) Have been invited on to the **insured property** by any other **insured person**.

**Zurich** – Zurich Insurance plc.

#### The amount payable as a result of bodily injury:

1. Accidental Death	£25,000
2. Loss of Limb or Limbs	£25,000
3. Loss of Eye or Eyes	£25,000
4. Loss of Hearing	£25,000
5. Loss of Speech	£25,000
6. Permanent Total Disablement	£25,000
7. Hospital Cash	£200 per week up to 180 days

#### Payment of Benefits

##### What is covered

- a) Only one of **benefits** 1 to 6 shall be payable in connection with one **insured person** in respect of any one **accident**.

If an **insured person** sustains **bodily injury** during the **effective time** the **underwriters** agree to pay the **benefit** to the **insured person** provided that such **bodily injury** is sustained whilst this **part** is in force.

- b) Any disability which existed prior to an **insured person** sustaining **bodily injury** shall be taken into account when calculating the **benefit** payable. In such cases medical reports will be obtained and expert medical advice used to ensure that the reduction in payment is proportional to the pre-existing condition.
- c) Benefit 1 shall be reduced to £7,500 for **insured persons** aged under 16 at the date of **bodily injury**.

##### Maximum Benefit Limit

The maximum amount payable per **accident** shall be limited to £500,000.

In the event of an **accident** involving more than one **insured person** where the total amount payable exceeds £500,000 the **benefit** payable in respect of each **insured person** shall be proportionately reduced until the total does not exceed this amount.

### What is not covered

We will not pay the benefit to the **insured person** for death or injury

- If caused directly or indirectly by deliberate self-inflicted injury, suicide or attempted suicide.
- Outside the **United Kingdom**.
- If caused directly or indirectly by an **insured person's** wilful exposure to danger (except in an attempt to save human life), or the **insured person's** own criminal act.
- Suffered after age 70 in respect of **participating customers** and **insured persons**.
- Which is the result of or is contributed to by sickness or disease (not resulting from accidental **bodily injury**), any naturally occurring condition or degenerative process or any gradual decline in physical health.
- Resulting from inflammation or trauma of the tendon, muscle tendon junction and/or surrounding tissue of the hand or compression of the peripheral nerves serving the upper limb caused by over use, constant pressure, friction or repetitive or work related movements.
- Resulting from an **insured person** being admitted to any of the following: a mental institution, an establishment primarily for the treatment of psychiatric conditions, drug addiction, or alcoholism, the psychiatric unit of a **hospital** or nursing, rest or convalescence home.
- Any claim from a member of the Armed Forces, emergency services or **visitors** attending the **insured property** in the course of their occupation.

### Termination of Insurance

The following cancellation conditions apply to Personal Accident Cover

#### Cancellation

- **You** can cancel this cover at any time as long as **you** tell **us** at least 7 days beforehand.
- If **you** cancel **your Zurich** Home Insurance **policy**, cover under this **part** shall cease. Please refer to condition 5 on page 6 of this **policy** for full cancellation conditions.

This **part** shall terminate immediately on the earlier of the following events:

- The renewal date following the **participating customer's** 70th birthday.
- Upon the death of the **participating customer**.
- This **part** will be terminated as follows:
  - i) Non payment of the initial premium – terminated from the intended **effective date**.
  - ii) Non payment of subsequent premiums (if the initial premium is paid) – terminated from the due date of such unpaid premium.

**Premium payment** – Payment of premium will maintain this **policy** in force until the next premium payment is due.

#### Conditions

The following conditions apply to Personal Accident Cover

**You** must also refer to the conditions and exclusions on pages 6 to 9.

**Assignment and Surrender Value** – The rights under this **part** are not transferable to any other person. This **part** will have no value upon its expiry or cancellation.

**Claims** – on the happening of any occurrence likely to give rise to a claim the **insured person** shall notify the **underwriters** in writing as soon as possible and in any event within 60 days of the date of the occurrence. The **insured person** shall at their expense furnish to the **underwriters** any certificates, information and evidence that may from time to time be required by the **underwriters** and in the form prescribed by them. The **underwriters** shall be allowed, at their own expense and upon 30 days notice to the **insured person**, to have a medical examination of them. If any claims submitted under this **part** shall be in any respect fraudulent, the **underwriters** shall be under no liability to make any payment in respect of such claims.

**Communication** – all communication is to be in English.

**Fraud** – if any claim under this **part** shall in any respect be fraudulent the **underwriters** will not pay benefit in connection with such claim and will be entitled to cancel this **part** immediately.

**Interpretation** – any word or expression to which specific meaning has been attached shall bear the same meaning wherever it appears.

**Interest** – no **benefit** payable shall carry interest.

**Jurisdiction** – English Law will apply to this **part** unless before it is issued the **underwriters** make a written agreement saying otherwise.

**Rights of Third Parties** – the parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **How do You make a claim?**

If **you** need to make a claim, in the first instance **you** should telephone the appointed claims handlers **Ultimate Insurance Solutions Limited on 0370 241 4539**, who will arrange for a claim form to be sent to **you**. The completed claims form must be returned as soon as possible and in any event within 60 days of the occurrence.

All correspondence relating to **your** claim should then be dealt directly between **you** and the **underwriters**.

#### **Our Complaints Procedure**

**Zurich** is committed to providing **you** with a high level of customer service at all times. However, if **our** service ever falls below the standard **you** would expect, please contact **us**, either by phone, letter or e-mail as detailed on page 10.

If **you** have a complaint or enquiry regarding the insurance provided or claims handling, please contact:

Mr. P Hampshire, Director, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8DE

Or call **our** complaints line, telephone 0333 200 0668

If **you** should remain dissatisfied following a reply from either of the above **you** may ask the Financial Ombudsman Service to review **your** case.

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

**You** can telephone for free on:

- 08000 234 567 for people phoning from a “fixed line” (for example a landline at home).

**You** can email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please ensure **you** provide **your policy** number on any correspondence.

Zurich Insurance plc, a public limited company incorporated in Ireland Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

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