



# Zurich Private Clients

*Policy Document*  
**Zurich Private Clients Home**

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# Welcome to Zurich Private Clients

Thank you for trusting us to insure and protect your valued possessions.

Zurich is one of the world's largest insurers with over 140 years' experience in protecting our customers against the unexpected, so you can rest assured that you're in safe hands. We have an experienced team of high net worth experts whose specialist knowledge in insuring high value properties, fine art, jewellery and annual travel, as well as high value motor vehicles, means we're able to accommodate your lifestyle and related insurance needs.

The real proof of an insurance policy is in the delivery and quality of the claims service. Our team of claims specialists are here to help, when you need us most.

## Making a claim

To make a claim, telephone us on 0800 096 9999. (If outside the UK, telephone us on +44 162 588 6994)

To make a Legal protection claim, telephone us on 0117 933 0621

To make a Home emergency claim, telephone us on 0800 328 3306

To make a Cyber assistance claim, telephone us on 0330 102 8215

## Buildings, Contents, Valuables, fine art and antiques, Liability, Lifestyle protection and Annual travel

We are here to help, no matter what time of day or night, anywhere in the world. Using the numbers shown above, you can report an emergency, claim or incident and receive immediate assistance and advice. Our telephone services are manned 24 hours a day, 365 days a year.

If you need to make a claim under your policy, we will be able to advise you upon policy cover and agree with you on how best to resolve the situation swiftly and to your satisfaction.

All you need to provide is your name and address, your client membership number or policy number if available and details of the claim or incident. There is no need to fill out any forms; we will act immediately to manage and resolve the incident. Your dedicated claims specialist will also keep you updated as to the progress of your claim all the way through until it is finalised.

If you prefer to report a claim in writing, please forward all relevant material to:

The Claims Department, Zurich Private Clients, PO Box 3587, Interface Business Park, Wootton Bassett, Swindon. SN4 4AJ or write to your insurance broker.

## Legal protection, Home assistance and Cyber assistance

Please refer to the Legal protection, Home assistance and Cyber assistance section for full details of the DAS helpline services provided.

**Zurich Private Clients – We know what it means to you.**

# Introduction

*This policy booklet, together with your statement of insurance, any amendment to cover notice and your agreement to pay the premium, is an agreement between you and us. This policy booklet and your statement of insurance explain in detail the covers as well as your responsibilities and any conditions you must comply with.*

Please read your policy booklet, your statement of insurance and any amendment to cover notice carefully to ensure that you understand them and to ensure that they have been prepared in accordance with the cover you have requested. We have agreed to provide this insurance in accordance with the information you have given us directly or via your insurance broker during the application process or subsequently. If anything is missing or incorrect you should inform us or your insurance broker as soon as possible.

Your policy booklet details all the covers available when you purchase personal insurance from us. However, not all the covers may be applicable and your statement of insurance will show which covers are in force and the amounts insured where appropriate. You may request to increase or add elements of cover under your policy where required and we may adjust the premium to reflect this change.

We recommend that you keep a record, including copies of letters, of all information supplied in connection with your insurance. Unless agreed otherwise, we will communicate with you in English.

At the renewal of your policy, you will be provided with an updated statement of insurance. If we have made any changes to the cover provided under your policy, you will receive either an amendment to cover notice or a new policy booklet.

If you have motor insurance with Zurich Private Clients, you will receive a separate policy.

## Your cancellation rights

If you decide that your policy does not meet your requirements, please inform us or your insurance broker within 14 days of receiving it and we will return the entire premium you have paid for the period of insurance. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an incident has occurred.

For renewals, if you decide that your policy does not meet your requirements, please inform us or your insurance broker within 14 days of your policy renewal date and we will return the entire premium you have paid for the period of insurance. After 14 days any return premium will be calculated on a pro-rata basis.

We will not return any premium if an incident has occurred.

# Complaints procedure

## 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 or **your** broker or insurance intermediary 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, **our** contact details are as follows:

Zurich Private Clients  
P.O. Box 3586  
Interface Business Park  
Wootton Bassett  
Swindon  
SN4 4AH

Telephone: 0800 302 9080  
E-mail: [zpc@uk.zurich.com](mailto:zpc@uk.zurich.com)

## 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)

**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.

# Definitions

*Any words and phrases which have the same meaning throughout this **policy** appear in bold type and are defined below. Additional and replacement definitions apply to and are shown in the Legal protection, Home assistance and Cyber assistance section of cover.*

<b>Accident</b>	A sudden, unexpected event which causes physical bodily harm.
<b>Additional rebuilding expenses</b>	The following expenses: <ul style="list-style-type: none"><li>• Architects', surveyors', legal and other associated fees necessary to rebuild or repair <b>your buildings</b>;</li><li>• the cost of clearing the site, demolishing and propping up or supporting parts of <b>your buildings</b> which have been damaged;</li><li>• the additional costs of rebuilding or repairing the damaged parts of <b>your buildings</b> to comply with building regulations, as well as any local authority or other government requirements.</li></ul>
<b>Aggravated burglary</b>	An act of violence or threat of violence to <b>you</b> or <b>your guest</b> , by a person who has gained unlawful entry into <b>your home</b> , in the presence of <b>you</b> or <b>your guest</b> .
<b>Aggravated theft</b>	An act of violence or threat of violence to <b>you</b> by a person who has unlawfully taken or attempted to take any possessions from <b>you</b> whilst away from <b>your home</b> .
<b>Air rage</b>	An act of violence resulting in <b>bodily injury</b> to <b>you</b> whilst travelling as a passenger on an aircraft.
<b>Amendment to cover notice</b>	The most recent document in which any changes to the cover provided under <b>your policy</b> are shown.
<b>Bodily injury</b>	Physical bodily harm, including resulting sickness, disease or loss of life resulting from physical bodily harm.
<b>Buildings</b>	The <b>home</b> including <b>outbuildings</b> , underground service pipes, cables, sewers and drains that service the <b>home</b> , which <b>you</b> own.
<b>Building works</b>	Any work to <b>your home</b> or <b>outbuildings</b> including alteration, construction, demolition, renovation, repair, restoration or other similar work where the estimated cost of the work is less than £50,000.
<b>Business</b>	A full or part-time employment, trade, occupation, profession or farm operation which includes the raising or care of animals.
<b>Business property</b>	Computer equipment, printers, tablets, telecommunication equipment, office furniture, office supplies and any other similar items used to conduct <b>business</b> at <b>your home</b> which <b>you</b> own or for which <b>you</b> are legally responsible.

# Definitions

<b>Carjacking</b>	An act of violence or threat of violence to: <ul style="list-style-type: none"><li>• <b>you</b> whilst in or on a motorised land vehicle;</li><li>• any person operating or occupying a motorised land vehicle which <b>you</b> own or for which <b>you</b> are legally responsible;</li></ul> during its theft or attempted theft.
<b>Charity</b>	A non-profit making organisation set up with the sole intention of providing help and assistance to those in need.
<b>Contaminant</b>	An impurity resulting from the mixture of or contact of a substance with a foreign substance.
<b>Contents</b>	Personal property which <b>you</b> own or for which <b>you</b> are legally responsible.
<b>Contract works</b>	Any work to <b>your home</b> or <b>outbuildings</b> including alteration, construction, demolition, renovation, repair, restoration or other similar work.
<b>Covered aircraft</b>	Unmanned, pedestrian controlled aerial vehicles weighing 20kg or less including accessories.
<b>Covered land vehicles</b>	Any of the following which <b>you</b> own or for which <b>you</b> are legally responsible: <ul style="list-style-type: none"><li>• motorcycles with an engine capacity of 50cc or less;</li><li>• domestic gardening vehicles;</li><li>• quad bikes;</li><li>• golf buggies;</li><li>• model or toy vehicles;</li><li>• segways;</li><li>• vehicles used to assist the disabled.</li></ul>
<b>Damages</b>	The amount required to satisfy a claim, including claimants' costs and claimants' expenses, whether settled or agreed to in writing by <b>us</b> or resolved by judicial procedure.
<b>Dismemberment</b>	The permanent and total loss of one or more of the following: <ul style="list-style-type: none"><li>• speech;</li><li>• hearing;</li><li>• one or both hands;</li><li>• one or both feet;</li><li>• sight in one or both eyes;</li><li>• thumb;</li><li>• finger;</li><li>• toe;</li><li>• ear;</li><li>• nose;</li><li>• genital organ.</li></ul>
<b>Domestic employee</b>	A person <b>you</b> hire under a contract of service to perform work or services in <b>your home</b> and who is not hired to work for <b>you</b> in connection with <b>your business</b> .
<b>Excess</b>	The first amount of any claim that <b>you</b> are responsible for paying.

# Definitions

<b>Fine art and antiques</b>	Individual items, private collections and sets which are of artistic merit, historical value, novel, rare and/or unique, which <b>you</b> own or for which <b>you</b> are legally responsible, including: <ul style="list-style-type: none"><li>• furniture;</li><li>• paintings, drawings, etchings, prints and photographs;</li><li>• tapestries, carpets and rugs;</li><li>• books and manuscripts;</li><li>• statues or sculptures (inside or outside the <b>home</b>);</li><li>• porcelain and glass;</li><li>• clocks, barometers, mechanical art and objets d'art;</li><li>• <b>precious metals</b>.</li></ul>
<b>Fixtures and fittings</b>	Buildings additions, alterations, fixtures, improvements and installations which <b>you</b> own or for which <b>you</b> are legally responsible.
<b>Green building products</b>	Products that: <ul style="list-style-type: none"><li>• use less energy, water and/or natural resources;</li><li>• use less energy, water and/or natural resources in their creation;</li><li>• provide a healthier environment for <b>you</b>.</li></ul>
<b>Guest</b>	A person invited by <b>you</b> into <b>your home</b> .
<b>Hazardous activity</b>	Any of the following: <ul style="list-style-type: none"><li>• bungee jumping;</li><li>• hang gliding or paragliding;</li><li>• mountaineering or rock climbing normally requiring the use of guides or ropes;</li><li>• off piste skiing unless accompanied by a suitably qualified guide;</li><li>• parachuting;</li><li>• parasailing or parascending, other than over water;</li><li>• potholing or caving;</li><li>• racing of any kind other than on foot or swimming;</li><li>• scuba diving to depths of more than 30 metres;</li><li>• sky diving;</li><li>• white water rafting other than grade 1 to 3 inclusive.</li></ul>
<b>Home</b>	The residence shown on <b>your statement of insurance</b> .
<b>Hostage situation</b>	An act of violence or threat of violence to <b>you</b> resulting in <b>your</b> unlawful detention.
<b>Incident</b>	A loss or <b>accident</b> to which this insurance applies including continuous or repeated exposure to the same general harmful conditions, which first occurs during the <b>period of insurance</b> .
<b>Incidental business at your home</b>	A self-employed <b>business</b> activity, other than renting out to others or <b>incidental farming</b> , conducted at <b>your home</b> , undertaken solely by <b>you</b> providing that the total gross annual revenue for these activities does not exceed £10,000.



# Definitions

<b>Incidental business away from your home</b>	A self-employed <b>business</b> activity including gardening, baby-sitting, caddying, leaflet or newspaper distribution and other similar activities undertaken solely by <b>you</b> providing that the total gross annual revenue for these activities does not exceed £10,000.
<b>Incidental farming</b>	A part-time farming activity including hunting, shooting and the raising or care of animals (excluding riding schools and riding establishments), providing that it does not involve the employment of others for more than 1,500 hours in any <b>period of insurance</b> and the total gross annual revenue for these activities does not exceed £25,000.
<b>Insured person</b>	<ul style="list-style-type: none"><li>• <b>You</b>;</li><li>• <b>your</b> children under 18 years of age who do not permanently reside with <b>you</b>;</li><li>• <b>your domestic employees</b> whilst travelling with <b>you</b>.</li></ul>
<b>Jewellery</b>	Any of the following which <b>you</b> own or for which <b>you</b> are legally responsible: <ul style="list-style-type: none"><li>• watches;</li><li>• objects of personal adornment containing precious or semi-precious stones, gold, silver, platinum or any other precious metals or alloys;</li><li>• unset precious and semi-precious stones.</li></ul>
<b>Money</b>	The following, which <b>you</b> own or which <b>you</b> use in connection with <b>your business</b> : <ul style="list-style-type: none"><li>• current cash, cheques, traveller's cheques;</li><li>• postal orders, money orders, bank drafts;</li><li>• travel and other tickets with a fixed monetary value;</li><li>• gift vouchers;</li><li>• postage stamps, savings stamps or certificates;</li><li>• phone cards;</li><li>• premium bonds;</li><li>• share certificates.</li></ul>
<b>Outbuildings</b>	Permanent structures within the grounds of <b>your home</b> .
<b>Period of insurance</b>	The period of cover shown on <b>your statement of insurance</b> .
<b>Permanent total disablement</b>	<b>Your</b> inability to undertake any occupation for the 12 months immediately following an <b>accident</b> and at the end of that time being beyond reasonable hope of improvement.
<b>Personal intimidation</b>	The threat of stalking, physical injury or harassment to <b>you</b> , or damage to <b>your home</b> , caused by a third party who is subject to an injunction or order of a court of competent jurisdiction.
<b>Planned trip</b>	A journey commencing from and terminating at <b>your home</b> in the <b>United Kingdom</b> .
<b>Policy</b>	<b>Your</b> entire Zurich Private Clients policy, including this policy booklet, <b>your statement of insurance</b> and any <b>amendment to cover notice</b> .

# Definitions

<b>Pollutant</b>	Any solid, liquid, gaseous or thermal irritant, including but not limited to oil, smoke, vapour, soot, fumes, acids, alkalis, chemicals, biological agents and waste.
<b>Precious metals</b>	Any of the following which <b>you</b> own or for which <b>you</b> are legally responsible, which are made of gold, goldplate, silver, silverplate, pewter or platinum: <ul style="list-style-type: none"><li>• silverware, tableware, trays, trophies and similar household articles;</li><li>• bullion;</li><li>• coins.</li></ul>
<b>Property damage</b>	Physical damage to, destruction of, or loss of use of tangible property.
<b>Rebuilding cost</b>	The amount required at the time of loss to repair, replace or rebuild the <b>buildings</b> whichever is least, using the same design, quality of materials and workmanship which existed immediately before the loss, including <b>additional rebuilding expenses</b> .
<b>Road rage</b>	An act of violence resulting in <b>bodily injury</b> to: <ul style="list-style-type: none"><li>• <b>you</b> whilst in or on a motorised land vehicle;</li><li>• any person operating or occupying a motorised land vehicle which <b>you</b> own or for which <b>you</b> are legally responsible.</li></ul>
<b>Statement of insurance</b>	The most recent document in which the covers that are in force, the amounts insured, where appropriate, and the information <b>you</b> provide are shown.
<b>Trip</b>	A journey commencing from and terminating at <b>your home</b> in the <b>United Kingdom</b> , which commences during the <b>period of insurance</b> .
<b>Unattached land</b>	Land which <b>you</b> own or for which <b>you</b> are legally responsible that does not form part of the curtilage of <b>your home</b> or the curtilage of any property that <b>you</b> own or for which <b>you</b> are legally responsible.
<b>Unfurnished</b>	Without sufficient furnishings or <b>contents</b> for normal living purposes.
<b>United Kingdom</b>	England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.
<b>Unoccupied</b>	Not lived in by <b>you</b> or any other person authorised by <b>you</b> .
<b>Valuables</b>	Jewellery, collections, guns and furs, which <b>you</b> own or for which <b>you</b> are legally responsible.
<b>We, us, our</b>	Zurich Insurance plc.
<b>You, your</b>	The person or persons named on <b>your statement of insurance</b> , a spouse or partner who permanently resides with them and any member of their family who permanently resides with them, including students temporarily living away from <b>home</b> .

# General policy conditions

*The following conditions apply to the whole of **your policy** and all of the covers in it. Additional conditions may apply and are shown in the relevant section of cover. **Your failure to comply with these conditions may result in your claim not being met, or not being met in full.***

<b>Abandoning property</b>	You cannot abandon property to <b>us</b> or a third party without <b>our</b> prior written consent.
<b>Accuracy of information</b>	<p>You must read <b>your statement of insurance</b>. If any information is missing, incorrect or has changed, <b>you</b> must inform <b>us</b> or <b>your</b> insurance broker as soon as possible as this may affect the premium or cover <b>we</b> provide.</p> <p>If <b>you</b> have given <b>us</b> inaccurate information this can affect <b>your policy</b> in one or more of the following ways:</p> <ul style="list-style-type: none"><li>• If <b>we</b> would not have provided <b>you</b> with any cover <b>we</b> will have the option to void <b>your policy</b>, which means <b>we</b> will treat it as if it had never existed and repay the premium paid. <b>We</b> may also seek to recover any money from <b>you</b> for any claims <b>we</b> have already paid, including the amount of any costs or expenses <b>we</b> have incurred.</li><li>• If <b>we</b> would have applied different terms to <b>your policy</b>, <b>we</b> will have the option to treat <b>your policy</b> as if those different terms apply.</li><li>• If <b>we</b> would have charged <b>you</b> a higher premium for <b>your policy</b>, <b>we</b> will have the option to charge <b>you</b> the appropriate additional premium to be paid in full.</li></ul>
<b>Arbitration</b>	If <b>we</b> accept <b>your</b> claim, but <b>you</b> disagree over the amount <b>you</b> will be paid, <b>you</b> and <b>we</b> may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before <b>you</b> can bring proceedings against <b>us</b> .
<b>Assignment</b>	Nobody covered by <b>your policy</b> may assign or turn over any right or interest in <b>your policy</b> to anybody else without <b>our</b> prior written consent.
<b>Bankruptcy or insolvency</b>	<b>We</b> will meet <b>our</b> obligations under <b>your policy</b> irrespective of whether <b>you</b> become bankrupt or insolvent during the <b>period of insurance</b> .
<b>Cancellation by us</b>	<p><b>We</b> may cancel <b>your policy</b> where there is a valid reason for doing so by giving <b>you</b> 7 days' notice in writing to <b>your</b> last known address. <b>We</b> will give <b>you</b> a refund in proportion to the time left until <b>your</b> current <b>period of insurance</b> is due to run out. Valid reasons may include but are not limited to:</p> <ul style="list-style-type: none"><li>• where <b>you</b> advise <b>us</b> of a change of risk under <b>your policy</b> which <b>we</b> are unable to insure;</li><li>• where <b>you</b> fail to respond to requests from <b>us</b> for further information or documentation;</li><li>• where <b>you</b> have provided <b>us</b> with incorrect information and have failed to provide a reasonable explanation when requested;</li><li>• where <b>you</b> fail to comply with any of the terms and conditions which apply to <b>your policy</b>;</li><li>• the use of threatening or abusive behaviour or language, or intimidation or bullying of <b>our</b> staff or suppliers, by <b>you</b> or any person acting on <b>your</b> behalf.</li></ul>
<b>Cancellation by you</b>	<p><b>You</b> may cancel <b>your policy</b> at any time by contacting <b>us</b> or <b>your</b> insurance broker and advising the date <b>you</b> wish cancellation to be effective from.</p> <p>Any return premium will be calculated on a pro-rata basis. <b>We</b> will not return any premium if an <b>incident</b> has occurred in the <b>period of insurance</b>.</p>
<b>Cancellation due to non-payment</b>	If the premium is paid to <b>us</b> using <b>our</b> premium instalment scheme and a payment is missed, <b>we</b> may cancel <b>your policy</b> giving <b>you</b> 7 days' notice in writing to <b>your</b> last known address.

# General policy conditions

**Carriers or bailees** We will not pay a benefit under **your policy** to any carrier or bailee.

**Changes to your policy after a loss** If we pay the sum insured for a specified item listed on **your statement of insurance**, the item will be removed from **your statement of insurance** and no refund of premium will apply in respect of that item. Any replacement item added to **your policy** will be subject to an additional premium calculated on a pro-rata basis until the next renewal date of **your policy**.

**Concealment of 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 **your policy** in the event of any fraud which occurred during the application process, which means **we** will treat **your policy** as if it had never existed; or
- terminate **your 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 in the Important notes document under Fraud prevention and detection.

**Contract works** **You** must notify **us** upon the completion of any **contract works**. If following the completion of **contract works** **your** sum insured is insufficient to meet the total cost of rebuilding **your home** and **outbuildings** in their current form, **we** will increase **your** sum insured and may charge an additional premium.

**Co-operation after a loss** **You** must, when **we** request, give **us** a signed description of the circumstances surrounding a loss and provide **us** with any records, documents, information or evidence that **we** require.

**You** must give **us** all the help and assistance **we** may need.

**You** must grant **us** access to examine **your buildings** and **contents** at all reasonable times.

**You** must not negotiate, admit or refuse any claim without **our** permission.

**We** will decide how to settle or defend any claim.

Under Annual travel cover, **we** may appoint medical advisors to examine the **insured person** as often as is considered necessary.

Under Lifestyle protection cover, **we** may appoint medical advisors to examine anyone seeking a benefit under this cover, as often as is considered necessary.

**Cover enhancements** **We** may extend or broaden the cover provided by **your policy**. If **we** do this during the **period of insurance** without increasing the premium, the extended or broadened cover will apply to **your policy** with effect from the date **we** make the changes in cover.

**Currency conversion** If any costs are incurred in a currency other than Pound sterling, the costs will be converted to Pound sterling using the exchange rate at the time the costs were incurred.

**Duplicate cover** If a loss is payable under more than one part of **your policy**, **we** will pay **you** under the part that gives **you** the most cover, but not under more than one part.

If **you** have both Contents and unspecified Valuables, fine art and antiques cover shown on **your statement of insurance** and a loss is covered under both sections, **your** amount of cover will be the combined value of the **contents** sum insured and the unspecified **valuables, fine art and antiques** limit subject to the special limits under Contents cover.

In no instance will **we** make duplicate payments.

When **valuables, fine art and antiques** are specified on **your statement of insurance**, **your** cover is limited to the specified sum insured on **your statement of insurance** for that specific item.

**Duty of care** **You** must maintain **your** property in a good state of repair and **you** must also take all reasonable steps to prevent **accidents**, injury, illness, loss or damage.

# General policy conditions

<b>Examination under oath</b>	We have a right to examine under oath <b>you</b> , an <b>insured person</b> or anyone seeking a benefit under <b>your policy</b> as often as <b>we</b> require.
<b>Governing law</b>	<p><b>Your policy</b> is governed by the law that applies to where <b>you</b> reside within the <b>United Kingdom</b>. If there is any disagreement about which law applies, English law will apply.</p> <p><b>You</b> agree to submit to the exclusive jurisdiction of the courts in England and Wales.</p>
<b>Mortgagee's clause</b>	The interest of the mortgagee shall not be prejudiced by any act or neglect by <b>you</b> or any legal occupier of <b>your home</b> that increases the risk of loss or damage without the authority or knowledge of the mortgagee, providing that the mortgagee, as soon as reasonably possible after becoming aware of the increased risk, shall give notice to <b>us</b> and pay an additional premium if required.
<b>Multiple claim excess waiver</b>	If a loss is payable under more than one part of <b>your policy</b> , only the highest of the <b>excesses</b> shown in <b>your policy</b> will apply.
<b>Non-payment of premium</b>	If <b>your</b> premium has not been paid, <b>we</b> may refuse <b>your</b> claim or take any unpaid premium from any claim payment <b>we</b> make to <b>you</b> .
<b>Notifying us of a loss</b>	<p><b>You</b> must notify <b>us</b> about any loss, damage or <b>incident</b> as soon as possible, whether or not it gives rise to a claim.</p> <p><b>You</b> must report any loss, theft, attempted theft or malicious damage to the police immediately and obtain a police crime reference number.</p> <p><b>You</b> must notify any bank card, credit card, debit card, charge card or other card issuing company as soon as possible if <b>you</b> suspect any potential loss or fraudulent use.</p> <p><b>You</b> must notify <b>us</b> of any potential claim under the Director's and officer's liability section of <b>your policy</b> within 90 days of the commencement of the event giving rise to the claim.</p> <p><b>You</b> must report any incident of <b>air rage</b>, <b>personal intimidation</b> or <b>road rage</b> to the police immediately and obtain a police crime reference number.</p> <p><b>You</b> must notify <b>us</b> as soon as possible in the event of being admitted to hospital during a <b>trip</b>, or curtailing <b>your trip</b> for medical reasons.</p> <p><b>You</b> must notify <b>us</b> of any potential claim for additional repatriation costs before incurring any additional repatriation costs.</p> <p><b>You</b> must notify <b>us</b> as soon as possible of any impending prosecution, coroner's inquest or fatal accident inquiry.</p>
<b>Other insurance</b>	If any claim is covered by any other insurance, <b>we</b> will not pay for more than <b>our</b> share of that claim.
<b>Period of insurance</b>	<b>Your policy</b> only applies to <b>incidents</b> and covered losses that occur during the <b>period of insurance</b> .
<b>Policy changes</b>	No change or modification to <b>your policy</b> shall be effective except if confirmed in writing by <b>us</b> or unless covered under the cover enhancements condition of <b>your policy</b> .
<b>Rights of third parties</b>	<b>You</b> and <b>we</b> are the only parties to <b>your policy</b> . Nothing in <b>your policy</b> is intended to give any person any right to enforce any term of <b>your policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
<b>Right to renew</b>	If the premium is paid to <b>us</b> using <b>our</b> premium instalment scheme, <b>we</b> will have the right to renew <b>your policy</b> each year and continue to collect premiums using this method. <b>We</b> may vary the terms of <b>your policy</b> , including the premium, at renewal and <b>you</b> will be notified before <b>your</b> renewal date. If <b>you</b> decide that <b>you</b> do not want <b>us</b> to renew <b>your policy</b> , <b>you</b> must inform <b>us</b> or <b>your</b> insurance broker before the next renewal date. <b>Our</b> right to renew <b>your policy</b> does not affect <b>your</b> cancellation rights.
<b>Sanctions</b>	Notwithstanding any other terms under this agreement, <b>we</b> shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to <b>you</b> or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of <b>you</b> would violate any applicable trade or economic sanctions law or regulation.
<b>Subrogation</b>	Following settlement of a covered loss, any right of recovery against a third party transfers to <b>us</b> . <b>You</b> must do everything <b>you</b> can to assist, and not do anything to impair, any right of recovery.

# General policy exclusions

*The following exclusions apply to the whole of your policy and all of the covers in it. Additional exclusions apply and are shown in the relevant section of cover.*

<b>Acts of war</b>	We will not pay for any claim caused by or resulting from war, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
<b>Biological and chemical hazards</b>	We will not pay for any claim caused by or resulting from biological or chemical contamination regardless of how it is caused.
<b>Computer error</b>	We will not pay for any loss or damage caused by or resulting from, or any <b>damages</b> arising from an error in computer programming or instruction to the computer.  We will pay for resultant damage unless stated otherwise in <b>your policy</b> or unless an exclusion applies.
<b>Confiscation</b>	We will not pay for any claim caused by or resulting from <b>your</b> property being confiscated, taken, damaged or destroyed by or under the order of any government or public authority.
<b>Defective design</b>	We will not pay for any loss or damage caused by or resulting from, or any <b>damages</b> arising from defective design, workmanship, maintenance or materials.  We will pay for resultant damage unless stated otherwise in <b>your policy</b> or unless an exclusion applies.
<b>Deliberate or criminal acts</b>	We will not pay for any claim caused by or resulting from criminal acts, deliberate acts or deliberate omissions, by <b>you</b> or anyone acting on <b>your</b> behalf.
<b>Gradual loss</b>	We will not pay for any loss or damage caused by or resulting from a gradually operating cause including normal deterioration, warping, action of light, frost, damp, corrosion, rust and any kind of rot, mould or fungus.  We will pay for resultant damage unless stated otherwise in <b>your policy</b> or unless an exclusion applies.
<b>Indirect losses</b>	We will not pay for any claim caused by or resulting from an indirect result of the event which led to the claim being made under <b>your policy</b> .
<b>Insurable interest</b>	We will not pay for any loss or damage to property in which <b>you</b> do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the property, the most <b>we</b> will pay is up to <b>your</b> insurable interest.
<b>Mechanical or electrical fault</b>	We will not pay for any loss or damage caused by or resulting from, or any <b>damages</b> arising from a mechanical or electrical fault, breakdown or failure.  We will pay for resultant damage unless stated otherwise in <b>your policy</b> or unless an exclusion applies.  We will pay for claims arising from a mechanical or electrical fault, breakdown or failure under Annual travel cover, Missed departure and Cyber assistance.
<b>Nuclear or radiation hazards</b>	We will not pay for any claim caused by or resulting from ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment.
<b>Riot and civil commotion</b>	We will not pay for any claim caused by or resulting from riot or civil commotion occurring outside the <b>United Kingdom</b> .
<b>Sonic bangs</b>	We will not pay for any claim caused by or resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

# Buildings cover

Buildings cover only applies if shown on **your statement of insurance**.

The sum insured for each location is shown on **your statement of insurance**.

**You** must maintain an appropriate sum insured to sufficiently meet the cost of rebuilding **your home** and **outbuildings** in their current form, including **additional rebuilding expenses**, if they are totally destroyed.

## How we will settle your claim

**Payment basis** Your **statement of insurance** indicates the payment basis for **your buildings**.

**Replacement cover** Following a covered loss, **we** will pay the **rebuilding cost** up to the sum insured whether or not **you** actually repair, replace or rebuild **your buildings**.

**Unlimited replacement cover** Following a covered loss, **we** will pay the **rebuilding cost** even if this amount is greater than the sum insured shown on **your statement of insurance**.

Unlimited replacement cover is subject to the following conditions:

- If **you** do not repair, replace or rebuild **your buildings** at the same location, **your** payment basis will be Replacement cover.
- If **you** cannot repair, replace or rebuild **your buildings** because **your** primary mortgagee or its assignees have recalled **your** mortgage, **your** payment basis will be Replacement cover.

**Partial loss** If **your buildings** are partially damaged and **you** do not begin to repair, replace or rebuild **your buildings** within six months from the date of the loss, **we** will only pay the **rebuilding cost** less depreciation.

**Matching of articles** Following a covered loss to part of a pair, set or suite, **we** will pay the full replacement cost of the entire pair, set or suite if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

**Inflation protection** During the **period of insurance**, the sum insured will be adjusted each month to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the ABI/BCIS Household Rebuilding Cost Index or any other appropriate index.

**We** will not make a charge for any inflation protection during the **period of insurance**, but each time **your policy** is renewed, **we** will re-calculate the premium on the adjusted sum insured.

**Excess** The **excess** shown on **your statement of insurance** will apply to each and every covered loss unless stated otherwise in **your policy**.

**Aggravated burglary and Aggravated theft excess waiver** The **excess** shown on **your statement of insurance** will not apply to a covered loss for **aggravated burglary** or **aggravated theft**. This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

**Subsidence excess** If the loss is as a result of subsidence, heave or landslide, the subsidence **excess** shown on **your statement of insurance** will apply unless a higher **excess** already applies to **your policy**.

**Large loss excess waiver** The **excess** shown on **your statement of insurance** will not apply to a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to the subsidence **excess**, and/or any compulsory **excess** shown on **your statement of insurance**.

# Buildings cover

## What is covered

We will pay for loss or damage to **your buildings** unless stated otherwise in **your policy** or unless an exclusion applies.

## Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

### Additional living costs

Following a covered loss, if **your home** is not fit to live in we will pay the following expenses for the duration of time necessary to restore **your home** to a habitable condition:

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

We will not pay for any loss of rent due to the termination of a lease or agreement.

**Forced evacuation** If a civil authority prohibits **your home** from being lived in, we will pay the following expenses until the prohibition is lifted:

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

The prohibition must be as a direct result of loss or damage to a neighbouring property that would be a covered loss under **your policy**.

We will not pay for any loss of rent due to the termination of a lease or agreement.

### Compensation for loss of life

If **you** suffer **bodily injury** caused by fire, lightning, impact by aircraft or explosion at **your home** which results in loss of life, we will pay £50,000, or less if limited by law. The loss of life must occur within 12 months of the date of the fire, lightning, impact by aircraft or explosion.

The most we will pay during any one **period of insurance** is £100,000.

There is no **excess** applicable to this cover.

### Environment protection

#### Energy expenses

Following a covered loss to **your** solar, wind or geothermal electrical power generating system, we will pay for **you** to purchase additional electrical power from a power utility company for the duration of time necessary to repair or replace **your** solar, wind or geothermal electrical power generating system.

We will not pay if **you** do not begin to repair or replace **your** solar, wind or geothermal electrical power generating system within 60 days from the date of the loss.

#### Energy income

Following a covered loss to **your** solar, wind or geothermal electrical power generating system, we will pay **you** the income which would have been paid to **you** by a power utility company for the excess electrical power produced by **your** solar, wind or geothermal electrical power generating system for the duration of time necessary to repair or replace **your** solar, wind or geothermal electrical power generating system.

We will not pay if **you** do not begin to repair or replace **your** solar, wind or geothermal electrical power generating system within 60 days from the date of the loss.

The most we will pay is £25,000.

### Green building costs

Following a covered loss, we will pay to repair, replace or rebuild **your home** or **outbuildings**, whichever is least, with **green building products**.

The most we will pay for **green building products** is £5,000.



# Buildings cover

## Essential alterations

If **you** are permanently disabled by an **accident** or illness which first occurs during the **period of insurance**, **we** will pay up to £100,000 which **you** incur with **our** permission for essential alterations to facilitate access to **your home** and allow **you** to live unassisted.

There is no **excess** applicable to this cover.

## Gardens

**We** will pay up to 10% of the **buildings** sum insured at **your home** for loss or damage to trees, shrubs, plants and lawns. The most **we** will pay for any one tree, shrub or plant is £2,500.

**We** will not pay for any loss or damage caused by or resulting from storm or flood.

## Land

Following a covered loss, **we** will pay up to 10% of the amount of the covered loss for any related stabilisation, excavation or replacement of land under or around the **buildings**.

## Lock replacement

**We** will pay to replace locks and keys to any external doors, windows, intruder alarms and safes, installed in **your home** or **outbuildings**, if they are lost, damaged or stolen.

There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.

## New acquisitions

**We** will pay up to £50,000 for loss or damage to unfixed building materials and **fixtures and fittings** which **you** own whilst kept within the grounds of **your home** that are to be installed in **your home** or **outbuildings**.

## Oil, gas and metered water

**We** will pay for loss of oil, gas or metered water from **your** household heating, cooking or water system at **your home** or **outbuildings**.

**We** will not pay for any loss of metered water if **your home** is:

- **unfurnished** for more than 60 consecutive days;
- **unoccupied** for more than 60 consecutive days;
- undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.

## Preventative measures

Following a covered loss, **we** will pay up to £5,000 which **you** incur with **our** permission to take emergency measures to avoid or mitigate further loss or damage.

## Reward

**We** will pay a discretionary monetary amount up to £5,000, to any individual or organisation other than **you** or the police, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss under **your policy**.

There is no **excess** applicable to this cover.

## Sale of the home

If **you** enter into a contract to sell **your home** and there is a covered loss to **your home** between the period of exchange of contracts (the offer to purchase in Scotland) and the completion of the sale of **your home**, **we** will agree to transfer the cover under this **policy** for that covered loss to the purchaser of **your home** once the sale is complete.

**We** will not pay for any loss or damage to **buildings** that are insured elsewhere.

## Temporary removal of fixtures

**We** will pay up to 10% of the **buildings** sum insured at **your home** for loss or damage to permanent fixtures removed from the **buildings** for up to 60 days.

# Buildings cover

**Trace and access** If oil, gas or water escapes from **your** household heating, cooking or water system at **your home** or **outbuildings**, we will pay the cost of finding the source of the escape of oil, gas or water as well as the cost of removing and replacing any part of **your home** or **outbuildings** necessary to repair **your** household heating, cooking or water system.

We will not pay:

- for any loss or damage to **your** household heating, cooking or water system itself;
- if **your home** is **unfurnished** for more than 60 consecutive days;
- if **your home** is **unoccupied** for more than 60 consecutive days;
- if **your home** is undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.

**Trespass protection**

We will pay up to 10% of the **buildings** sum insured at **your home** for the removal of litter or debris from within the grounds of **your home** following any unlawful trespassing.

# Buildings exclusions

*The following exclusions apply to the Buildings cover of your policy. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

- Contract works** We will not pay for any loss or damage to;
- **contract works**;
  - **your home** or **outbuildings** caused by or resulting from **contract works**;
- where the estimated cost of those **contract works** exceeds 20% of the **buildings** sum insured or £1,000,000 whichever is less or where those **contract works** alter the square footage of **your home** or **outbuildings**.
- We will pay for loss or damage to, caused by or resulting from **building works**.
- Deception** We will not pay for any loss or damage caused by or resulting from deception, unless deception is only used to gain entry to **your home**.
- Erosion** We will not pay for any loss or damage caused by or resulting from coastal or river erosion.
- Loss by animals** We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.
- We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.
- Pollution or contamination** We will not pay for any loss or damage caused by or resulting from a **pollutant**, **contaminant**, smog, or industrial or agricultural smoke. We will not pay for the cost of extracting **pollutants** or **contaminants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.
- We will pay for loss or damage to **your buildings** caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes but we will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water polluted or contaminated by oil.
- Storm and flood** We will not pay for any loss or damage to fences, hedges, gates other than electric or metal gates, piers, wharves or docks caused by or resulting from wind, storm, flood or weight of snow unless **your home** is damaged at the same time by the same cause.
- We will pay for loss or damage caused by or resulting from falling trees, telegraph poles and lampposts.
- Structural movement** We will not pay for any loss or damage caused by or resulting from the movement of **your buildings**, including bulging, expansion, shrinking or settling, or any subsequent cracking, unless caused by subsidence, heave or landslip.
- Subsidence, heave or landslip** We will not pay for any loss or damage to the grounds of **your home**, or to patios, terraces, hard tennis courts, swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, footpaths, drives, walls, gates, fences and railings, caused by or resulting from subsidence, heave or landslip unless **your home** is damaged at the same time by the same cause.
- We will not pay for any loss or damage to, or caused by or resulting from, the movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time by the same cause.

# Buildings exclusions

## **Subterranean alterations**

We will not pay for any loss or damage to **your home** if **you** undertake **contract works** which involves subterranean alteration.

## **Unfurnished homes**

If **your home** is **unfurnished** for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from:

- theft or attempted theft;
- malicious damage;
- vandalism;
- escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances.

## **Unoccupied homes**

If **your home** is **unoccupied**:

- for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius;
- for more than 30 consecutive days and is undergoing **contract works**, **we** will only pay for loss or damage caused by or resulting from:
  - fire and smoke;
  - lightning and thunderbolt;
  - explosion;
  - earthquake;
  - impact by aircraft or other aerial devices or articles dropped or falling from them.

# Contents cover

Contents cover only applies if shown on **your statement of insurance**.

The sum insured for each location is shown on **your statement of insurance**.

**You** must maintain an appropriate sum insured to sufficiently meet the cost of replacing all the **contents** of **your home** as new. To reduce the possibility of being underinsured **you** should regularly review **your** sums insured for **contents** and request an increase if necessary.

## How we will settle your claim

**Payment basis** Following a covered loss, **we** will pay the cost to repair or replace **your contents**, whichever is less, up to the sum insured.

**Special limits** The most **we** will pay for loss or damage to each of the following types of **contents** is £10,000:

- covered land vehicles;
- furs;
- guns;
- jewellery;
- money;
- precious metals;
- sailboards, surfboards, hand-propelled boats and their parts and accessories;
- securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports;
- trailers, caravans and non-motorised horseboxes.

These limits do not increase **your contents** sum insured or the sum insured of any other item covered elsewhere in **your policy**.

**We** will not pay for any loss or damage to:

- furs if an unspecified furs sum insured is shown on **your statement of insurance**;
- guns if an unspecified guns sum insured is shown on **your statement of insurance**;
- jewellery if an unspecified jewellery sum insured is shown on **your statement of insurance**.

**Matching of articles** Following a covered loss to part of a pair, set or suite, **we** will pay the full replacement cost of the entire pair, set or suite if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

**Inflation protection** During the **period of insurance**, the sum insured will be adjusted each month to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the Retail Price Index, Consumer Price Index, Consumer Durables Index or any other appropriate index.

**We** will not make a charge for any inflation protection during the **period of insurance**, but each time **your policy** is renewed, **we** will re-calculate the premium on the adjusted sum insured.

**Excess** The **excess** shown on **your statement of insurance** will apply to each and every covered loss unless stated otherwise in **your policy**.

**Aggravated burglary and Aggravated theft excess waiver** The **excess** shown on **your statement of insurance** will not apply to a covered loss for **aggravated burglary** or **aggravated theft**. This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

**Large loss excess waiver** The **excess** shown on **your statement of insurance** will not apply to a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to any compulsory **excess** shown on **your statement of insurance**.

# Contents cover

## What is covered

We will pay for loss or damage to the **contents** of **your home** and **outbuildings** that occurs anywhere in the world unless stated otherwise in **your policy** or unless an exclusion applies.

## Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

### Additional homes

We will pay up to 15% of the **contents** sum insured shown on **your statement of insurance**, for loss or damage to **contents** kept at a residence **you** own or live in which is not shown on **your statement of insurance**.

The most **we** will pay is £50,000.

We will not pay for any loss or damage to **contents** that are insured elsewhere.

### Additional living costs

Following a covered loss, if **your home** is not fit to live in **we** will pay the following expenses for the duration of time necessary to restore **your home** to a habitable condition:

- the cost of reasonable alternative similar accommodation for **you** and **your** domestic pets;
- the cost of reasonable storage for the **contents** of **your home**;
- rent which **you** still have to pay as a tenant including ground rent;
- rent which should have been paid to **you** including ground rent.

We will not pay for any loss of rent due to the termination of a lease or agreement.

### Forced evacuation

If a civil authority prohibits **your home** from being lived in, **we** will pay the following expenses until the prohibition is lifted:

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

The prohibition must be as a direct result of loss or damage to a neighbouring property that would be a covered loss under **your policy**.

We will not pay for any loss of rent due to the termination of a lease or agreement.

We will also pay up to £7,500 for emergency items that **you** purchase throughout the duration of the prohibition.

### Business property

We will pay for loss or damage to **business property**.

The most **we** will pay for loss or damage to **business property** away from **your home** is £15,000.

### Compensation for loss of life

If **you** suffer **bodily injury** caused by fire, lightning, impact by aircraft or explosion at **your home** which results in loss of life, **we** will pay £50,000, or less if limited by law. The loss of life must occur within 12 months of the date of the fire, lightning, impact by aircraft or explosion.

The most **we** will pay during any one **period of insurance** is £100,000.

There is no **excess** applicable to this cover.

# Contents cover

- Freezer contents** We will pay the cost to replace food in **your** domestic freezer or refrigerator that **you** cannot use following a rise or fall in temperature.
- We will not pay if the rise or fall in temperature is a deliberate act of the power supply authority or the withholding or restricting of power by such an authority.
- There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.
- Information replacement** Following a covered loss, **we** will pay the reasonable cost of employing an external professional body or person to re-enter information on to **your** computer if **your business** or personal facts or records stored in **your** computer are lost.
- Lock replacement** We will pay to replace locks and keys to any external doors, windows, intruder alarms and safes, installed in **your home** or **outbuildings**, if they are lost, damaged or stolen.
- There is no **excess** applicable to this cover, unless a compulsory **excess** is shown on **your statement of insurance**.
- Marquees** We will pay up to £50,000 for loss or damage to marquees and associated lighting, heating, equipment and furnishings that **you** hire temporarily and for which **you** are legally responsible, whilst at **your home**.
- We will not pay for any loss or damage to items that are insured elsewhere.
- New acquisitions** We will pay up to 25% of the **contents** sum insured at **your home** for loss or damage to **your** newly acquired **contents**.
- You** must advise **us** of the acquisition within 90 days of the date of acquisition and pay the full additional premium from the date of acquisition. **We** reserve the right not to insure **your** newly acquired **contents** after the 90th day.
- Oil, gas and metered water** We will pay for loss of oil, gas or metered water from **your** household heating, cooking or water system at **your home** or **outbuildings**.
- We will not pay for any loss of metered water if **your home** is:
- **unfurnished** for more than 60 consecutive days;
  - **unoccupied** for more than 60 consecutive days;
  - undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.
- Possessions of domestic employees and guests** We will pay for loss or damage to personal property whilst in **your home** belonging to **your domestic employees** and **your guests**.
- We will not pay for any loss or damage to:
- jewellery;
  - money;
  - items that are insured elsewhere.
- Possessions of relatives in residential care** We will pay for loss or damage to personal property belonging to **your** parents or **your** grandparents, who are resident in a nursing home or residential care home.
- We will not pay for any loss or damage to items that are insured elsewhere.

# Contents cover

- Preventative measures** Following a covered loss, **we** will pay up to £5,000 which **you** incur with **our** permission to take emergency measures to avoid or mitigate further loss or damage.
- Reward** We will pay a discretionary monetary amount up to £5,000, to any individual or organisation other than **you** or the police, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss under **your policy**.  
There is no **excess** applicable to this cover.
- Tenants' gardens** We will pay up to 10% of the **contents** sum insured at **your home** where **you** are a tenant or leaseholder for loss or damage to trees, shrubs, plants and lawns. The most **we** will pay for any one tree, shrub or plant is £2,500.  
We will not pay for any loss or damage caused by or resulting from storm or flood.
- Tenants' improvements** We will pay up to 10% of the **contents** sum insured at **your home** where **you** are a tenant or leaseholder for loss or damage to **fixtures and fittings**.
- Tenants' trace and access** If oil, gas or water escapes from the household heating, cooking or water system at **your home** where **you** are a tenant or leaseholder, **we** will pay the cost of finding the source of the escape of oil, gas or water as well as the cost of removing and repairing any **fixtures and fittings** necessary to repair the household heating, cooking or water system.  
We will not pay:
- for any loss or damage to the household heating, cooking or water system itself;
  - if **your home** is **unfurnished** for more than 60 consecutive days;
  - if **your home** is **unoccupied** for more than 60 consecutive days;
  - if **your home** is undergoing **contract works** and is **unoccupied** for more than 30 consecutive days.



# Contents exclusions

*The following exclusions apply to the Contents cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

- Aircraft** We will not pay for any loss or damage to aircraft or their parts and accessories other than covered aircraft.
- Contract works** If **your home** is undergoing **contract works**, we will not pay for any loss or damage caused by or resulting from theft or attempted theft from **your home** unless violent force has been used to enter or exit **your home**.  
We will pay for loss or damage caused by or resulting from theft or attempted theft from **your home** if **your home** is undergoing **building works**.
- Deception** We will not pay for any loss or damage caused by or resulting from deception, unless deception is only used to gain entry to **your home**.
- Loss by animals** We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.  
We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.
- Loss to animals** We will not pay for any loss or damage to animals, birds, fish or any domestic pets.
- Lottery tickets and winnings** We will not pay for any loss or damage to lottery tickets or winnings.
- Motorised land vehicles** We will not pay for any loss or damage to motorised land vehicles or their parts and accessories, other than **covered land vehicles**.  
We will not pay for any loss or damage to:
  - motorcycles with an engine capacity of 50cc or less;
  - domestic gardening vehicles;
  - quad bikes;which occurs away from the grounds of **your home**.  
We will not pay for any loss or damage to any vehicle which is required to be registered for use on a public highway.
- Pollution or contamination** We will not pay for any loss or damage caused by or resulting from a **pollutant, contaminant, smog, or industrial or agricultural smoke**. We will not pay for the cost of extracting **pollutants or contaminants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.  
We will pay for loss or damage to **your contents** caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes but we will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water polluted or contaminated by oil.
- Professional restoration and cleaning** We will not pay for any loss or damage caused by or resulting from the process of being professionally repaired, restored, retouched, altered, renovated or cleaned.
- Tenants' property** We will not pay for any loss or damage to personal property belonging to **your tenants**.

# Contents exclusions

## Theft of equipment from a motorised land vehicle

We will not pay for any loss or damage caused by or resulting from theft or attempted theft of any of the following from a motorised land vehicle if the equipment is permanently installed, or removable from a housing unit which is permanently installed, in the vehicle:

- sound reproducing, receiving or transmitting equipment;
- equipment to view visual recordings;
- global positioning and navigational systems;
- data processing equipment;
- games consoles and accessories;
- scanning monitors, radar and laser detectors;
- any similar equipment including accessories and antennas.

## Unfurnished homes

If **your home** is **unfurnished** for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from:

- theft or attempted theft;
- malicious damage;
- vandalism;
- escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances.

## Unoccupied homes

If **your home** is **unoccupied**:

- for more than 60 consecutive days, **we** will not pay for any loss or damage caused by or resulting from escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius;
- for more than 30 consecutive days and is undergoing **contract works**, **we** will only pay for loss or damage at **your home** caused by or resulting from:
  - fire and smoke;
  - lightning and thunderbolt;
  - explosion;
  - earthquake;
  - impact by aircraft or other aerial devices or articles dropped or falling from them.

## Watercraft

We will not pay for any loss or damage to watercraft, including jet skis, or their parts and accessories.

We will pay for loss or damage to sailboards, surfboards, hand-propelled boats and their parts and accessories.

# Valuables, fine art and antiques cover

Valuables cover only applies if shown on **your statement of insurance**.

Fine art and antiques cover only applies if shown on **your statement of insurance**.

The sums insured for each category of **valuables** and **fine art and antiques** and for each specified item for each location are shown on **your statement of insurance**.

You must maintain an appropriate sum insured to sufficiently meet the cost of replacing all **your valuables** and **fine art and antiques** as new. To reduce the possibility of being underinsured **you** should regularly review **your** sums insured for **valuables** and **fine art and antiques** and request an increase if necessary.

## How we will settle your claim

**Payment basis** Following a covered loss, **we** will pay as follows:

**Partial loss** If an item is partially lost or damaged, **we** will pay either:

- the cost to repair or restore the item to its condition immediately before the loss. If the value of the item after the repair or restoration is less than the market value immediately before the loss **we** will also pay the difference, or;
- the reduction in the market value of the item after the loss.

The most **we** will pay for a specified item is the sum insured for that item shown on **your statement of insurance**.

The most **we** will pay for an unspecified item is the sum insured for that category of **valuables** or **fine art and antiques** shown on **your statement of insurance**, or the unspecified limit per item shown on **your statement of insurance**, whichever is less.

**Total loss** If a specified item is lost or totally destroyed, **we** will pay the sum insured for that item shown on **your statement of insurance**.

If an unspecified item is lost or totally destroyed, **we** will pay the cost to replace the item. The most **we** will pay for an unspecified item is the sum insured for that category of **valuables** or **fine art and antiques** shown on **your statement of insurance**, or the unspecified limit per item shown on **your statement of insurance**, whichever is less.

**Death of the artist** Following a covered loss to a specified item of **fine art and antiques**, **we** will pay up to 200% of the sum insured for that item shown on **your statement of insurance** if its value has increased due to the death or permanent disablement of the artist during the current **period of insurance**.

**Enhanced replacement cover** Following a covered loss to a specified item of **fine art and antiques**, **we** will pay up to its market value even if this amount is greater than the sum insured for that item shown on **your statement of insurance**.

**We** will only pay Enhanced replacement cover if the sum insured for the specified item of **fine art and antiques** can be substantiated by a professional valuation undertaken within 3 years immediately prior to the covered loss.

The most **we** will pay is the total sum insured for **fine art and antiques** shown on **your statement of insurance**.

**Matching of articles** Following a covered loss to part of a pair, set or suite, **we** will pay the full replacement cost of the entire pair, set or suite if **you** surrender the undamaged part(s) of the pair, set or suite to **us**.

The most **we** will pay for a specified item is the sum insured for that pair, set or suite shown on **your statement of insurance**.

The most **we** will pay for an unspecified item is the sum insured for that category of **valuables** or **fine art and antiques** shown on **your statement of insurance**, or the unspecified limit per item shown on **your statement of insurance**, whichever is less.

**Inflation protection** During the **period of insurance**, the sums insured will be adjusted each month to reflect the current effect of inflation. At the time of a covered loss, **your** sums insured will include any increase in the Retail Price Index, Consumer Price Index, Consumer Durables Index or any other appropriate index.

**We** will not make a charge for any inflation protection during the **period of insurance**, but each time **your policy** is renewed, **we** will re-calculate the premium on the adjusted sums insured.

# Valuables, fine art and antiques cover

**Excess** The excess shown on your statement of insurance will apply to each and every covered loss unless stated otherwise in your policy.

**Aggravated burglary and Aggravated theft excess waiver** The excess shown on your statement of insurance will not apply to a covered loss for aggravated burglary or aggravated theft. This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory excess shown on your statement of insurance.

**Large loss excess waiver** The excess shown on your statement of insurance will not apply to a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to any compulsory excess shown on your statement of insurance.

# Valuables, fine art and antiques cover

## What is covered

We will pay for loss or damage to **your valuables or fine art and antiques** that occurs anywhere in the world unless stated otherwise in **your policy** or unless an exclusion applies.

We will only pay for loss or damage to **jewellery** shown on **your statement of insurance** as kept in the bank, whilst kept in the bank.

## Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

**Defective title** We will pay the sum insured for a specified item of **fine art and antiques** if **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it.

We will only pay Defective title cover if:

- the item was bought by **you** since the inception of **your policy**;
- **you** advise **us** of the claim during the **period of insurance**;
- **you** made reasonable enquiries about the item's provenance before **you** bought the item.

The most **we** will pay during any one **period of insurance** is £100,000.

We will not pay for any items that were inherited or given to **you**.

**Jewellery kept in a bank** We will pay for loss or damage to **jewellery** shown on **your statement of insurance** as kept in the bank, whilst temporarily removed from the bank for a maximum of 30 days during any one **period of insurance**.

The most **we** will pay for **jewellery** temporarily removed from the bank is £50,000.

**New acquisitions** We will pay up to 25% of the total sum insured for that category of **valuables or fine art and antiques** shown on **your statement of insurance** for loss or damage to **your** newly acquired **valuables or fine art and antiques**.

**You** must advise **us** of the acquisition within 90 days of the date of acquisition and pay the full additional premium from the date of acquisition. **We** reserve the right not to insure **your** newly acquired **valuables or fine art and antiques** after the 90th day.

**Preventative measures** Following a covered loss, **we** will pay up to £5,000 which **you** incur with **our** permission to take emergency measures to avoid or mitigate further loss or damage.

**Reward** We will pay a discretionary monetary amount up to £5,000, to any individual or organisation other than **you** or the police, for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss under **your policy**.

There is no **excess** applicable to this cover.

**Unfinished commissions** We will pay up to 25% of the total **fine art and antiques** sum insured shown on **your statement of insurance**, for the amount **you** have paid or are contracted to pay for an item of **fine art and antiques** **you** have commissioned during the **period of insurance** which cannot be completed due to the death or permanent disablement of the artist during the **period of insurance**.

# Valuables, fine art and antiques exclusions

*The following exclusions apply to the Valuables and fine art and antiques cover of your policy. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

**Contract works** If **your home** is undergoing **contract works**, we will not pay for any loss or damage caused by or resulting from theft or attempted theft from **your home** unless violent force has been used to enter or exit **your home**.

We will pay for loss or damage caused by or resulting from theft or attempted theft if **your home** is undergoing **building works**.

**Deception** We will not pay for any loss or damage caused by or resulting from deception, unless deception is only used to gain entry to **your home**.

**Loss by animals** We will not pay for any loss or damage caused by or resulting from vermin, insects or rodents.  
We will pay for resultant damage unless stated otherwise in **your policy** or unless an exclusion applies.

**Pollution or contamination** We will not pay for any loss or damage caused by or resulting from a **pollutant, contaminant, smog, or industrial or agricultural smoke**.

We will pay for loss or damage to **your valuables, fine art and antiques** caused by or resulting from the escape of oil from any fixed tanks, apparatus or pipes.

**Professional restoration and cleaning** We will not pay for any loss or damage caused by or resulting from the process of being professionally repaired, restored, retouched, altered, renovated or cleaned.

**Unfurnished homes** If **your home** is **unfurnished** for more than 60 consecutive days, we will not pay for any loss or damage caused by or resulting from:

- theft or attempted theft;
- malicious damage;
- vandalism;
- escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances.

**Unoccupied homes** If **your home** is **unoccupied**:

- for more than 60 consecutive days, we will not pay for any loss or damage caused by or resulting from escape of water from, or freezing or forcible or violent bursting of, fixed tanks, apparatus, pipes or appliances unless the heating and water system is drained and the appliance is turned off, or the heating is left on constantly at a minimum of 10 degrees Celsius;
- for more than 30 consecutive days and is undergoing **contract works**, we will only pay for loss or damage at **your home** caused by or resulting from:
  - fire and smoke;
  - lightning and thunderbolt;
  - explosion;
  - earthquake;
  - impact by aircraft or other aerial devices or articles dropped or falling from them.

# Liability cover

Your liability as owner of **your buildings** and its land is only covered if **you** have a **buildings** sum insured for the relevant **home** shown on **your statement of insurance**.

Your personal liability, **your** liability as occupier of **your buildings** and **your** liability to **domestic employees** are only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.

## How we will settle your claim

**Liability limit** This insurance applies separately to each of **you** against whom a claim is made or a lawsuit is brought, but **we** will not pay more than the liability limits shown below, regardless of how many claims, **homes** or people are involved in the **incident**.

**Excess** There is no **excess** applicable to any claim under this section of cover unless stated otherwise in **your policy**.

## What is covered

We will pay for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

**Property owner's liability** We will pay up to £10,000,000 for **damages you** are legally liable to pay as owner of **your buildings** and its land for **bodily injury** or **property damage**.

**Personal liability** We will pay up to £10,000,000 for **damages you** are legally liable to pay for **bodily injury** or **property damage**, that occurs anywhere in the world.

**Occupier's liability** We will pay up to £10,000,000 for **damages you** are legally liable to pay as occupier of **your buildings** for **bodily injury** or **property damage**.

**Domestic employer's liability** We will pay up to £10,000,000 for **damages you** are legally liable to pay for all covered claims in respect of any one **incident** for **bodily injury** to any **domestic employee**. The **incident** must arise from the work the person is employed to do for **you** as a **domestic employee** or in **incidental farming** work they do for **you** and it must occur in the **United Kingdom** or during a temporary trip abroad.

## Additional covers

We will also pay for the following additional covers unless stated otherwise in **your policy** or unless an exclusion applies:

**Credit cards, forgery and counterfeiting** Credit cards, forgery and counterfeiting is only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.

We will pay up to £50,000 for any amount **you** are legally obliged to pay resulting from:

- the theft or loss of a bank card, credit card, debit card or charge card issued in **your** name provided that **you** have followed the terms and conditions under which the card was issued;
- loss caused by forgery or alteration of any cheque or negotiable document;
- loss caused by accepting any counterfeit paper currency in good faith.

# Liability cover

- Defective premises liability** Defective premises liability is only covered if **you** have a **buildings** sum insured shown on **your statement of insurance**.
- We will pay up to £10,000,000 for **damages you** are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of any private home which **you** previously owned or occupied and where no other insurance covers the liability.
- In addition, the insurance provided in respect of liability arising by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 will continue for a period of seven years from the date of cancellation of this **policy** in respect of the **buildings** insured at the date of cancellation but will not apply where a more recently effected or current insurance policy covers **your** liability.
- Defence costs** We will pay legal defence costs and legal expenses which **you** incur with **our** permission.
- In jurisdictions where **we** may be prevented from defending **you** for a covered loss, because of local laws or other reasons, **we** will only pay those legal defence expenses which **you** incur with **our** permission for **your** defence.
- Our** duty to defend any claim or suit arising out of a single **incident** ends when the amount **we** have paid in **damages** for that **incident** equals the liability limit.
- Director's and officer's liability** Director's and officer's liability is only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.
- We will pay up to £5,000,000 for **damages you** are legally liable to pay arising out of any voluntary work as a director or officer for an organised and registered **charity**.
- An **excess** of £500 will apply to each and every covered loss.
- Golfer's extension** Golfer's extension is only covered if **you** have a **contents** sum insured shown on **your statement of insurance**.
- We will pay for the following whilst **you** are playing golf or participating in any activity at a golf club anywhere in the world:
- Hole-in-one cover** We will pay up to £1,000 for expenses incurred in the event of **you** achieving a 'hole-in-one' during an official competition. The score cards and certificate from **your** club or competition secretary must be submitted to **us** in the event of a claim.
- Personal accident** We will pay up to £50,000, or less if limited by law, if **you** suffer an **accident** whilst playing golf which results in loss of life, **dismemberment** or **permanent total disablement**. The loss of life, **dismemberment** or **permanent total disablement** must occur within 12 months of the **accident**.
- Third party damage** We will pay up to £10,000,000 for **property damage** to another person's property caused by **you** playing golf, irrespective of legal liability.
- Liability as a tenant** Liability as a tenant is only covered if **you** have a **contents** sum insured for the relevant home shown on **your statement of insurance**.
- We will pay up to £10,000,000 for **damages you** are legally liable to pay because of **your** tenancy of the **home** or any buildings occupied as student accommodation by **you** following loss or damage that would be insured under the Buildings cover of this **policy**, regardless of whether the buildings are insured under **your policy**.



# Liability cover

## **Reversal of damages**

We will pay up to £10,000,000 for **damages** you have been awarded in a court of the **United Kingdom** if they have not been paid to **you** within 3 months of the date of the award, provided this **policy** would have insured **you** if the award had been made against **you** rather than in **your** favour and providing that no appeal is pending.

You must repay to us any amount we pay, if **you** subsequently receive the **damages**.

## **Sponsorship protection**

We will pay up to £2,500 to a **charity** or other non-profit making organisation if **you** are unable to participate in an event for which **you** have been sponsored due to an **accident** or illness, if the sponsors do not pay their sponsorship donation.

## **Unattached land**

Unattached land is only covered if **you** have a **buildings** sum insured shown on **your statement of insurance**.

We will pay up to £10,000,000 for **damages** you are legally liable to pay as owner of **your unattached land** in the **United Kingdom** for **bodily injury** or **property damage**.

# Liability exclusions

*The following exclusions apply to the Liability cover of your policy. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

<b>Aircraft</b>	We will not pay for any <b>damages</b> arising from the ownership, possession, use, maintenance, loading or unloading of any aircraft other than <b>covered aircraft</b> .
<b>Bodily injury to you</b>	We will not pay for any <b>damages</b> for <b>bodily injury</b> to you.
<b>Business activity</b>	We will not pay for any <b>damages</b> arising from a <b>business</b> activity carried out by you. We will pay for <b>damages</b> arising from: <ul style="list-style-type: none"><li>• the ownership, possession or use of <b>your home</b> being rented to others;</li><li>• <b>incidental business at your home</b>;</li><li>• <b>incidental business away from your home</b>;</li><li>• <b>incidental farming</b>.</li></ul>
<b>Communicable disease</b>	We will not pay for any <b>damages</b> arising directly or indirectly from the transmission of any communicable illness, disease or virus whether transmitted intentionally or unintentionally. We will not pay for any <b>damages</b> arising directly or indirectly from any threat or exposure or any consequences resulting from that illness, disease or virus.
<b>Contract works</b>	We will not pay for any <b>damages</b> arising from <b>contract works</b> where the estimated cost of those <b>contract works</b> exceeds 20% of the <b>buildings</b> sum insured or £1,000,000 whichever is less or where those <b>contract works</b> alter the square footage of <b>your home</b> or <b>outbuildings</b> or involve subterranean alteration. We will pay for <b>damages</b> arising from <b>building works</b> .
<b>Contractual liability</b>	We will not pay for any <b>damages</b> arising from a contract or agreement, other than <b>your</b> liability as a tenant, whether written or not, which imposes a liability which would not have existed without the contract or agreement.
<b>Dangerous dogs</b>	We will not pay for any <b>damages</b> arising from the ownership, possession or use of any dog described in Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.
<b>Domestic employer's liability</b>	We will not pay for any <b>damages</b> arising from any judgment or award given or made outside the courts of a member of the European Union.
<b>Libel, slander or defamation</b>	We will not pay for any <b>damages</b> arising from libel, slander or defamation.

# Liability exclusions

<b>Motorised land vehicles</b>	<p>We will not pay for any <b>damages</b> arising from the ownership, possession or use of any motorised land vehicles, other than <b>covered land vehicles</b>.</p> <p>We will not pay for any <b>damages</b> arising from the ownership, possession or use of any:</p> <ul style="list-style-type: none"><li>• motorcycles with an engine capacity of 50cc or less;</li><li>• domestic gardening vehicles;</li><li>• quad bikes;</li></ul> <p>for an <b>incident</b> which occurs away from the grounds of <b>your home</b>.</p> <p>We will not pay for any <b>damages</b> arising from the ownership, possession or use of any vehicle which is required to be registered for use on a public highway.</p>
<b>Pollution or contamination</b>	<p>We will not pay for any <b>damages</b> arising from a <b>pollutant, contaminant</b>, smog, or industrial or agricultural smoke, unless it can be proven to <b>our</b> satisfaction that the <b>damages</b> have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.</p> <p>We will not pay for any <b>damages</b> arising from the extraction of <b>pollutants</b> or <b>contaminants</b> from land or water, or the removal, restoration or replacement of polluted or contaminated land or water, unless it can be proven to <b>our</b> satisfaction that the <b>damages</b> have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place.</p>
<b>Professional services</b>	<p>We will not pay for any <b>damages</b> arising from <b>you</b> performing or failing to perform professional services, including advice, for which <b>you</b> are legally responsible or licensed.</p>
<b>Property in your care</b>	<p>We will not pay for any <b>damages</b> for property which <b>you</b> own, is held in trust by <b>you</b> or is in <b>your</b> custody or control.</p>
<b>Punitive damages</b>	<p>We will not pay for any punitive fines, penalties or <b>damages</b>.</p>
<b>Unlicensed firearms</b>	<p>We will not pay for any <b>damages</b> arising from the ownership, possession or use of any unlicensed firearm.</p>
<b>Watercraft</b>	<p>We will not pay for any <b>damages</b> arising from the ownership, possession or use of any watercraft, including jet skis.</p> <p>We will pay for <b>damages</b> arising from the ownership, possession or use of sailboards, surfboards and hand-propelled boats.</p>

# Lifestyle protection cover

*Lifestyle protection cover only applies if shown on your statement of insurance.*

## How we will settle your claim

- Lifestyle protection limit** This insurance applies separately to each covered person, but we will not pay more than the lifestyle protection limits shown below, regardless of how many homes or people are involved in the incident.
- Excess** There is no excess applicable to any claim under this section of cover unless stated otherwise in your policy.

## What is covered

We will pay for the following covers unless stated otherwise in your policy or unless an exclusion applies:

- Aggravated burglary** We will pay the following costs and benefits incurred with our permission as a direct result of aggravated burglary:
- up to £7,500 for reasonable, temporary accommodation if you move out of your home, incurred within 12 months of the aggravated burglary;
  - up to £10,000 to improve the security at your home, incurred within 12 months of the aggravated burglary;
  - up to £10,000 for expenses you incur if you permanently relocate away from your home, incurred within 12 months of the aggravated burglary;
- We will not pay for any costs if your home was already for sale prior to the aggravated burglary;
- up to £10,000 for you to use professional security guards or for you to seek advice from professional security consultants, incurred within 12 months of the aggravated burglary;
  - up to £20,000 per person for lost personal income incurred within 12 months of the aggravated burglary.
- The most we will pay is £40,000 for each aggravated burglary;
- up to £25,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the aggravated burglary.
- The most we will pay is £50,000 for each aggravated burglary;
- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the aggravated burglary.
- The most we will pay is £50,000 for each aggravated burglary;
- £100,000, or less if limited by law, per person for death or dismemberment occurring within 12 months of the aggravated burglary.
- The most we will pay is £200,000 for each aggravated burglary.

# Lifestyle protection cover

**Aggravated theft** We will pay the following costs and benefits which you incur with our permission as a direct result of aggravated theft:

- up to £20,000 per person for lost personal income, incurred within 12 months of the aggravated theft.  
The most we will pay is £40,000 for each aggravated theft;
- up to £25,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the aggravated theft.  
The most we will pay is £50,000 for each aggravated theft;
- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the aggravated theft.  
The most we will pay is £50,000 for each aggravated theft;
- £100,000, or less if limited by law, per person for death or dismemberment, occurring within 12 months of the aggravated theft.  
The most we will pay is £200,000 for each aggravated theft.

**Air rage** We will pay the following costs which you incur with our permission as a direct result of air rage:

- up to £25,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the air rage.  
The most we will pay is £50,000 for each air rage;
- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the air rage.  
The most we will pay is £50,000 for each air rage.

**Carjacking** We will pay the following costs and benefits incurred with our permission as a direct result of carjacking:

- up to £5,000 per person for accommodation expenses necessarily incurred to remain with the driver or occupant of the vehicle, whilst they are receiving medical treatment during the 12 months immediately following the carjacking
- up to £5,000 per person for any other expenses necessarily incurred within 12 months of the carjacking;
- up to £20,000 per person for lost personal income, incurred within 12 months of the carjacking.  
The most we will pay is £40,000 for each carjacking;
- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the carjacking.  
The most we will pay is £50,000 for each carjacking;
- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the carjacking.  
The most we will pay is £50,000 for each carjacking;
- £100,000, or less if limited by law, per person for death or dismemberment, occurring within 12 months of the carjacking.  
The most we will pay is £200,000 for each carjacking.

# Lifestyle protection cover

**Hostage situation** We will pay the following costs and benefits which **you** incur with **our** permission as a direct result of a **hostage situation**:

- up to £20,000 per person for lost personal income, incurred within 12 months of the **hostage situation**.

The most **we** will pay is £40,000 for each **hostage situation**;

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **hostage situation**.

The most **we** will pay is £50,000 for each **hostage situation**;

- up to £25,000 per person for medical expenses prescribed by a physician incurred within 12 months of the **hostage situation**.

The most **we** will pay is £50,000 for each **hostage situation**;

- £100,000, or less if limited by law, per person for death or **dismemberment**, occurring within 12 months of the **hostage situation**.

The most **we** will pay is £200,000 for each **hostage situation**.

## **Personal intimidation**

We will pay the following costs which **you** incur with **our** permission as a direct result of **personal intimidation**:

- up to £7,500 for reasonable, temporary accommodation if **you** move out of **your home**, incurred within 12 months of the **personal intimidation**;

- up to £10,000 to improve the security at **your home**, incurred within 12 months of the **personal intimidation**;

- up to £10,000 for **you** to use professional security guards or for **you** to seek advice from professional security consultants, incurred within 12 months of the **personal intimidation**;

- up to £10,000 per person for psychiatric services prescribed by a physician incurred within 12 months of the **personal intimidation**.

The most **we** will pay during any one **period of insurance** is £30,000.

## **Road rage**

We will pay the following costs incurred with **our** permission as a direct result of **road rage**:

- up to £25,000 per person for psychiatric services prescribed by a physician, incurred within 12 months of the **road rage**.

The most **we** will pay is £50,000 for each **road rage**;

- up to £25,000 per person for medical expenses prescribed by a physician, incurred within 12 months of the **road rage**.

The most **we** will pay is £50,000 for each **road rage**.

# Lifestyle protection exclusions

*The following exclusions apply to the Lifestyle protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

**Intentional acts** We will not pay for any costs or benefits arising from **you** or **your guest** committing or attempting to commit:

- suicide;
- an intentional act of **dismemberment**.

**Persons known to you** We will not pay for any costs or benefits arising from the acts of any of the following, except under Personal intimidation cover:

- **you**;
- **your** relative or ex-relative;
- an estranged or former spouse of **you**, **your** relative or ex-relative;
- a domestic partner or former domestic partner of **you**, **your** relative or ex-relative.

# Legal protection, Home assistance and Cyber assistance

Legal protection, Home assistance and Cyber assistance cover is underwritten and administered by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS.

## 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 | number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

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

## 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).

Legal protection cover only applies if shown on **your statement of insurance**.

## Helpline services

The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS.

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls.

When phoning, please tell **us** **your** policy number. Please do not phone **us** to report a general insurance claim.

## EuroLaw Legal advice service

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

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

## Tax advice service

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

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

## Health and medical information service

**We** will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in **your** area, including local NHS dentists.

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



# Legal protection, Home assistance and Cyber assistance

**For the following 3 assistance services, you will be responsible for paying the costs for the help provided**

## **Veterinary assistance service**

If your pet is injured, we can help find a vet who can offer treatment

## **Childcare assistance**

We will arrange help following an emergency (such as illness or injury to you) if a regular service child minder cannot attend or you have to leave children at home unexpectedly.

## **Home help**

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

**To contact any of the above helpline services, please phone: 0117 933 0621**

## **Counselling service**

We will provide you with a confidential counselling service over the phone if you are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which we refer you.

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

**To contact the counselling helpline, please phone: 0344 893 9012**

## **Identity theft service**

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

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

**To contact the identity theft helpline, please phone: 0344 848 7071**

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

# Legal protection, Home assistance and Cyber assistance definitions

*The following definitions apply to the Legal protection, Home assistance and Cyber assistance covers of your policy. Additional definitions apply and are shown in Definitions.*

<b>Computer virus</b>	Any malicious software (malware), program code or programming instruction designed to cause damage to <b>your home systems</b> .
<b>Costs and expenses</b>	<ul style="list-style-type: none"><li>• For Legal protection cover, all reasonable and necessary costs chargeable by the <b>representative</b> and agreed by <b>us</b> in accordance with the <b>DAS Standard terms of appointment</b>;</li><li>• For Legal protection cover, the costs incurred by opponents in civil cases if <b>you</b> have been ordered to pay them, or pay them with <b>our</b> agreement.</li><li>• For Cyber assistance cover, all reasonable and necessary costs and expenses <b>we</b> agree to in writing for investigating, rectifying or resolving <b>your</b> claim.</li></ul>
<b>Cryptocurrencies</b>	Any digital asset (such as Bitcoin) within a decentralised (operating independently from a central bank) payment network of accounts, balances and transactions that uses secure communication to prevent counterfeiting and fraudulent payments.
<b>Cyber event</b>	<ul style="list-style-type: none"><li>• malicious deletion, corruption, unauthorised access to, or theft of <b>data</b>; or</li><li>• total or partial loss, damage, destruction, corruption or disruption caused by <b>computer virus</b>, <b>hacking</b> or <b>denial of service attack</b>;</li></ul> affecting <b>your home systems</b> .
<b>DAS Standard terms of appointment</b>	The terms and conditions, including the amount <b>we</b> will pay the <b>representative</b> , that <b>we</b> apply to the relevant type of claim. This could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an representative the amount is currently £100 per hour. This amount may vary from time to time.
<b>Data</b>	Facts, concepts, information, ideas, text, recordings and images which are converted to a form which is processed by <b>your home systems</b> , but not including software and programs.
<b>Date of occurrence</b>	<p>For civil cases, the date of the event which leads to a claim, or if there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the first of these events (This is the date the event happened, which may be before the date <b>you</b> first became aware of it.);</p> <p>For criminal cases, the date when <b>you</b> began, or are alleged to have begun, to break the criminal law in question;</p> <p>For Tax protection, the date when HM Revenue &amp; Customs first notifies <b>you</b> in writing of their intention to make an enquiry.</p>
<b>Denial of service attack</b>	Malicious and unauthorised attack which prevents the use of or access to <b>your home systems</b> by disrupting their connection to the internet.
<b>Emergency</b>	The sudden or unexpected occurrence of an <b>incident</b> during the <b>period of insurance</b> , which necessitates immediate corrective action to: <ul style="list-style-type: none"><li>a) prevent damage or further damage to <b>your home</b>; or</li><li>b) make <b>your home</b> secure; or</li><li>c) relieve <b>you</b> of unreasonable discomfort, risk or difficulty.</li></ul>

# Legal protection, Home assistance and Cyber assistance definitions

<b>Emergency Assistance Limit</b>	£1,500 (including VAT) for the call-out charge, labour costs, parts and materials for each incident following an <b>emergency</b> . This does not include any amount payable in respect of hotel accommodation.
<b>Hacking</b>	Unauthorised or malicious access to any <b>home systems</b> by electronic means.
<b>Home</b>	<ul style="list-style-type: none"><li>• <b>Your</b> principal home or a second/weekend/holiday home shown on <b>your statement of insurance</b>, used or lived in by <b>you</b> or used as holiday accommodation by anyone else with <b>your</b> permission;</li><li>• For Home assistance cover this includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings (other than where an outbuilding is used as a residential dwelling or for <b>your</b> profession or trade), sheds, detached garages or anything outside the legal boundary of the property.</li></ul>
<b>Home systems</b>	Any personal computing or electronic device that connects to the internet or to other electronic devices and any associated <b>data</b> , software and programs.
<b>Hotel accommodation</b>	The room-only cost of one night's accommodation for <b>you</b> if <b>your home</b> remains uninhabitable following an <b>emergency</b> . The most <b>we</b> will pay for <b>hotel accommodation</b> is £150 (including VAT) per person subject to a maximum total of £400 (including VAT).
<b>Identity theft</b>	The theft or unauthorised use of <b>your</b> personal identification which has resulted in the unlawful use of <b>your</b> identity.
<b>Main heating system</b>	The main hot-water or central-heating system in <b>your home</b> . This includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hot-water systems or any form of solar heating.
<b>Nuisance</b>	Any unlawful interference with <b>your</b> use or enjoyment of <b>your</b> land, or some right over, or in connection with it.
<b>Plumbing and drainage</b>	The cold-water supply and drainage system within the boundary of <b>your home</b> and for which <b>you</b> are legally responsible. This does not include: <ul style="list-style-type: none"><li>a) pipes for which <b>your</b> water supply or sewerage company are responsible;</li><li>b) rainwater drains and soakaways.</li></ul>
<b>Preferred law firm</b>	A law firm or barristers' chambers <b>we</b> choose to provide legal services.
<b>Reasonable prospects</b>	For civil cases, where the prospects that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, is at least 51%.
<b>Representative</b>	The <b>preferred law firm</b> , law firm, accountant or other suitably qualified person <b>we</b> appoint to act on <b>your</b> behalf.
<b>Territorial limits</b>	<ul style="list-style-type: none"><li>• Anywhere in the world for Bodily injury and Contract disputes;</li><li>• <b>United Kingdom</b> for Clinical negligence, Court attendance, Employment Disputes, Identity theft protection, Legal defence, Planning application appeals, Property protection, Service occupancy and Tax protection.</li></ul>
<b>Vermin</b>	Wasps' and/or hornets' nests, rats, mice; or grey squirrels.
<b>We, us, our</b>	<ul style="list-style-type: none"><li>• DAS Legal Expenses Insurance Company Limited.</li></ul>
<b>You, your</b>	The person or persons named on <b>your statement of insurance</b> , a spouse or partner who permanently resides with them and any member of their family who permanently resides with them, including <b>domestic employees</b> and students temporarily living away from <b>home</b> .

# Legal protection cover

## Our agreement

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

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

We, or a **preferred law firm** on our behalf, will assess whether there are **reasonable prospects**.

Anyone claiming under this section must have the policyholder's agreement to claim.

## What we will pay

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

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

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 £250,000.

The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm, where acting as a **representative** is currently £100 per hour. This amount may vary from time to time.

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

## What we will not pay

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

## What is covered

We will pay a **representative** for **costs and expenses** for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

**Bodily injury** A specific or sudden accident that causes **your** death or **bodily injury**.

**Clinical negligence** An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes **your** death or **bodily injury**.

### Contract disputes

**Goods or services** A contractual dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:

- buying or hiring in goods or services;
- selling goods;
- renting **your home** as a tenant.

**Your home** Negotiation of **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your home**.

# Legal protection cover

**Court attendance** Your absence from work:

- to attend any court or tribunal at the request of the **representative**;
- to perform jury service;
- to carry out activities specified in **your identity theft** action plan under the Identity theft protection section of **your policy**.

The most **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount **you** are given by the court.

## Employment disputes

**Employee disputes**

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

**Employer disputes**

Defence of **your** legal rights in legal proceedings in respect of any dispute with:

- a **domestic employee**, prospective **domestic employee** or ex-**domestic employee** arising from or relating to a contract of employment with **you**;
- a **domestic employee**, prospective **domestic employee** or ex-**domestic employee** arising from an alleged breach of their statutory rights under employment legislation.

## Identity theft protection

Following a call to the identity theft helpline service, once it has been established **you** are the victim of identity theft, **we** will:

- assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity;
- pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies;
- pay the cost of replacement documents to help restore **your** identity and credit status;
- pay **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
- pay **costs and expenses** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to identity theft;
- pay loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Provided that:

- **you** have notified **your** bank or building society as soon as possible;
- **you** have taken all reasonable action to prevent continued unauthorised use of **your** identity.

# Legal protection cover

## Legal defence

**Employment** Defence of **your** legal rights if an event arising from **your** work as an employee leads to:

- **you** being interviewed by the police or others with the power to prosecute;
- **you** being prosecuted in a court of criminal jurisdiction;
- civil action being taken against **you** under:
  - legislation for unlawful discrimination;
  - data protection legislation.
  - a disciplinary case being brought against **you** by the relevant authority.

**Motor vehicle** Defence of **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**Planning application appeals** We will negotiate on **your** behalf following the refusal of the Local Planning Authority to grant planning permission following **your** request for planning approval provided that:

- **you** have taken all reasonable steps to ensure planning permission is granted, such as consulting with the Local Authority prior to submitting **your** application;
- **you** have exhausted every alternative option to secure planning approval prior to launching a planning application appeal.

The most **we** will pay for planning application appeals is £5,000.

## Property protection

A civil dispute relating to **your home** or **contents** following:

- an event which causes or could cause physical damage to such material property. The amount in dispute must be more than £100;
- a **nuisance**;
- a trespass.

An **excess** of £250 will apply to each and every claim for **nuisance** or trespass and is payable as soon as **we** accept the claim.

## Service occupancy

A dispute against a **domestic employee** or **ex-domestic employee** to recover possession of **your home**.

## Tax protection

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

# Legal protection conditions

*The following conditions apply to the Legal protection cover of your policy. Your failure to comply with these conditions may result in your claim not being met, or not being met in full. Additional conditions apply and are shown in General policy conditions.*

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

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

**Costs and expenses** **You** must instruct the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.

**You** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

**Law that applies** This policy is governed by the law that applies in the part of the **United Kingdom**, where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

**Legal representation** On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **representative**.

If **you** choose a law firm as **your representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **representative**) is currently £100 per hour. This amount may vary from time to time.

The **representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

**Offers of settlement** **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.

If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

**We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

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

# Legal protection conditions

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

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

**Your responsibilities**

- **You** must co-operate fully with **us** and the **appointed representative**;
- **You** must give the appointed representative any instructions that **we** ask **you** to.



# Legal protection exclusions

*The following exclusions apply to the Legal protection cover of **your policy**. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

- Bodily injury** We will not pay for any claim relating to:
- clinical negligence;
  - the defence of **your** legal rights other than the defence of a counter-claim;
  - illness or **bodily injury** that happens gradually;
  - psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused **bodily injury** to **you**.
- Clinical negligence** We will not pay for any claim relating to:
- the failure or alleged failure to correctly diagnose **your** condition;
  - psychological injury or mental illness that is not associated with **you** having suffered **bodily injury**.
- Contract disputes** We will not pay for any claim relating to:
- a dispute arising from any loan, mortgage, pension, investment or borrowing;
  - a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings.
- However **we** will pay a **representative** for **costs and expenses** to negotiate **your** legal rights in a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.
- the amount of settlement payable under an insurance policy, however **we** will cover a dispute if **your** insurer refuses **your** claim.
- Costs and expenses** We will not pay for any **costs and expenses**:
- incurred before **our** written acceptance of a claim;
  - incurred by **you** for a legal action that **we** or the **representative** have not agreed to or where **you** do anything that hinders **us** or the **representative**.
- Defamation** We will not pay for any claim relating to written or verbal remarks that damage **your** reputation.
- Dishonesty or violent behaviour** We will not pay for any claim where an allegation of dishonesty or violent behaviour has been made against **you**.
- Dispute with us** We will not pay for any claim relating to a dispute with **us**, not otherwise dealt with by arbitration under this section of cover, or Zurich Insurance plc.
- Employment disputes** We will not pay for any claim:
- arising from or relating to any employers' disciplinary hearings or internal grievance procedures;
  - relating solely to **bodily injury**;
  - arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005;
  - unless the **domestic employee** is, or the **ex-domestic employee** was, employed within the **United Kingdom**;
  - for a settlement agreement while **you** are still employed.

# Legal protection exclusions

<b>Fines and penalties</b>	We will not pay for any fines, penalties, compensation or damages <b>you</b> are ordered to pay by a court or other authority.
<b>Identity theft protection</b>	We will not pay for claims arising from or relating to: <ul style="list-style-type: none"><li>• fraud committed by anyone entitled to make a claim under this section;</li><li>• losses arising from <b>your</b> business activities.</li></ul>
<b>Judicial review</b>	We will not pay for any claim relating to a judicial review, coroner's inquest or fatal accident inquiry.
<b>Late notification</b>	We will not pay for any claim that has not been reported to <b>us</b> within a reasonable time of it happening and where this failure adversely affects the <b>reasonable prospects</b> of a claim or <b>we</b> consider <b>our</b> position has been prejudiced.
<b>Legal defence</b>	We will not pay for any claim relating to: <ul style="list-style-type: none"><li>• parking or obstruction offences;</li><li>• <b>you</b> driving a motor vehicle for which <b>you</b> do not have valid motor insurance;</li><li>• hacking, unauthorised access or other type of cyber attack affecting stored personal data.</li></ul>
<b>Litigant in person</b>	We will not pay for any claim where <b>you</b> are not represented by a law firm, barrister or tax expert.
<b>Planning application appeals</b>	We will not pay for claims arising from or relating to planning applications <b>you</b> make which are not for land <b>you</b> already own at the site of <b>your home</b> .
<b>Property protection</b>	We will not pay for any claim relating to: <ul style="list-style-type: none"><li>• a contract entered into by <b>you</b>;</li><li>• someone legally taking <b>your</b> material property from <b>you</b>, whether <b>you</b> are offered money or not;</li><li>• restrictions or controls placed on <b>your</b> material property by any government, public authority or local authority;</li><li>• work done by, or on behalf of, any government, public authority or local authority, unless the claim is for accidental physical damage;</li><li>• mining subsidence;</li><li>• the defence of <b>your</b> legal rights other than the defence of a counter-claim;</li><li>• the occupation of any building or land either by someone trying to take possession from <b>you</b> or for which <b>you</b> are trying to take possession;</li><li>• the enforcement of a covenant by or against <b>you</b>;</li><li>• any building or land except <b>your home</b>.</li></ul>

# Legal protection exclusions

## **Service occupancy**

We will not pay for any claim:

- unless the **domestic employee** is, or the **ex-domestic employee** was, employed within the **United Kingdom**;
- relating to the defence of **your** legal rights other than the defence of a counter-claim.

## **Tax protection**

We will not pay for any claim:

- if **you** are self-employed, a sole-trader or in a business partnership;
- relating to an investigation or enquires by HM Revenue & Customs Special Investigations or the HM Revenue & Customs Prosecution Office.

# Home assistance

## How we can help

Before asking for help, please check that the problem is covered by this section. It is important that **you** contact **our** assistance centre as soon as possible after the **home emergency**. **Our** phone lines are open 24 hours a day, 365 days a year.

Do not arrange for a contractor yourself, as **we** will not pay for this. **We** will also not pay for any work which has not been authorised in advance by **us**.

**We** will provide assistance only if **we** have given **our** agreement and only if there is someone aged 18 or over at **home** when **our** approved contractor arrives. **To claim under this section, please phone us on 0800 328 3306 and state:**

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

When **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to help **you** as quickly as possible. **We** will tell **you** what to do next. All phone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

## When we cannot help

In a situation that could result in serious risk to **you** or substantial damage to **your home**, **you** should immediately contact the emergency services (fire, police or ambulance).

If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**.

If there is an emergency relating to a service such as water or electricity, **you** should also contact any company responsible for supplying the service.

Please note that **our** usual service standards may be affected by circumstances beyond **our** reasonable control such as remote locations, bad weather or availability of parts.

**We** will not be able to help if conditions make repairs dangerous, for example **we** cannot carry out roof repairs in high winds or repair damp electrics.

At all times **we** will decide the best way of providing help.

## What we will pay

- We** will arrange and pay for a contractor to take action to resolve the **emergency**. The action taken will depend on what would be fair and reasonable in the circumstances and will be either to:
  - carry out a temporary repair (or a permanent repair if this is no more expensive); or
  - take other action, such as isolating a leaking component or gaining access to **your home** if the only available set of keys have been lost, stolen or damaged and unusable.
- We** will pay up to the **emergency assistance limit** for each incident following an **emergency**.
- If **your home** remains uninhabitable overnight following an incident, **we** will pay for **hotel accommodation**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable to remain in **your home**.

## What we will not pay

- Any costs per **emergency** which exceed the **emergency assistance limit**; and/or
- Any costs of overnight accommodation which exceed the amounts specified under **hotel accommodation**.

# Home assistance

## What is covered

You are insured for the incidents as set out below during the **period of insurance**.

<b>Roof damage</b>	Any damage to the roof of <b>your home</b> where internal damage has been caused or is likely.
<b>Plumbing and drainage</b>	Damage to, or blockage, breakage or leaking of, the drains or plumbing system that <b>you</b> are responsible for in <b>your home</b> .
<b>Main heating system</b>	Failure to function of the <b>main heating system</b> in <b>your home</b> .
<b>Domestic power supply</b>	Failure of <b>your home's</b> domestic electricity, or domestic gas supply, but not the failure of the mains supply.
<b>Toilet unit</b>	Damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of the only toilet, or of all toilets in <b>your home</b> .
<b>Home security</b>	Damage to, or the failure of, external doors, windows or locks which leaves <b>your home</b> insecure.
<b>Lost keys</b>	The only available set of keys to <b>your home</b> are lost, stolen or damaged and unusable and <b>you</b> cannot replace them, or cannot gain normal access.
<b>Vermin</b>	The sudden infestation by <b>vermin</b> in <b>your home</b> which prevents the use of the loft or one or more rooms in <b>your home</b> .

# Home assistance exclusions

*The following exclusions apply to the Home assistance cover of your policy. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

We will not pay for:

<b>Main heating</b>	We will not pay where there is a combined output of more than 70 Kw/hr for all boilers in your home.
<b>Toilet unit</b>	We will not pay for damage if there is at least one functioning toilet in your home.
<b>Vermin</b>	We will not pay for damage caused by vermin outside the main dwelling e.g. in garages and other outbuildings.
<b>Unoccupied homes</b>	A claim where your home has been left unoccupied for 60 or more consecutive days.
<b>Nobody at home</b>	Costs incurred where our approved contractor has attended at an agreed time but nobody aged 18 or over was at your home.
<b>Costs we have not agreed</b>	Costs incurred by you before we have accepted a claim.
<b>Risk to health and safety</b>	A claim where the incident cannot be resolved safely by our approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting a repair dangerous.
<b>Home maintenance</b>	Normal day-to-day home maintenance that you should carry out or pay for (such as servicing of heating and hot-water systems).
<b>Deliberate acts</b>	A claim arising from a deliberate act or omission by you.
<b>Rented properties</b>	A property that you rent or let other than where you have consented to your home being used as holiday accommodation.
<b>Replacement boilers or appliances</b>	The costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if: <ul style="list-style-type: none"><li>i it cannot be repaired; or</li><li>ii the appliance is beyond economic repair the cost of repairing the appliance is more than the cost of replacing it); or</li><li>iii repairs will cost more than the <b>emergency assistance limit</b> (we will pay up to the <b>emergency assistance limit</b> for any repairs that are carried out).</li></ul>
<b>Failure to carry out previously recommended repairs</b>	Any incident which arises from your failure to carry out work or repairs that you have previously been advised to undertake to avoid the incident occurring or recurring.
<b>Guarantee and warranty</b>	A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.

# Home assistance exclusions

<b>Incorrect installations or repairs</b>	A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.
<b>Damage caused during repairs</b>	Damage caused where it is necessary to gain access to carry out repairs.
<b>Mains supplies</b>	A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or <b>your</b> failure to buy or provide enough gas, electricity or other fuel source.
<b>Septic tanks, cess pits and fuel tanks</b>	The malfunction or blockage of septic tanks, cess pits or fuel tanks.
<b>Subsidence, landslip and heave</b>	A claim arising from <b>subsidence, landslip or heave</b> .
<b>Communal areas</b>	Any claim which would require <b>us</b> to undertake repairs or any other remedial or corrective action to: <ul style="list-style-type: none"><li>i any shared areas or communal parts of a property (or for which <b>you</b> do not have sole responsibility); or</li><li>ii any shared fixtures and fittings, facilities or services outside the legal boundary of <b>your home</b>.</li></ul>

# Home assistance conditions

*The following conditions apply to the Home assistance cover of **your policy**. **Your failure to comply with these conditions may result in your claim not being met, or not being met in full. Additional conditions apply and are shown in General policy conditions.***

## **Keeping to the policy terms**

You must:

- i Keep to the terms and conditions of this section;
- ii Maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**;
- iii Try to prevent anything happening that may cause a claim;
- iv Take reasonable steps to keep any amount **we** have to pay as low as possible.

## **Replacement parts**

**We** will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

## **Circumstances beyond our control**

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** reasonable control.

## **Losses not directly covered by this section**

**We** will not pay for losses that are not directly covered by this section. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an incident.

## **Other insurances**

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



# Cyber assistance

## Our agreement

We agree to provide the insurance described in this section for **you**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that the **cyber event** or insured incident is discovered during the **period of insurance**.

## What we will pay

The most we will pay on **your** behalf in **costs and expenses** for all claims accepted under this policy during the **period of insurance** is £100,000.

## What we will not pay

The first £100 of each and every Cyber assistance claim. **You** will be asked to pay this excess once **your** claim has been accepted.

## What is covered

- |                                 |  |
|---------------------------------|--|
| <b>Cyber assistance</b>         | We will pay <b>costs and expenses incurred</b> for the following arising as a direct result of a <b>cyber event</b> :  |
| <b>Home systems restoration</b> | Investigating, reconfiguring and rectifying any damage to <b>your home systems</b> , and restoring <b>data</b> ;   |
| <b>Computer virus removal</b>   | Locating and removing a <b>computer virus</b> from <b>your home systems</b> ;  |
| <b>Professional assistance</b>  | Hiring professional consultants to make recommendations on how to prevent <b>your home systems</b> from being infected by a <b>computer virus</b> or to prevent <b>hacking</b> . |

# Cyber assistance exclusions

*The following exclusions apply to the Cyber assistance cover of your policy. Additional exclusions apply and are shown in General policy exclusions.*

## What is not covered

<b>Cyber assistance</b>	A claim relating to the following: <ul style="list-style-type: none"><li>• the cost to recreate <b>data</b> (including <b>cryptocurrencies</b>) if <b>you</b> cannot restore it from other sources;</li><li>• the value of <b>data</b> (including <b>cryptocurrencies</b>) to <b>you</b>, even if the <b>data</b> cannot be restored.</li></ul>
<b>Advance fee fraud</b>	An advance fee fraud, fraud or scam where <b>you</b> provide an up-front payment based on the expectation of receiving in return a larger amount of money or something with a greater value.
<b>Business activities</b>	Any activities carried out by <b>you</b> for business or professional purposes.
<b>Circumstances before your policy started</b>	<ul style="list-style-type: none"><li>• circumstances which existed before any cover provided by this section started, and which <b>you</b> knew about.</li><li>• claims or circumstances which <b>you</b> have already reported, or which <b>you</b> should have reported, to a previous insurer before the <b>period of insurance</b>.</li></ul>
<b>Other insured parties</b>	Any dispute or claim between <b>you</b> and any anyone entitled to make a claim under this section.
<b>External network failure</b>	<p>Any loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by <b>you</b>. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by <b>your</b> policy, to the electrical power supply network, telecommunication network or other property.</p> <p>Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.</p>
<b>Patent</b>	Infringement of any patent.
<b>Court awards and fines</b>	<ul style="list-style-type: none"><li>• fines, penalties, or other damages that a court or other authority orders <b>you</b> to pay;</li><li>• compensation that a court or other authority orders <b>you</b> to pay.</li></ul>
<b>A dispute with DAS</b>	Any claim under this section for a dispute with <b>us</b> .
<b>Motor vehicles</b>	Any claim relating to motor vehicles, including hybrid and electric motor vehicles.

# Cyber assistance conditions

*The following conditions apply to the Cyber assistance cover of **your policy**. **Your failure to comply with these conditions may result in your claim not being met, or not being met in full. Additional conditions apply and are shown in General policy conditions.***

**Reporting a claim** As soon as **you** know about any incident or circumstance that may result in a claim under this section **you** must:

- take all reasonable steps and precautions to prevent further **damage** or other loss covered by this section;
- immediately tell the police about any loss or **damage** relating to crime and get a crime reference number;
- tell **your** insurance intermediary who arranged **your** policy (or **us**), providing full details, as soon after the incident or circumstances as possible;
- tell **your** insurance intermediary who arranged **your** policy (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

In addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance;
- keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- give **us** details of any other insurances **you** may have which may cover loss covered by this section; and
- tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

**You** must not admit responsibility or liability, or agree to pay any money or provide any services on **our** behalf, without **our** express permission.

## **Enforcing your rights**

**We** may, at **our** expense, take all necessary steps to enforce **your** rights against any third party. **We** can do this before or after **we** pay a claim. **You** must not do anything before or after **we** pay **your** claim to affect **our** rights and **you** must give **us** any help and information **we** ask for.

**You** must take reasonable steps to make sure that **you** protect **your** rights to recover amounts from third parties.

## **Disposing of home systems**

**You** must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**. If **your home system** is subject to a claim, **you** must not dispose of or destroy it unless instructed to do so by **us**.

**Reasonable care** **You** must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by this section.

**Defence software** **Your home systems** must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

# Cyber assistance conditions

## **Arbitration**

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

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

## **Law that applies**

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

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

# Legal protection, Home assistance and Cyber assistance important notes

*The following data protection and complaint information applies to the Legal Protection, Home assistance and Cyber assistance cover of **your policy**.*

## Data protection

To comply with data protection regulations **we** are committed to processing **your** 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 **your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **you** have, sensitive information such as medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice.

**We** will only obtain **your** personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold **you** 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 **your** 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 **your** 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 **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** 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 **you** have, **your** information may also be sent outside the EEA so the service provider can administer **your** claim.

**We** will take all steps reasonably necessary to ensure that **your** 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 **your** 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 **your** 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 **your** personal information to perform **our** obligations in accordance with any contract that **we** may have with **you**. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with **you**.

## How long will your information be held for?

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

## What are your rights?

You have the following rights in relation to the handling of **your** personal data:

- **You** have the right to access personal data held about **you**
- **You** have the right to have inaccuracies corrected for personal data held about **you**
- **You** have the right to have personal data held about **you** erased
- **You** have the right to object to direct marketing being conducted based upon personal data held about **you**
- **You** have the right to restrict the processing for personal data held about **you**, including automated decision-making
- **You** have the right to data portability for personal data held about **you**

# Legal protection, Home assistance and Cyber assistance important notes

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

If **you** remain dissatisfied then **you** 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)

## How to make a complaint

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
- completing **our** online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if we've been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

**You** can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service | Exchange Tower | London | E14 9SR

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

# Annual travel cover

Annual travel cover only applies if shown on **your statement of insurance**.

## How we will settle your claim

<b>Basis of cover</b>	This insurance applies separately per <b>insured person</b> per <b>trip</b> or <b>planned trip</b> .
<b>Excess</b>	An <b>excess</b> of £250 will apply to each and every covered loss unless stated otherwise in <b>your policy</b> .
<b>Aggravated burglary and Aggravated theft excess waiver</b>	The <b>excess</b> shown above will not apply to a covered loss for <b>aggravated burglary</b> or <b>aggravated theft</b> . This Aggravated burglary and Aggravated theft excess waiver does not apply to any compulsory <b>excess</b> shown on <b>your statement of insurance</b> .
<b>Large loss excess waiver</b>	No <b>excess</b> will apply to a covered loss that is greater than £10,000. This Large loss excess waiver does not apply to any compulsory <b>excess</b> shown on <b>your statement of insurance</b> .

## What is covered

We will pay for the following covers unless stated otherwise in **your policy** or unless an exclusion applies:

<b>Cancellation</b>	<p>We will pay up to £25,000 for the cost of unused travel, accommodation and excursions <b>you</b> have paid or <b>you</b> are contracted to pay, if the <b>trip</b> or <b>planned trip</b> is necessarily and unavoidably cancelled as a direct result of any of the following:</p> <ul style="list-style-type: none"><li>• <b>bodily injury</b>, illness or death of:<ul style="list-style-type: none"><li>– an <b>insured person</b>;</li><li>– a person with whom the <b>insured person</b> has arranged to travel or stay with;</li><li>– a close relative, close friend or business colleague;</li></ul></li><li>• inability to travel of an <b>insured person</b> or a person with whom the <b>insured person</b> has arranged to travel with, due to:<ul style="list-style-type: none"><li>– their compulsory quarantine;</li><li>– them being called as a court witness;</li><li>– an official requirement for them to attend emergency duty in military, medical or public service;</li><li>– them being called for jury service.</li></ul><p>We will not pay for cancellation due to jury service unless postponement has been denied by the Clerk of Court;</p></li><li>• <b>you</b> being made redundant and qualifying for redundancy payment under current legislation;</li><li>• a requirement for <b>you</b> to attend <b>your home</b> following a covered loss:<ul style="list-style-type: none"><li>– as a result of a police request, or;</li><li>– to prevent further damage to <b>your home</b>;</li></ul></li><li>• any advice or instruction by the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) against all travel to, or all but essential travel to, a country or one of its regions;</li><li>• an inability to travel for at least 12 hours due to the cancellation or delay of the outbound scheduled public transport;</li><li>• damage to <b>your</b> pre-arranged accommodation rendering it uninhabitable for the duration of <b>your stay</b>.</li></ul>
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The most we will pay for any one **trip** or **planned trip** is £100,000 regardless of the number of **insured persons**.

# Annual travel cover

- Curtailement** We will pay up to £25,000 for the cost of unused travel, accommodation and excursions **you** have paid or **you** are contracted to pay, and an **insured person's** additional repatriation costs, if the **trip** is necessarily and unavoidably curtailed as a direct result of any of the following:
- **bodily injury**, illness or death of:
    - an **insured person**;
    - a person with whom the **insured person** has arranged to travel or stay with;
    - a close relative, close friend or business colleague;
  - an official requirement for **you** to attend emergency duty in military, medical or public service;
  - a requirement for **you** to attend **your home** following a covered loss:
    - as a result of a police request, or;
    - to prevent further damage to **your home**;
  - any advice or instruction by the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) to depart or consider departing a country or one of its regions;
  - damage to **your** pre-arranged accommodation rendering it uninhabitable for the remainder of **your** stay.

The most we will pay for any one **trip** is £100,000 regardless of the number of **insured persons**.

- Emergency medical expenses** We will pay up to £10,000,000 if an **insured person** becomes ill, sustains **bodily injury** or requires dental treatment for emergency pain relief, during a **trip** outside the **United Kingdom** for the following, when reasonably and necessarily incurred:
- ambulance, hospital, medical, and surgical costs;
  - additional repatriation costs;
  - additional travel and accommodation costs;
  - additional travel and accommodation costs for up to 2 people who are required on medical advice to travel to or remain with the **insured person**;
  - funeral expenses outside the **United Kingdom**.

We will not pay for any costs or expenses arising from a medical condition for which an **insured person** is awaiting the results of medical tests or investigations or is on a hospital waiting list.

- Personal accident** We will pay £50,000, or less if limited by law, if an **insured person** suffers an **accident** when on a **trip** which results in loss of life, **dismemberment** or **permanent total disablement**. The loss of life, **dismemberment** or **permanent total disablement** must occur within 12 months of the date of the **accident**.

The most we will pay during any one **period of insurance** is £100,000.

There is no **excess** applicable to this cover.

- Catastrophe** We will pay up to £2,000 for the reasonable cost of additional transport and accommodation to enable an **insured person** to continue their **trip** if:
- they are unable to travel for least 12 hours due to the cancellation or delay of the scheduled public transport on which an **insured person** is booked to travel, or;
  - their pre-booked accommodation is inaccessible or uninhabitable.



# Annual travel cover

**Delay and detour** We will pay £150 for each completed 12 hour delay if the scheduled public aircraft on which an **insured person** is booked to travel at either the start or the end of the **trip** is:

- delayed for more than 12 hours after the scheduled departure time;
- cancelled 12 hours after the scheduled departure time, or;
- forced to make an unscheduled stop which results in a delayed arrival of more than 12 hours at the **insured person's** scheduled destination.

The most we will pay is £300.

There is no **excess** applicable to this cover.

**Delayed baggage** We will pay up to £500 for emergency items that an **insured person** necessarily purchases if their baggage is temporarily lost in transit for more than 12 hours.

There is no **excess** applicable to this cover.

**Delayed return** We will pay up to £100 per day for the following additional costs if **your trip** is necessarily extended following a covered loss:

- kennel fees;
- cattery fees;
- pet sitter fees;
- house sitter fees.

The most we will pay is £500.

There is no **excess** applicable to this cover.

## Golf

**Equipment** We will pay up to £50 per day for the cost of hiring golf equipment following loss, damage or temporary loss in transit for more than 12 hours, of an **insured person's** own or hired golf equipment.

The most we will pay is £750.

There is no **excess** applicable to this cover.

**Course closure** We will pay £50 per day if the course on which an **insured person** was booked to use is closed and there is no suitable alternative available.

The most we will pay is £750.

There is no **excess** applicable to this cover.

**Golf expenses** We will pay up to £2,000 for the cost of unused green, hire or tuition fees, **you** have paid or **you** are contracted to pay, following:

- **bodily injury**, illness or death of an **insured person**;
- loss or damage of an **insured person's** course pass.

**Hijack** We will pay up to £15,000 for the cost of unused travel, accommodation and excursions **you** have paid or **you** are contracted to pay, and an **insured person's** additional repatriation costs, if the scheduled public aircraft on which an **insured person** is travelling is hijacked.

**Hospital benefit** We will pay £100 for each completed 24 hours that **you** spend in hospital as an inpatient if **you** become ill or sustain **bodily injury** during a **trip**.

The most we will pay is £1,500.

There is no **excess** applicable to this cover.

# Annual travel cover

- Loss of documents** Following loss or damage to an **insured person's** passport, visa, travel documents or driving license whilst on a **trip**, we will pay up to £2,000 for the reasonable cost of additional transport and accommodation incurred whilst obtaining replacements or temporary replacements.
- Missed departure** We will pay up to £2,000 for the reasonable cost of additional transport and accommodation to enable an **insured person** to continue their **trip** if they fail to board their scheduled public transport due to the following:
- the failure of public transport in which they were travelling or were booked to travel to reach their scheduled public transport, or;
  - the accident or breakdown of a vehicle in which they were travelling or were booked to travel to reach their scheduled public transport.
- Search and rescue** We will pay up to £5,000 which **you** incur for the cost of search and rescue by emergency services to avoid or mitigate **bodily injury** to an **insured person**.
- Winter sports Equipment** We will pay up to £50 per day for the cost of hiring skiing or snowboarding equipment following loss, damage or temporary loss in transit for more than 12 hours, of an **insured person's** own or hired skiing or snowboarding equipment.
- The most we will pay is £750.
- There is no **excess** applicable to this cover.
- Piste closure** We will pay £50 per day if the piste on which an **insured person** was booked to use is closed and there is no suitable alternative available.
- The most we will pay is £750.
- There is no **excess** applicable to this cover.
- Ski expenses** We will pay up to £2,000 for the cost of unused ski passes, hire or tuition fees, **you** have paid or **you** are contracted to pay, following:
- **bodily injury**, illness or death of an **insured person**;
  - loss or damage of an **insured person's** ski pass.

# Annual travel exclusions

*The following exclusions apply to the Annual travel cover of **your policy**. Additional exclusions apply and are shown in **General policy exclusions**.*

<b>Activities</b>	We will not pay for any loss caused by or resulting from an <b>insured person</b> participating in: <ul style="list-style-type: none"><li>• any sport as a professional;</li><li>• armed forces activities other than under Cancellation and Curtailment;</li><li>• any <b>hazardous activity</b>.</li></ul>
<b>Aerial activity</b>	We will not pay for any loss caused by or resulting from an <b>insured person's</b> use of any aircraft unless as a passenger.
<b>Intentional acts</b>	We will not pay for any loss caused by or resulting from an <b>insured person</b> : <ul style="list-style-type: none"><li>• committing or attempting to commit suicide;</li><li>• intentionally injuring themselves;</li><li>• intentionally putting themselves in unnecessary danger, unless in an attempt to save human life.</li></ul>
<b>Maximum age limit</b>	We will not pay for any loss for an <b>insured person</b> aged 80 or over at the commencement of the <b>period of insurance</b> .  We will not pay for any loss for a <b>trip</b> or <b>planned trip</b> outside of the European Union member states, Norway and Switzerland, for an <b>insured person</b> aged 75 or over at the commencement of the <b>period of insurance</b> .
<b>Maximum trip</b>	We will not pay for any loss for a <b>trip</b> or <b>planned trip</b> exceeding 90 days.
<b>Medical advice</b>	We will not pay for any loss caused by or resulting from: <ul style="list-style-type: none"><li>• an <b>insured person's</b> failure to obtain any recommended vaccines/inoculations or medications prior to their <b>trip</b>;</li><li>• an <b>insured person</b> travelling against the advice of a physician.</li></ul>
<b>Medical conditions</b>	We will not pay for any loss caused by or resulting from: <ul style="list-style-type: none"><li>• a psychological condition, including but not limited to anxiety, stress, depression, psychiatric or eating disorders, or phobias, from which an <b>insured person</b> is suffering;</li><li>• medical or surgical treatment for which an <b>insured person</b> travelled to obtain;</li><li>• a medical condition which an <b>insured person</b> knew about at the time the <b>trip</b> or <b>planned trip</b> was booked unless the condition is normally stable and under control and the <b>insured person</b> has not been treated as an in-patient or out-patient in relation to the condition more than once in the last 12 months.</li></ul>
<b>Predictable events</b>	We will not pay for any loss caused by or resulting from an <b>incident</b> or circumstance that <b>you</b> knew or should reasonably have known about at the time the <b>trip</b> or <b>planned trip</b> was booked.
<b>United Kingdom travel</b>	We will not pay for any loss for a <b>trip</b> or <b>planned trip</b> within the <b>United Kingdom</b> unless it includes a pre-booked flight or ferry crossing or a minimum of 2 nights in paid accommodation.
<b>Use of drugs</b>	We will not pay for any loss caused by or resulting from an <b>insured person</b> taking or using any drugs other than in accordance with a physician's prescribed instructions.

#### Zurich Private Clients

[www.zurichprivateclients.co.uk](http://www.zurichprivateclients.co.uk)

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