

House Guard Extra

Policy Wording

ONECALL Claims Helpline open 24 hours a day, 365 days a year 0845 122 3019



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ONECALL

24 hour claims helpline

Words written in **bold** have special meanings. These meanings are explained in the policy definitions section of your policy booklet on pages 5, 6, 7 and 36.

ONECALL - 24 hour claims helpline

The claims helpline is open 24 hours a day, 365 days a year
0845 122 3019

Onecall is a response service with operators who can immediately confirm whether **your** policy covers **you** for the **incident**.

We may record or monitor calls for training purposes or to improve the quality of **our** service.

We will not accept responsibility if any helpline service fails for reasons **we** cannot control.

When phoning, please have **your** policy number ready.

Onecall repair and replacement service

(This is available if you have a valid claim under this insurance.)

Repairs

- if it is an emergency, **we** will arrange for one of **our** approved repairers to contact **you** within two hours;
- if it is not an emergency, **we** will arrange for an approved repairer to contact **you** within 24 hours.
- **We** will pay the bill for any repairs if they are covered by this insurance. All **you** need do is pay any policy **excess** to **our** repairer.

Replacements

- **We** can arrange to replace any lost, damaged and stolen items directly to **you**.
- **We** can also arrange to upgrade the item if **you** want. All **you** have to do is pay the difference.

For claims under section 3 - Personal legal protection

This cover is provided by DAS Legal Expenses Insurance Company Limited. To make a claim please phone DAS on **0117 934 2174**.

Domestic and Legal helplines

Provided by DAS Legal Expenses Insurance Company Limited. The advice given is free of charge.

Domestic Assistance Service 0870 908 52 00

If you have an emergency in your home that needs immediate attention DAS can arrange help from a contractor. You must pay the contractor's costs, including any call-out charges. However, if the damage is covered by your policy, you should phone the Fortis Onecall claims helpline above straight away.

Childcare assistance 0870 908 62 00

DAS will arrange help following an emergency (such as illness or injury to an insured person) if a regular childminder cannot attend or you have to leave children at home unexpectedly.

Home assistance 0870 908 62 00

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

Counselling 0870 908 62 00

DAS will provide an insured person with a confidential counselling service over the phone, including, where appropriate, referral to relevant voluntary or professional services.

EuroLaw Legal Advice Service 0870 908 62 00

This helpline gives you confidential legal advice on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice Service 0870 908 62 00

Use this service for confidential advice on personal tax matters

Health and Medical Information service 0870 908 62 00

This helpline provides information on health and fitness matters and medical matters. You can get advice on allergies, side-effects of drugs and how to improve general fitness. You can also get information on self-help groups, hospital waiting lists and family health service associations. DAS will also provide advice on patient rights, social security and social services matters.

Veterinary Assistance Service 0870 908 62 00

If your pet is ill or injured, DAS can help to find a vet who can offer treatment.

House Guard Extra Policy

This is **your** insurance policy. It is a contract of insurance between **you** and **us**, and is made up of this booklet and **your schedule**. It is based on the statements and information **you** gave **us** or the information that was given on **your** behalf when **you** applied for the insurance. That information may have been given to **us** on a proposal form, on a statement of fact or during a phone conversation. **We** used that information to assess the cover **we** would provide for **you** and to set the premium and policy conditions **we** need for that cover.

If **you** filled in a proposal form, **we** will send **you** a copy of it if **you** ask **us** to. If **you** did not fill in a proposal form, **you** should already have a copy of all the information **you** gave **us**. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave **us** is wrong.

You should read this policy booklet and **your** schedule together. Please check them carefully to make sure they give **you** the cover **you** want. **You** have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a total loss claim, **we** will refund **your** full premium.

If **your** needs change or any of the information on which the contract is based changes, **we** might need to alter the schedule. Under the policy conditions, **you** must tell **us** about any changes. **We** will update the contract every time **we** agree to an alteration. **We** will give **you** a new schedule each time **we** renew the contract or make an alteration. If you ask **us** to, **we** will send **you** a new policy booklet when **you** renew **your** policy.

We agree to insure **you** under the terms and conditions set out in this policy booklet and the sections shown in the schedule for loss, damage, injury or liability that happens during the **period of insurance**. **Your** schedule tells **you** which sections of this policy booklet apply. Opposite each heading of cover on those pages **you** will find some exceptions that tell **you** what is not insured under that heading. There are also some general exclusions on page 12 that apply to all of the contract of insurance.

You agree to pay the premium and to keep to the conditions of the policy.

Thank you for choosing Fortis Insurance.

Signed



Mark Cliff
Managing Director

Definitions

All through this Policy there are certain words printed in **bold**. These words have special meanings which are shown below and on page 6.

Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

A room used as or originally built to be a **bedroom**, even if it is now used for something else.

Buildings

The **home** and fixtures and fittings, garden walls, gates, hedges and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or jacuzzis, hard tennis courts and any **outbuildings**.

Business equipment

Computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture, **you** or **your family** own.

Computer viruses

A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.

Contents

Household goods, **high-risk property**, **business equipment**, **money**, **credit cards** and **personal belongings you** or **your family** own or are legally responsible for, but not:

- (a) items held or used for business purposes (either totally or partly) other than **business equipment**;
- (b) electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not), aircraft, caravans, trailers, boats or any parts and accessories in or attached to caravans, trailers, boats or motor vehicles (this does not include domestic garden machinery that does not have to be licensed, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use, electrically or mechanically propelled toys and models that cannot go over 8 miles an hour, or golf trolleys which are controlled by someone on foot);
 - (i) animals, birds, fish or any living thing; and
 - (ii) interior decorations.

Credit cards

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

European area

Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean, but not countries of the Russian Federation or former USSR.

Excess

The amount **you** must pay towards each claim.

Family

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers or any other paying guests.

Garage

A structure originally built for storing a motor vehicle or motor vehicles.

Definitions – continued

High-risk property

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals. **We** treat pairs or sets of items as one item.

Home

The property shown at the address in the **schedule**, landlord's fixtures and fittings that **you** are responsible for, and the property's **garages** and **outbuildings**, all at the same address and all used by **you** for domestic purposes only. If there are no business visitors to the property and no employees, one room may be used as an office. Unless **we** say otherwise in the **schedule**, the main building of **your** property must be made of brick, stone or concrete, and have a slate, tile, metal or concrete roof.

Incident

Any event that might lead to a claim.

Maximum claim limit

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **maximum claim limit** for section 1 - **Buildings** is shown in your schedule.
- The **maximum claim limit** for Section 2 - **Contents** is shown in your schedule.
- The most **we** will pay for any one claim for high-risk **property** is shown in **your schedule**.

The limit shown in the schedule for high-risk **property** applies within (not on top of) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**.

If the limits shown in **your schedule** are not enough, please contact **your** insurance adviser.

Money

Cash, cheques, postal and money orders, National Savings Stamps and Certificates, unused current postage stamps, gas, electricity, television licence or other service payment stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers, but not items used for business purposes.

Outbuildings

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages**;
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

Period of insurance

The **period of insurance** shown in the **schedule**.

Personal belongings

Items normally worn, used or carried by **you** or **your family** in daily life, but not **money**, **credit cards** or items held or used for business purposes.

Proposal form and statement of fact

The **proposal form** **you** signed or the **statement of fact** that contains information **you** gave **us** and any other information **you** gave **us**. This includes information given on **your** behalf.

Schedule

The document that shows:

- **your** name and address;
- the **period of insurance**;
- the sections of this policy booklet that apply;
- the **excess**;
- the premium **you** must pay;
- the property that is insured;
- the **maximum claim limit**, and
- details of any extensions or endorsements.

We issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change the policy cover.

Secured

- Outside doors are fitted with five-lever locks.
- The windows can be locked with keys.
- Up-and-over doors can be locked with keys.
- Double doors can be locked with keys, and mortise bolts are fitted at the top and bottom of one of the doors.
- **You** maintain the locks and bolts in full working order.
- **You** use the locks and bolts at night, when nobody is in the **home** and when the **home** is **unoccupied**.

Specified

Specified items are items that have been individually identified to us and are shown in **your schedule**.

Total Loss Claim

A claim which results in either your **buildings** and/or **contents** being completely destroyed.

Unfurnished

A **home** with not enough furniture for someone to live in it.

Unoccupied

A **home** not lived in or not intended to be lived in for more than 30 days in a row.

We, our, us

Fortis Insurance Limited. Registered address: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA, England. Registered number: 354568. FSA registered number: 202039.

You, your

The person or people shown in the **schedule** as 'the insured'.

Policy conditions

1 Basis of the contract

This contract is based on the **statement of fact**, or the **proposal form** and declaration, this policy booklet and the **schedule**.

When **you** arranged this insurance:

- **you** gave **us** information which is shown on the **statement of fact**; or
- **you** signed a declaration on the **proposal** form to say that the information on the form and any other information **you** have given **us** is true and correct as far as **you** know.

The insurance will not be valid if:

- any information **you** have given **us** is not true and correct; or
- **you** do not keep to the conditions of the policy.

You cannot make a claim if the insurance is not valid.

2 The law that applies

Unless **we** have agreed differently with **you** in writing, the laws of England and Wales apply to this contract.

3 Rights of third parties

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

4 Changes

You must immediately write and tell **us** about any change that could affect this insurance. If **you** do not tell **us** about any change to a material fact, this insurance will no longer be valid. (Material facts are ones that might influence **our** decision to insure **you**, the conditions of the insurance or the premium **we** want to charge. If **you** are not sure whether a fact is material, **you** should tell **us** about it).

In particular, you must tell us:

- if **you** change **your** address;
- if **you**, or any person named in **your schedule**, change job;
- if **you** or **your family** receive a county court judgement or conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any increase in the value of **your contents** or **personal belongings**;

- if someone other than a member of **your family** comes to live with **you**; and
- if **your home** will be **unoccupied** for more than 30 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make.

5 Precautions

You must take reasonable care to:

- keep **your home** in a good state of repair; and
- avoid or limit any loss, damage or injury.

6 Security

If **you** live in certain areas, **we** may insist that **you** have high-security locks and, in some cases, an alarm system fitted. To reduce **your** premium, **you** may have told **us** that **you** have these locks or an approved alarm.

We will print an endorsement on **your schedule** showing the security measures **you** have told **us** are fitted, when **you** must use them and the cover that is excluded if **you** do not use them. If **we** have insisted that **you** have this security, but it is not fitted or **you** do not keep it in good working order, the cover under the policy will not be valid for theft, attempted theft or malicious damage.

7 Cancelling the policy and the cooling-off period

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to write to us if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a **total loss claim**, **we** will refund **your** full premium.

You may cancel **your** policy any time after the cooling-off period by writing to **us**. As long as **you** have not made a claim, we will refund **you** for the time that was left on **your** policy.

We or anyone **we** authorise can cancel this policy at any time by sending **you** fourteen days' notice in writing. **We** will send the notice to the last known address **we** have for **you**. **We** will refund **your** premium for the time that was left on **your** policy as long as **you** have not made a claim.

8 Other insurances

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

9 Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

10 Data Protection Notice

Please refer to the Data Protection Notice on page 40, which contains important information about **our** use of **your** personal details.

Please make sure that **you** read the Data Protection Notice carefully.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information in this way. As the terms of the Data Protection Notice will also apply to anyone else insured under **your** policy, **you** should also show the Data Protection Notice to anyone else whose name **you** give to **us** in connection with **your** policy.

11 How to make a claim

If **you** need to make a claim, **you** must do the following as soon as possible.

Buildings and/or Contents

Call **our** claims helpline on **0845 122 3019** to report the **incident**.

- Tell the police as soon as reasonably possible if something is lost or if you suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- If we have asked you to fill in a claim form, send this back to us, with everything **we** have asked for, within 30 days of the **incident**.
- Immediately send us any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Take reasonable action to protect the property from further loss or damage.

You must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any **incident**; or
- negotiate or settle any claims made against **you** by anyone else, unless **we** agree in writing that **you** can.

We can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can also take legal action in **your** name but for **our** benefit to get back any payment we have made under this policy.

Personal Legal Expenses

If **you** are claiming for legal expenses, please phone **DAS** on **0117 934 2174**.

12 How we will settle your claim

We will settle **your** claim by replacing the items, paying **you** their cash value or by repairing or rebuilding them (**we** will decide which). All **our** repairs are guaranteed for one year. If **your** property is only partly damaged, **we** will pay for it to be repaired or rebuilt only if the repair or rebuild is actually done. If it is not done, **we** will pay **you**:

- the amount by which the property has gone down in value because of the damage; or
- the estimated cost of the repair; whichever is the lowest.

If **you** are insured for **your buildings** and **your** contents under the same policy, **we** will take off the excess under only one cover if **you** make a claim under both covers for the same incident.

We may take any outstanding premium from any payment **we** make.

We will answer all correspondence within five working days of receiving it.

Important

You must make sure that the **maximum claim limit** is correct.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your home**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents** of **your home** with new items of the same quality and type.

Policy conditions – continued

- For **specified** items of **personal belongings**, **high-risk property** or any other **specified** item, the amount shown on the **schedule** must be enough to replace the item as new.

When an **incident** happens:

- if the **maximum claim limit** under any section is less than the current cost of replacing, repairing or rebuilding the property as new; or
- if any amount shown in the **schedule** for **personal belongings**, **high-risk property**, pedal cycles or any other **specified** item is less than the current cost of replacing the item as new;

we may either:

- pay only part of the value of the claim; or
- refuse to pay **your** claim.

Matching pairs or sets

We treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. **We** will only pay for lost or damaged items. **We** will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves.

This loss of value is not covered by the policy.

Matching carpets

If **you** have a matching carpet or other floor covering in more than one room or area, **we** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

Buildings section

If **you** keep **your buildings** in good repair, **we** will pay the cost of repairing, replacing or rebuilding the **buildings**, but **we** will take off an amount (if appropriate) for wear and tear if **you** claim for:

- flat or felt roofs; or
- gates or fences damaged by falling trees.

Protecting sums insured

The **maximum claim limit** under the **buildings** and **contents** sections will not be reduced if **you** make a claim.

Contents section and its extensions

We will take off an amount (if appropriate) for wear and tear if **you** claim for loss of or damage to:

- clothes and household linen (unless **you** can prove they are less than three years old); or
- pedal cycles (unless **you** can prove they are less than three years old).

13 Material facts

We accepted **your** application for insurance because the information and facts that **you** gave about yourself allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover. The information that helps **us** to assess the chance of **you** suffering a loss is called 'material facts'. If any of these 'material facts' were incorrect or have changed, or if **you** have not told **us** about something that might have influenced **our** assessment, and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim. If **you** are not sure whether a fact is material, **you** should tell **us** about it.

As a guide, here are a few examples of changes to material facts. The list does not cover all possible changes. If **you** are not sure whether a fact is material, **you** should tell **us** about it immediately.

Example a

The contract of insurance covers **you** if **your home** is **unoccupied** for up to 30 days in a row. **You** have told **us** that **your** home will not be left **unoccupied** for more than 30 days in a row. If this changes and **your home** will be left **unoccupied** for longer than 30 days in a row, **you** must tell **us**. This is a material fact as it affects **our** assessment of the risk. If the home is left **unoccupied** for more than 30 days, the chances of a loss arising increase and any damage is likely to be greater than it would be if the property was occupied. So, **our** assessment of the risk would be different for an **unoccupied** property.

Example b

The property covered by this policy is shown in **your schedule** of insurance. If you change **your** address, this may influence the premium or the cover **we** are prepared to provide. **You** may need to have a higher level of security, for example, special locks are a condition for cover in some areas of the country. So, a change of address is a material fact and **you** should report it to **us** before **you** move.

14 Index-linking

If **you** have given **us** a sum insured amount for **buildings** or contents cover on which to base **your** premium, **we** will change the **maximum claim limit** each month. **We** will assess it each year on the renewal date. The change will be in line with the published Retail Prices Index for **contents** cover and the House Rebuilding Cost Index for **buildings**. The amended **maximum claim limit** and the renewal premium will be shown in **your** renewal notice. **We** will not reduce these limits if an index value reduces unless you ask us to do so. Index-linking the **buildings maximum claim limit** will continue during replacement or repair following a loss or damage as long as the replacement or repair is carried out without unnecessary delay.

15 No-claims discount

If **you** have not made a claim during the **period of insurance** immediately before **you** renew **your** policy, **we** will include any available discount in **your** renewal premium. **You** may not transfer this discount to any other person.

16 Language

The contractual terms and conditions and other information relating to this contract will be in the English Language.

Policy exclusions

The policy does not cover the following.

- Any loss or damage (including related cost or expense) caused by any act of terrorism no matter whether any other cause or event contributes at the same time or in any other order to the loss.

For the purpose of this exclusion, an act of terrorism means using or threatening to use:

- force or violence (or both); or
- biological, chemical or nuclear force.

The act must be carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, strike, civil commotion and malicious damage are not excluded.

- Any action taken to control or prevent terrorism.
- Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
 - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
 - riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;
 - property being confiscated or detained by customs or other officials;
 - pressure waves caused by aircraft and other flying objects travelling at any speed;
 - ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
 - war, invasion, revolution or any similar event.

- Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the pollution or contamination:
 - did not happen suddenly;
 - was the result of an intentional act;
 - was expected or should have been expected;
 - happened before the policy started; or
 - is not reported to us as soon as possible and within 30 days of the end of the **period of insurance** in which it happened.
- Consequential loss (that is, any loss which happens as a result of, or is a side effect of, the event for which **you** are insured).
- Property more specifically covered by another policy of insurance.
- Any criminal or deliberate act by **you** or **your family**.
- Any reduction in the market value of any property following its repair or reinstatement.

Section 1

Buildings

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Your buildings are covered under this section.</p> <p>The most we will pay The most we will pay for loss of or damage to the buildings is the maximum claim limit shown in the schedule.</p> <p>The causes covered The buildings identified in the schedule are covered for loss or damage caused by any of the following;</p>	<p>The excess shown in the schedule for every incident.</p>
<p>1 Fire, smoke, explosion, lightning or earthquake.</p>	<p>1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</p>
<p>2 Riot, civil commotion and labour or political disturbances and strikes.</p>	<p>2 Loss or damage that is not reported to the police within seven days.</p>
<p>3 Malicious damage.</p>	<p>3 Malicious damage caused:</p> <ul style="list-style-type: none"> - by you or your family; - by a person lawfully allowed to be in your home; or - when your home is unoccupied or unfurnished.
<p>4 The buildings being hit by:</p> <ul style="list-style-type: none"> • aircraft or other flying objects or anything dropped from them; • fireworks; • vehicles or trains; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals, birds or insects; or • lamp posts or telegraph poles. 	<p>4 Loss or damage</p> <ul style="list-style-type: none"> - caused by domestic animals, birds or pets; - to aerials, aerial fittings, satellite dishes or masts; or - arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings.
<p>5 Storm or flood.</p>	<p>5 Loss or damage</p> <ul style="list-style-type: none"> - to gates, hedges, fences or swimming-pool covers; - caused by frost; - caused by subsidence, ground heave or landslip (this damage is covered under cause 6); - that happens gradually over a period of time; or - that does not arise from one identifiable event which directly and immediately caused the loss or damage.

Section 1 Buildings – continued

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p>	<p>The excess shown in the schedule for every incident. The excess for cause 6 - subsidence heave or landslip is reduced to £100 if the main building of the home was built within the last 10 years.</p>
<p>6 Subsidence or ground heave of the site the buildings stand on, or landslip.</p>	<p>6 Loss or damage:</p> <ul style="list-style-type: none"> - to the buildings or their foundations because the materials they are built from shrink or expand; - to the buildings or their foundations by settlement; unless the settlement is caused by subsidence of the site on which the buildings stand. - caused by the sea or river wearing away the land; - caused by faulty design; - caused by foundations which do not meet the Building Regulations at the time of construction; - caused by faulty workmanship or faulty materials; - caused by demolishing, structurally altering or repairing the buildings; - to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause; - to walls, gates, hedges, outbuildings, fences, paths, drives, patios, swimming pools, ornamental pools or tennis courts, unless the main building is damaged at the same time and by the same cause; or - for which compensation is provided by contract or legislation. <p>Damage that started before this policy came into force. Loss of market value after repairs.</p>
<p>7 Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet.</p> <p>We will also pay the reasonable costs you have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings. You must get our agreement before work starts in order to receive this benefit. The most we will pay for finding where the water is leaking from is the amount shown in the schedule.</p>	<p>7 Loss or damage when your home is unoccupied or unfurnished.</p> <p>Repairs to the pipework or other parts of the water or heating system unless caused by freezing. Costs we have not agreed to.</p> <p>Loss or damage caused by subsidence, ground heave or landslip (this damage is covered under cause 6). Any amount above the amount shown in the schedule. Loss or damage that has been happening gradually over a period of time.</p> <p>Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>8 Theft or attempted theft.</p>	<p>The excess shown in the schedule for every incident.</p> <p>8 Theft or attempted theft:</p> <ul style="list-style-type: none"> - by you or any member of your family; or - when your home is unoccupied or unfurnished.
<p>9 Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p> <p>We will also pay the reasonable costs you have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings. You must get our agreement before work starts in order to receive this benefit.</p> <p>The most we will pay for finding where the oil is leaking from is the amount shown in the schedule.</p>	<p>9 Repairs to the pipework or other parts of the heating system.</p> <p>Costs we have not agreed to.</p> <p>Any amount above the amount shown in the schedule. Loss or damage that has been happening gradually over a period of time.</p> <p>Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>
<p>10 Property owner's liability</p> <p>We will pay all amounts you or a member of your family legally have to pay for causing;</p> <ul style="list-style-type: none"> • death, bodily injury, illness or disease; and • loss of or damage to property; <p>which is caused by an accident happening in or around the buildings during the period of insurance and which arise:</p> <ul style="list-style-type: none"> • from you owning but not occupying the buildings; or • from faulty work on any private home (within the United Kingdom, the Isle of Man or the Channel Islands) which you sold or moved out of before the injury or damage happened (this insurance will continue for seven years from the date your policy ends or is cancelled, but will not apply if the policy is invalid or your liability is covered by a more recent policy). <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule.</p> <p>If you die, we will indemnify (protect) your legal representative against your or your family's liability.</p>	<p>10 Any amount for death, bodily injury, illness or disease to you, your family or any domestic employee.</p> <p>Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you.</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> - any lift (other than a stairlift) you own or you are responsible for maintaining; - any deliberate or malicious act; - occupation of any land or building; - using the home for any business, trade, profession or employment; and - any agreement unless you would have had that liability without the agreement.

Section 1 Buildings – continued

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>11 Professional fees and costs Necessary and reasonable expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including:</p> <ul style="list-style-type: none"> • architects', surveyors' and legal fees; • the cost of clearing debris from the site, clearing drains and demolishing or shoring up the buildings; and • other costs necessary to keep to government or local-authority requirements, unless you had received notice to meet the requirements before the damage happened. 	<p>The excess shown in the schedule for every incident.</p> <p>11 The cost of preparing a claim.</p>
<p>12 Underground pipes, drains and cables The cost of repairing accidental breakage to the fabric of cables, underground pipes, drains and tanks (and their inspection covers) serving your home and for which you are responsible.</p>	<p>12 Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section. Natural failure, wear and tear of drains. Deterioration of materials, faulty design and drainage which did not meet the Building Regulations at the time of construction.</p>
<p>13 Glass and sanitaryware Accidental breakage to:</p> <ul style="list-style-type: none"> • fixed glass and ceramic hobs built into cookers that are permanent fixtures in your home; • sanitary fixtures and fittings in your home; and • solar panels. 	<p>13 Loss or damage caused by scratching or denting. Damage caused when your home is unoccupied or unfurnished. The cost of replacing undamaged items. Damage to window or door frames.</p>
<p>14 Rent and alternative accommodation Rent you would have received or are responsible for paying while the buildings cannot be lived in because of damage insured by this section. We will also pay the reasonable costs of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because of damage insured by this section. The most we will pay in any one period of insurance is shown in the schedule.</p>	<p>14 Any amount above the amount shown in the schedule.</p>
<p>15 Buyer's cover If you have exchanged contracts to sell your home, we will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.</p>	

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>16 If you sell your home If you have exchanged contracts to sell your home, we will continue to provide cover until the sale goes through as long as:</p> <ul style="list-style-type: none"> • this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of “conclusion of missives”); and • you have already insured your new home under this policy. 	<p>The excess shown in the schedule for every incident.</p>
<p>17 Protection against damage caused by emergency services We will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</p>	
<p>18 Protection against squatters If squatters live in your home, we will pay up to the maximum claim limit shown in the schedule towards your legal costs for removing them. You must get our agreement in writing before you start proceedings to receive this benefit. The most we will pay in any one period of insurance is shown in the schedule.</p>	<p>18 Legal costs for removing the squatters while your home or any part of it is:</p> <ul style="list-style-type: none"> - lent, let or sublet to or occupied by someone who is not a member of your family; or - unoccupied or unfurnished. <p>Costs we have not agreed to in writing. Any amount above the amount shown in the schedule.</p>
<p>19 Replacement locks and keys We will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; or • they are damaged inside the home by an event insured under this section. <p>If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>19 Any amount above the amount shown in the schedule.</p>

Section 1 - Buildings optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Your buildings are covered under this section.</p> <p>The most we will pay The most we will pay is the maximum claim limit under the buildings section.</p> <p>The causes covered</p> <p>20 Accidental damage</p>	<p>The excess shown in the schedule for every incident. Anything listed as not covered under the buildings section. Any risk already insured under the buildings section.</p> <p>20 Damage caused by or resulting from</p> <ul style="list-style-type: none"> - wear and tear, loss of value or lack of maintenance; - movement of the land in buildings are on; - any part of the buildings moving, settling or shrinking; demolishing or structurally altering or repairing the buildings; - insects, moths, vermin, parasites, wet rot, dry rot, fungus, atmospheric conditions, light or other gradual causes; - altering, washing, cleaning, restoring, maintaining, repairing, dismantling or misusing the building; - frost; - faulty workmanship, design or materials; - chewing, scratching, tearing or fouling by domestic animals and pets; or - the effects of chemicals. <p>Electrical or mechanical breakdown. The cost of maintenance or routine redecoration. Damage caused by a person your home or any part of it is lent, let or sublet to. Damage when your home is unoccupied or unfurnished. Damage to hot tubs and jacuzzis.</p>

Section 2

Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Your and your family's contents are covered when they are:</p> <ul style="list-style-type: none"> • in the buildings of the home; and • in the open but within the boundary of the home. <p>The most we will pay</p> <p>The contents are covered up to the maximum claim limit shown in the schedule when in the main building of your home. However, the following limits apply.</p> <p>High-risk property</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for high-risk property shown in the schedule. • The most we will pay for any one item is the maximum claim limit shown in the schedule. <p>Business equipment</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for business equipment shown in the schedule. • The most we will pay for any one item of business equipment is the maximum claim limit shown in the schedule. <p>Contents in the open (but within the boundary of your home)</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for contents in the open shown in the schedule. <p>Money</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for money shown in the schedule. <p>Credit cards</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for credit cards shown in the schedule. <p>Deeds and documents</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for deeds and documents shown in the schedule. <p>Metered oil or water</p> <ul style="list-style-type: none"> • The most we will pay for any one claim is the maximum claim limit for metered oil or water shown in the schedule. 	<p>The excess shown in the schedule for every incident. Anything more specifically insured in another part of this policy. Any amount above the amount shown in the schedule.</p>

Section 2 Contents – continued

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>The contents are covered for loss or damage caused by the following.</p>	<p>The excess shown in the schedule for every incident.</p>
<p>1 Fire or smoke, explosion, lightning or earthquake.</p>	<p>1 Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</p>
<p>2 Riot, civil commotion and labour or political disturbances and strikes.</p>	<p>2 Loss or damage that is not reported to the police within seven days.</p>
<p>3 Malicious damage.</p>	<p>3 Malicious damage caused:</p> <ul style="list-style-type: none"> - by you or your family; - by a person lawfully allowed to be in your home; - when your home is unoccupied or unfurnished; or - by computer viruses.
<p>4 Your home being hit by:</p> <ul style="list-style-type: none"> • aircraft or other flying objects, or anything dropped from them; • vehicles or trains; • fireworks; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals, birds, insects; or • lamp posts or telegraph poles. 	<p>4 Loss or damage caused by domestic animals, birds or pets. The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your contents.</p> <p>Damage caused by cutting down all or part of a tree.</p>
<p>5 Storm or flood.</p>	<p>5 Storm or flood damage to property away from your home and not in a building.</p> <p>Loss or damage that happens gradually over a period of time.</p> <p>Loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.</p>
<p>6 Subsidence or ground heave of the site your home stands on, or landslide.</p>	<p>6 Loss or damage caused by:</p> <ul style="list-style-type: none"> - the sea or river wearing away the land; - faulty design or construction of the buildings or their foundations; - demolishing, altering or repairing the buildings; or - the foundations of the building or the materials from which they are built shrinking or expanding. <p>Loss or damage for which compensation is provided by contract or legislation.</p> <p>Damage that started before this policy came into force.</p>

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>7 Escaping water Water leaking from any fixed domestic water or heating system, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.</p>	<p>The excess shown in the schedule for every incident.</p> <p>7 Loss or damage:</p> <ul style="list-style-type: none"> - to the fixed domestic water or heating system itself; or - when the main building of your home is unoccupied or unfurnished. <p>Loss or damage that has been happening gradually over a period of time. Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>
<p>8 Theft or attempted theft. The most we will pay for any one claim for theft of contents from an outbuilding or garage is the maximum claim limit for theft of contents in an outbuilding or garage shown in the schedule. The most we will pay for any one claim for theft of contents from a secured outbuilding or garage built of brick, stone or concrete and kept in good repair is the maximum claim limit for theft of contents in a secured outbuilding or garage shown in the schedule.</p>	<p>8 Theft or attempted theft:</p> <ul style="list-style-type: none"> - by deception, unless entry only is gained by deception; - by you or any member of your family; - when your home is unoccupied or unfurnished; or - when your home or any part of it is lent, let or sublet to or occupied by someone who is not a member of your family, unless force causing damage to the main building of the home was used to get in or out of the building.
<p>9 Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p>	<p>9 Loss or damage to the fixed domestic oil-fired heating system itself. Loss or damage that has been happening gradually over a period of time. Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>

Section 2 Contents – continued

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>10 Accidental breakage to television sets (and their aerials), satellite receivers or decoders, radios, audio equipment, video-recording equipment, DVD players and games consoles capable of playing DVDs or desk-top personal computers.</p>	<p>The excess shown in the schedule for every incident.</p> <p>10 Damage:</p> <ul style="list-style-type: none"> - to video cameras, digital cameras or digital imaging or recording equipment designed to be hand-held or carried; - to portable audio equipment; - to laptop computers - to records, compact discs, computer disks, cassettes, tapes or DVDs; - caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item; - caused by wear and tear or deterioration; - caused by electrical or mechanical breakdown; - from light, or atmospheric or climatic conditions; - caused by scratching or denting; or - caused by computer viruses. <p>Loss, destruction or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time.</p> <p>Loss of data or information arising as a result of any computer data-processing equipment or similar equipment failing to correctly recognise any date or time.</p>
<p>11 Accidental breakage in your home to:</p> <ul style="list-style-type: none"> • fixed glass in furniture (but not glass in pictures or clocks); • glass shelves; • glass tops to furniture; • fixed glass in mirrors; or • ceramic hobs and ceramic tops in free-standing cookers. 	<p>11 Loss or damage caused by scratching or denting.</p>
<p>12 Accidental loss of metered water or oil in domestic heating systems.</p> <p>The most we will pay is the maximum claim limit shown in the schedule.</p>	<p>12 Any amount above the amount shown in the schedule. Loss while the home is unoccupied or unfurnished.</p>
<p>13 Damage to food in any refrigerator or deep freezer caused by:</p> <ul style="list-style-type: none"> • a rise or fall in temperature; or • contamination by refrigerant or refrigerant fumes. 	<p>13 Loss or damage caused by:</p> <ul style="list-style-type: none"> - your power supply being cut off by the supplier; or - a strike, a lockout or an industrial dispute. <p>Any amount above the amount shown in the schedule.</p>

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>14 Public and personal liability</p> <p>We will pay all amounts you or a member of your family legally have to pay for causing:</p> <ul style="list-style-type: none"> • death, bodily injury, illness or disease; or • loss of or damage to property; which is caused by an accident happening during the period of insurance and arising; • from your occupation (but not ownership) of the buildings; or • in a private role not connected with owning the buildings. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p> <p>If you die, we will indemnify (protect) your legal representative against your or your family's liability.</p>	<p>The excess shown in the schedule for every incident.</p> <p>14 Death, bodily injury, illness or disease suffered by you, your family or a domestic employee.</p> <p>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family.</p> <p>Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> - mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour; - aircraft, except model aircraft that have a wing span of less than 10 feet; - gliders, hang-gliders and microlights; - hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian-controlled models or toys and hand or foot-propelled boats; - caravans, horse boxes, trailers or trailer tents; - firearms, except legally held sporting guns used for sporting purposes; - dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or - lift (other than a stairlift) you own or you are responsible for maintaining. <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> - a direct or indirect result of an assault or alleged assault; - any deliberate or malicious act; - hunting or racing of any kind, except on foot; or - your business, trade, profession or employment. <p>Liability arising from any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>Any amount above the amount shown in the schedule.</p>

Section 2 Contents – continued

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>15 Liability for domestic employees We insure you against your legal liability for all amounts you have to pay for accidental bodily injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.</p> <p>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>The excess shown in the schedule for every incident.</p> <p>15 Any amount above the amount shown in the schedule.</p>
<p>16 Tenant's liability We insure you against your legal liability as a tenant for all amounts you have to pay for:</p> <ul style="list-style-type: none"> • damage to the structure of your home, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy; • the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home; • accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and • accidental breakage to fixed sanitary fittings and bathroom fittings. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>16 Any amount above the amount shown in the schedule.</p> <p>Damage to the structure of your home, or to the landlord's fixtures, fixings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy, while your home is unoccupied or unfurnished.</p> <p>Loss or damage excluded under any of the causes 1 to 9 of section 2 - Contents.</p>

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>17 Unpaid damages We will pay the unpaid amount of any award made in your favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands. We will pay the amount if:</p> <ul style="list-style-type: none"> (a) you have not received full payment within three months of the date of the award; (b) the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands; (c) you would have had a valid claim under cause 14 of this policy if the award had been made against you; and (d) there is not going to be an appeal. <p>After we have made a payment, we may enforce your rights against the person who should have made the payment. (In this case, we will keep any amounts we get back.) The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>The excess shown in the schedule for every incident.</p> <p>17 Any amount above the amount shown in the schedule.</p>
<p>18 Contents temporarily removed Your contents are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from your home but within the United Kingdom, the Isle of Man or the Channel Islands. However, for theft of your contents (excluding money), the theft must be from:</p> <ul style="list-style-type: none"> - any bank or safe deposit, or while you or any member of your family are taking the items to or from the bank or safe deposit; - a home or a building you or your family are working or living in temporarily; or - any other building if there are visible signs that force or violent means were used to get into or out of the building. <p>Money is covered away from your home only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.</p>	<p>18 Loss or damage:</p> <ul style="list-style-type: none"> - to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions); - caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; - by storm, flood or malicious damage to items not in a building; - in halls of residence or student accommodation; - to any item taken out of your home to sell, display or exhibit; - during removals; or - from a caravan, mobile home or motor home. <p>Any amount above the amount shown in the schedule.</p>

Section 2 Contents – continued

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>19 Rent and alternative accommodation If you cannot live in your home because of damage insured under this section:</p> <ul style="list-style-type: none"> we will pay the reasonable cost of necessary alternative accommodation for you, your family and your domestic pets until you can live in your home again; and if you are a tenant, we will also pay any rent you have to pay while you are not living in your home. <p>The most we will pay in any one period of insurance is shown in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>19 Any amount above the amount shown in the schedule.</p>
<p>20 Replacement locks and keys We will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"> your keys are lost outside the home or are stolen; or they are damaged inside the home by an event insured under this section. <p>If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>20 Any amount above the amount shown in the schedule.</p>
<p>21 Household removal If your contents are professionally packed and carried, we will insure you against loss or damage to the contents while they are:</p> <ul style="list-style-type: none"> being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between your old address and your new address; on their way to or from a furniture depository; and being loaded or unloaded. 	<p>21 Loss of or damage to:</p> <ul style="list-style-type: none"> glass or other fragile items; or property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions.)
<p>22 Fatal injury If you or any member of your family have a fatal injury:</p> <ul style="list-style-type: none"> caused by a fire in your home; or as a result of an assault in your home; <p>we will pay the amount shown in the schedule for the person who dies, but only if they die within 12 months of the fire or assault.</p>	<p>22 Any amount above the amount shown in the schedule.</p>

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>23 Wedding insurance The maximum claim limit under this section is increased by the amount shown in the schedule for 30 days before and 30 days after your or any member of your family's wedding day, to cover wedding gifts and the cost of items bought for the wedding. During this period, we will insure the wedding gifts against loss or damage when they are:</p> <ul style="list-style-type: none"> • in your home • in the building where the wedding reception is held; or • being transported between your home and the reception. 	<p>The excess shown in the schedule for every incident.</p> <p>23 Any amount above the amount shown in the schedule.</p>
<p>24 Birthday increase The maximum claim limit under this section is increased by the amount shown in the schedule 30 days before any member of your family's birthday, to cover birthday gifts purchased for members of your family.</p>	<p>24 Any amount above the amount shown in the schedule.</p>
<p>25 Religious festival increase The maximum claim limit under this section is increased by the amount shown in the schedule during the month of your religious festival to cover gifts and extra food and drink bought for the religious festival.</p>	<p>25 Any amount above the amount shown in the schedule.</p>
<p>26 Guests' contents We will cover contents belonging to your guests or visitors while in your home for the causes insured 1 to 9 listed on the previous pages if they are not insured under any other policy. The most we will pay is the amount shown in the schedule.</p>	<p>26 Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages. Loss or damage if any item is insured under any other policy. Any amount above the amount shown in the schedule.</p>
<p>27 Shopping in transit Loss of or damage to food and other items while you are bringing them to your home from the shop or shops where you bought them. The most we will pay is the amount shown in the schedule.</p>	<p>27 Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> - the item is kept in a locked covered boot or glove compartment; - all access points to the vehicle are closed and locked; - any extra security systems are activated; or - there is evidence that forcible and violent entry took place. <p>Any amount above the amount shown in the schedule.</p>

Section 2 Contents – continued

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>28 Tenant's home improvements If you are a tenant of your home, we will pay for loss of or damage to interior decorations and any home improvements you have paid for, as long as this loss or damage is as a result of any of the causes covered in this section. The most we will pay in any one period of insurance is the maximum claim limit shown in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>28 Any amount above the amount shown in the schedule.</p>
<p>29 Counselling Fees If you or members of your family suffer emotional stress as a result of a cause insured under this section, we will pay you the cost of any professional counselling provided</p> <ul style="list-style-type: none"> • we have approved the counselling • counselling has been recommended by a qualified medical practitioner <p>The most we will pay is the amount shown in the schedule.</p>	<p>29 Any amount above the amount shown in the schedule.</p>
<p>30 Dual contents cover We will cover your contents up to the maximum claim limit shown in your schedule while they are in a new home that you have exchanged, but not completed contracts on, one week before you move into the new home. The most we will pay is the amount shown in the schedule.</p>	<p>30 Any amount above the amount shown in the schedule.</p>

(This section applies only if it is shown in the schedule)

What is insured	What is not insured
<p>The causes covered</p> <p>31 Garden cover We will pay for loss or damage caused to hedges, lawns, trees, shrubs and plants that you own, which are outside the building but within the boundaries of the home, by any of the following.</p> <ul style="list-style-type: none"> • Theft • Fire, lightning or explosion • Storm or flood • Malicious damage • Accidental damage caused by any person other than you or your family • Wild animals • Television aerials, satellite dishes and masonry falling from the building • Branches falling from trees <p>The most we will pay is the amount shown in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>31 Malicious damage caused by:</p> <ul style="list-style-type: none"> - you or your family; or - a person lawfully allowed to be in your home. <p>Loss or damage:</p> <ul style="list-style-type: none"> - caused by wear and tear or deterioration; - caused by natural ageing; - to trees or shrubs which is not caused by theft; - caused by domestic animals, birds or pets; - caused by frost; - caused by subsidence, landslip or heave; - caused by smoke or bonfires; - from light or atmospheric or climatic conditions; or - caused by insects, vermin, rot, mildew, fungus or poisoning; <p>Loss or damage caused in connection with your trade, business or profession.</p> <p>Any amount above the amount shown on the schedule.</p>

Section 2 Contents optional cover – Accidental damage extension

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>The contents are covered under this section.</p> <p>The causes covered</p> <p>32 Accidental damage</p>	<p>The excess shown in the schedule for every incident.</p> <p>32 Anything listed as not covered under the contents section. Any event already covered under the contents section.</p> <p>Damage to:</p> <ul style="list-style-type: none"> - clothing, including furs; - documents or securities such as share or bond certificates; - money; - food and drink; and - contact or corneal lenses. <p>Any amount over £500, unless we have agreed a higher amount in writing, for damage to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material while they are being handled.</p> <p>Damage:</p> <ul style="list-style-type: none"> - from wear and tear or loss in value; - caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; - caused by scratching or denting; - caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; - when your home is unfurnished or unoccupied; - caused when your home or any part of it is lent, let, sublet or lived in only by someone who is not a member of your family; - caused by chewing, scratching, tearing or fouling by domestic animals or pets; - caused by computer viruses; or - caused by faulty workmanship or design. <p>Loss, destruction or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time. Loss of data or information arising as a result of any computer data-processing equipment or similar device failing to correctly recognise any date or time. Loss or damage that has been happening gradually over a period of time. Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p> <p>Electrical or mechanical breakdown.</p>

Section 2 Contents optional cover – Unspecified personal belongings extension

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Your or your family's pedal cycles, personal belongings, money and credit cards are covered in the European area, or anywhere else in the world for up to 60 days in any period of insurance.</p> <p>We treat a pair or set of items as a single item. We treat a bag of golf clubs, whether or not by the same manufacturer, as a set.</p> <p>The causes covered</p> <ul style="list-style-type: none"> Loss of or damage to pedal cycles, personal belongings, money and credit cards. Financial loss if your credit card is lost or stolen and someone else uses it. <p>We will provide this cover only if you:</p> <ul style="list-style-type: none"> immediately report the loss or theft of any credit card to the credit card company; report the loss or theft to the local police within 24 hours of discovering the loss or theft; and keep to the conditions of the credit card. <p>The most we will pay</p> <ul style="list-style-type: none"> For personal belongings, the most we will pay for any one claim is the maximum claim limit shown in the schedule. The most we will pay for any one item is the maximum claim limit shown in the schedule. For money, the most we will pay for any one claim is the maximum claim limit shown in the schedule. For credit cards, the most we will pay for any one claim is the maximum claim limit shown in the schedule. For records, compact discs, minidisks, DVDs, cassettes, computer discs and tapes, the most we will pay for any one claim is the maximum claim limit shown in the schedule. For mobile phones, the most we will pay for any one claim is the maximum claim limit shown in the schedule. For pedal cycles the most we will pay for any one claim is the maximum claim limit shown in the schedule. 	<p>The excess shown in the schedule for every incident.</p> <p>Loss or damage happening within the home to items which are not high-risk property.</p> <p>Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.</p> <p>Any amount above the amount shown in the schedule.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; from wear and tear or loss of value; caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; caused by scratching or denting; caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; caused by chewing, scratching, tearing or fouling by domestic animals or pets; to sports equipment when it is being used; to reeds, strings or drum skins of musical instruments; to camping equipment; to documents and securities such as share or bond certificates; to portable televisions, car audio or car audio-visual equipment and car phones; to china or glass (except spectacles); to contact or corneal lenses; to dentures while being used for eating; to crowns, caps or fillings in teeth; to furniture or household goods; to trees, shrubs or plants growing in the garden; to animals; to motor vehicles, trailers, caravans, boats or the accessories or associated equipment belonging to any of these; to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;

Section 2 Contents optional cover – Unspecified personal belongings extension

(This section applies only if shown in the schedule)

What is not insured

- to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;
- to pedal cycles you do not keep in **your home** when not in use;
- to accessories or removable parts of pedal cycles unless they are lost or damaged at the same time and by the same **incident** as the pedal cycle; or
- to pedal cycle tyres caused by cuts, bursts or punctures.

Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:

- the item is kept in a locked covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forcible and violent entry took place.

Theft or attempted theft of an unattended pedal cycle away from the **home** unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.

Electrical or mechanical breakdown.

Section 2 Contents optional cover – Specified personal belongings extension

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Your and your family's specified personal belongings and high-risk property (that are individually listed in the schedule) are covered in the European area, or anywhere else in the world, for up to 60 days in any period of insurance.</p> <p>The causes covered</p> <p>Loss or damage, but we will pay a claim for loss or theft only if you report the loss or theft to the local police within 24 hours of discovering it.</p> <p>The most we will pay</p> <p>The most we will pay for any specified item is the maximum claim limit shown in the schedule next to each item.</p> <p>If you make a claim, you will need to give us evidence that you own the item you are claiming for.</p> <p>For high-risk property, you will also have to provide a valuation for the item.</p>	<p>The excess shown in the schedule for every incident.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> - to sports equipment when it is being used; - to reeds, strings or drum skins of musical instruments; - to dentures while being used for eating; - to crowns, caps or fillings in teeth; - from wear and tear or loss of value; - caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes; - caused by scratching or denting; - caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; or - caused by chewing, scratching, tearing or fouling by domestic animals or pets. <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> - the item is kept in a locked covered boot or glove compartment; - all access points to the vehicle are closed and locked; - any extra security systems are turned on; or - there is evidence that forced and violent entry took place. <p>Loss or damage to portable computers caused by theft or attempted theft from a motor vehicle between 7pm and 7am. Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.</p> <p>Electrical or mechanical breakdown.</p>

Section 2 Contents optional cover – Pedal cycles extension

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Your and your family's pedal cycles (listed in the schedule) are covered in the European area or anywhere else in the world, for up to 60 days in any one period of insurance.</p> <p>The causes covered</p> <p>Loss or damage.</p> <p>The most we will pay</p> <p>The most we will pay for pedal cycles is the amount shown against each cycle in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p> <p>Theft or attempted theft of an unattended pedal cycle away from the home unless the pedal cycle is either:</p> <ul style="list-style-type: none"> - in a locked building; or - secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object. <p>Loss or damage:</p> <ul style="list-style-type: none"> - to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind; - to pedal cycles being used or while practising for racing, pacemaking or testing of any kind; - to pedal cycles you do not keep at home when not in use; - to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time and by the same incident as the pedal cycle; - from wear and tear or loss of value; - caused by moths, vermin, parasites, insects, atmospheric conditions, light or other gradual causes; - caused by scratching or denting; or - caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle. <p>Mechanical breakdown.</p> <p>Cuts, bursts or punctures to tyres.</p>

Section 3

Personal legal protection

(This section applies only if shown in the schedule)

For this section only, this contract of insurance is between **you** and DAS Legal Expenses Insurance Company Limited.

All through this section there are certain words printed in **bold**. These words have special meanings that are shown in the personal legal protection definitions section on page 36 and the policy definitions section of this policy booklet on pages 5 and 6.

- 1 This section covers the **insured person**. **DAS** agree to provide the insurance in this section, as long as:
 - (a) **you** have paid the premium;
 - (b) the **date of occurrence** of the insured **incident** is during the **period of insurance** and within the **territorial limit**; and
 - (c) any legal proceedings will be dealt with by a court, or other body **DAS** agree to, in the **territorial limit**; and
 - (d) for civil claims, it is always more likely than not that an **insured person** will recover damages (or get any other legal solution **DAS** have agreed to) or make a successful defence.
 - 2 For all insured **incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells us within the time limits allowed that they want **us** to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.
 - 3 **DAS** will only pay the **legal costs** charged by a **representative DAS** have appointed.
 - 4 The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same initial cause is £50,000.
- General exclusions applying to section 3 - Personal legal protection**
- 1 A claim reported to **DAS** more than 180 days after the **insured person** should have known about the insured **incident**.
 - 2 An **incident** or matter arising before the start of this section.
 - 3 **Costs and expenses** before **DAS** accept a claim in writing.
 - 4 Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
 - 5 An insured **incident** intentionally brought about by an **insured person**.
 - 6 A legal action an **insured person** takes which **DAS** or the **representative** have not agreed to, or where an **insured person** does anything that harms **DAS** or the **representative**.
 - 7 A claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
 - 8 A claim relating to written or verbal remarks which damage an **insured person's** reputation.
 - 9 A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **DAS** do cover a dispute with a professional adviser in connection with drafting a lease, licence or tenancy agreement.
 - 10 A dispute with **DAS** not otherwise dealt with under condition 7.
 - 11 Apart from **DAS**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section.
 - 12 An application for judicial review.

Section 3 Personal legal protection – continued

(This section applies only if shown in the schedule)

Definitions

1 DAS

DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
Registered number: 103274 England
Authorised and regulated by the Financial Services Authority

2 Insured person

You, and any member of **your family** who always lives with **you**. Anyone claiming under this section must have **your** agreement to claim.

3 Representative

The lawyer or other suitably qualified person who **DAS** have appointed to act for an **insured person** in line with the terms of this section.

4 Date of occurrence

For civil cases, the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **date of occurrence** is the date of the first of these events.

5 Costs and expenses

(a) Legal costs

All reasonable and necessary costs the **representative** may charge which would be allowed by the courts on a summary assessment of the costs.

(b) Opponents' costs

DAS will also pay the costs opponents are liable to pay in civil cases if an **insured person** has been ordered to pay them, or pays them with **DAS'** agreement.

6 Territorial limit

For insured incidents 2 - Contract Disputes and 3 - Bodily injury, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (west of the Bosphorus).

For insured incidents 1 - Employment disputes and 4 - Property Protection, The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

7 Material property

Physical property that you own or are responsible for.

Conditions which apply to the whole section

1 An **insured person** must:

- (a) keep to the terms and conditions of this section;
- (b) try to prevent anything happening that may cause a claim;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (d) send everything **DAS** ask for, in writing; and
- (e) give **DAS** full details in writing of any claim as soon as possible and give **DAS** any information **DAS** need.

2 (a) **DAS** can take over (in the name of an **insured person**) any claim or legal proceedings at any time. **DAS** can negotiate any claim on behalf of an **insured person**.

- (b) The **insured person** is free to choose a **representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - **DAS** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - there is a conflict of interest.

DAS may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.

- (c) In all circumstances except those in 2b above, **DAS** are free to choose a **representative**.
- (d) Any **representative** will be appointed by **DAS** to represent an **insured person** according to **DAS'** standard terms of appointment. The **representative** must co-operate fully with **DAS** at all times.
- (e) **DAS** will have direct contact with the **representative**.
- (f) An **insured person** must co-operate fully with **DAS** and the **representative**, and must keep **DAS** up to date with the progress of the claim.
- (g) An **insured person** must give the **representative** any instructions **DAS** order.

(This section applies only if shown in the schedule)

- 3 (a) An **insured person** must tell **DAS** if anyone offers to settle a claim.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further costs and expenses.
- (c) **DAS** may decide to pay the **insured person** the amount of damages the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 4 (a) An **insured person** must tell the **representative** to have costs and expenses taxed, assessed or audited, if **DAS** ask for this.
- (b) An **insured person** must take every step to recover costs and expenses **DAS** have to pay, and must pay **DAS** any costs and expenses that are recovered.
- 5 If the **representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses the **representative**, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws it without **DAS'** agreement, or does not give suitable instructions to a **representative**, the cover **DAS** provide will end at once and **DAS** will be entitled to reclaim any costs and expenses **DAS** have paid.
- 7 If **DAS** and an **insured person** disagree about the choice of **representative**, or about the handling of a claim, **DAS** and the **insured person** can choose another suitably qualified person to decide the matter. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a relevant national law society to choose a suitably qualified person.
- 8 **DAS** may ask the **insured person** to get (at their own expense) an opinion from a barrister chosen by them and **DAS** about whether a claim or proceedings will be successful and the likely cost of the legal action. If the barrister believes that it is more likely than not that the **insured person** will recover damages (or reach any other solution that **DAS** have agreed to) or make a successful defence, **DAS** will pay the cost of getting the opinion.
- 9 **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 10 This section will be governed by English law.
- 11 All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands, as appropriate.

All costs of resolving the disagreement must be paid by the side whose argument is rejected.

Section 3 Personal legal protection – continued

(This section applies only if shown in the schedule)

Insured incidents	What is not insured
<p>1 Employment disputes DAS will negotiate for the insured person's legal rights in a dispute arising from their contract of employment for their work as an employee which results in an application to an employment tribunal or to the Advisory Consolidation and Arbitration Service.</p>	<p>1 What is not covered under employment disputes Any claim relating only to personal injury.</p>
<p>2 Contract disputes DAS will negotiate for an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person has entered into for:</p> <ul style="list-style-type: none"> (a) buying or hiring in any goods or services; or (b) selling any goods. <p>However, the insured person must have entered into the agreement or alleged agreement during the period of insurance, and the amount in dispute must be more than £100.</p>	<p>2 What is not covered under contract disputes A claim relating to:</p> <ul style="list-style-type: none"> - a contract for an insured person's trade, profession, employment or any business venture; - construction work on any land, or designing, converting or extending any building where the contract value is more than £5,000 (including VAT); - a contract involving a motor vehicle; - the settlement payable under an insurance policy (DAS will negotiate if the insurer refuses the claim, but not for a dispute over the amount of the claim); and - a dispute arising from any loan, mortgage, pension, investment or borrowing.
<p>3 Bodily injury DAS will negotiate for an insured person's legal rights in a claim against a person or organisation who causes the death of, or bodily injury to, the insured person.</p>	<p>3 What is not covered under bodily injury A claim relating to:</p> <ul style="list-style-type: none"> - any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or - defending an insured person's legal rights (but defending a counterclaim is covered).

(This section applies only if shown in the schedule)

Insured incidents	What is not insured
<p>4 Property protection DAS will do one or both of the following.</p> <p>(a) Negotiate for the insured person's legal rights in a civil action.</p> <p>(b) Arrange mediation for a dispute relating to material property (including your main home) which is owned by the insured person or for which the insured person is responsible, following:</p> <ul style="list-style-type: none"> • an event which causes or could cause physical damage to that material property, as long as the amount in dispute is more than £100; • a legal nuisance (meaning any unlawful interference with the insured person's use or enjoyment of their home, or some right over, or in connection with it); or • a trespass. 	<p>4 What is not covered under property protection</p> <p>A claim relating to:</p> <ol style="list-style-type: none"> a a contract an insured person enters into; b any building or land other than your main home; c someone legally taking an insured person's material property from them, (whether the insured person is offered money or not), or restrictions or controls placed on an insured person's material property by any government or public or local authority unless the claim is for accidental physical damage; d work done by any government or public or local authority unless the claim is for accidental physical damage; e a motor vehicle owned or used by, or hired or leased to an insured person; f mining subsidence. <p>Defending a claim relating to an event that causes or could cause physical damage to material property (but defending a counterclaim is covered).</p> <p>The first £250 of any claim for legal nuisance or trespass. The insured person must pay this as soon as DAS accept the claim.</p>

Data Protection Notice

Please read this notice carefully as it contains important information about our use of **your** personal information. In this notice, **we** and **us** and **our** means the Fortis Group in the UK which includes Fortis Insurance Limited and any holding companies, subsidiaries and other linked companies. **Your** personal information means any information **we** hold about **you** or anyone else in connection with any product or service **we** are providing to **you**.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information for the purposes explained below. **You** should show this notice to anyone else whose name **you** give to **us** in connection with **your** insurance policy as it will also apply to them.

How we use your personal information

We will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to **your** insurance adviser

We may also use **your** personal information and the information about **your** use of **our** products and services to carry out research and analysis.

We may have to share **your** personal information with other insurers, regulatory authorities or agents providing services on **our** behalf.

We will only release **your** personal information to others if:

- **we** need to do this to manage your policy with **us** (as set out above);
- **you** have given permission to receive promotional material;
- **we** need to prevent fraud (as mentioned above);

- **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); or
- There are any other circumstances where **you** have given **your** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Sharing information to prevent fraud

We may share **your** personal information with operators of registers used by the insurance industry to check information that is given to **us** and prevent fraudulent claims. These include the Claims and Underwriting Exchange register, run by Insurance Database Services Limited. **We** may pass information relating to **your** insurance policy and any incident (such as accident or theft), to these registers.

Dealing with others on your behalf

To help **you** to manage **your** insurance policy, subject to passing security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy.

Sensitive information

Some of the personal information that we ask **you** to provide is known as sensitive personal data. This will include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only use sensitive personal data about **you** to manage **your** policy and to provide the services described in **your** policy documents.

Monitoring and recording calls

We may monitor or record telephone calls for training purposes, to improve **our** service and to prevent or detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of the information **we** hold about **you**. If you would like a copy of **your** information, please contact **our** Data Protection Officer, quoting **your** name, address and insurance policy number. Please note that **we** are entitled to charge **you** a small administrative fee for doing this.

What to do if you have a complaint

If you have experienced a problem or are unhappy with any part of our service we will sort this out as quickly and fairly as possible.

What you should do first

If your complaint is about the way your policy was sold to you, contact your insurance adviser to report your complaint.

If you have a complaint about a claim, call your claims handler first. You will find the claims handler's name and phone number on any letters they have sent you.

If your problem has still not been sorted out

Step 1

Contact our Customer Services Adviser who will make sure that your complaint is dealt with at a senior level. You can write to us at the address below or e-mail us through our website at www.fortisinsurance.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Service Adviser
Fortis Insurance Limited
Fortis House
Tollgate
Eastleigh
Hampshire
SO53 3YA

Step 2

If this matter has still not been sorted out, you can write to Mark Cliff, Managing Director at the same address, unless your complaint relates to Legal Expenses Insurance, in which case please contact DAS Chief Executive Officer at DAS House, Quayside, Temple Back, Bristol, BS1 6NH.

Step 3

If you are not satisfied with our final decision, you can write to:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

Using this complaints procedure will not affect your legal rights.

Service standards

We will reply to any letter you send us within two working days of receiving it. In our letter we will tell you who will be dealing with your complaint and when you should expect a reply.

Financial Services Compensation Scheme

We are covered by the Financial Services compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit.

For further information see

www.fscs.org.uk or telephone **020 7892 7300**



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Fortis House
The Square
Gloucester Business Park
Brockworth
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Fortis Insurance Limited

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SO53 3YA

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Website: www.fortisinsurance.co.uk

Registered number 354568

Fortis Insurance Limited is authorised
and regulated by the Financial Services
Authority

HH111 Jan 2010