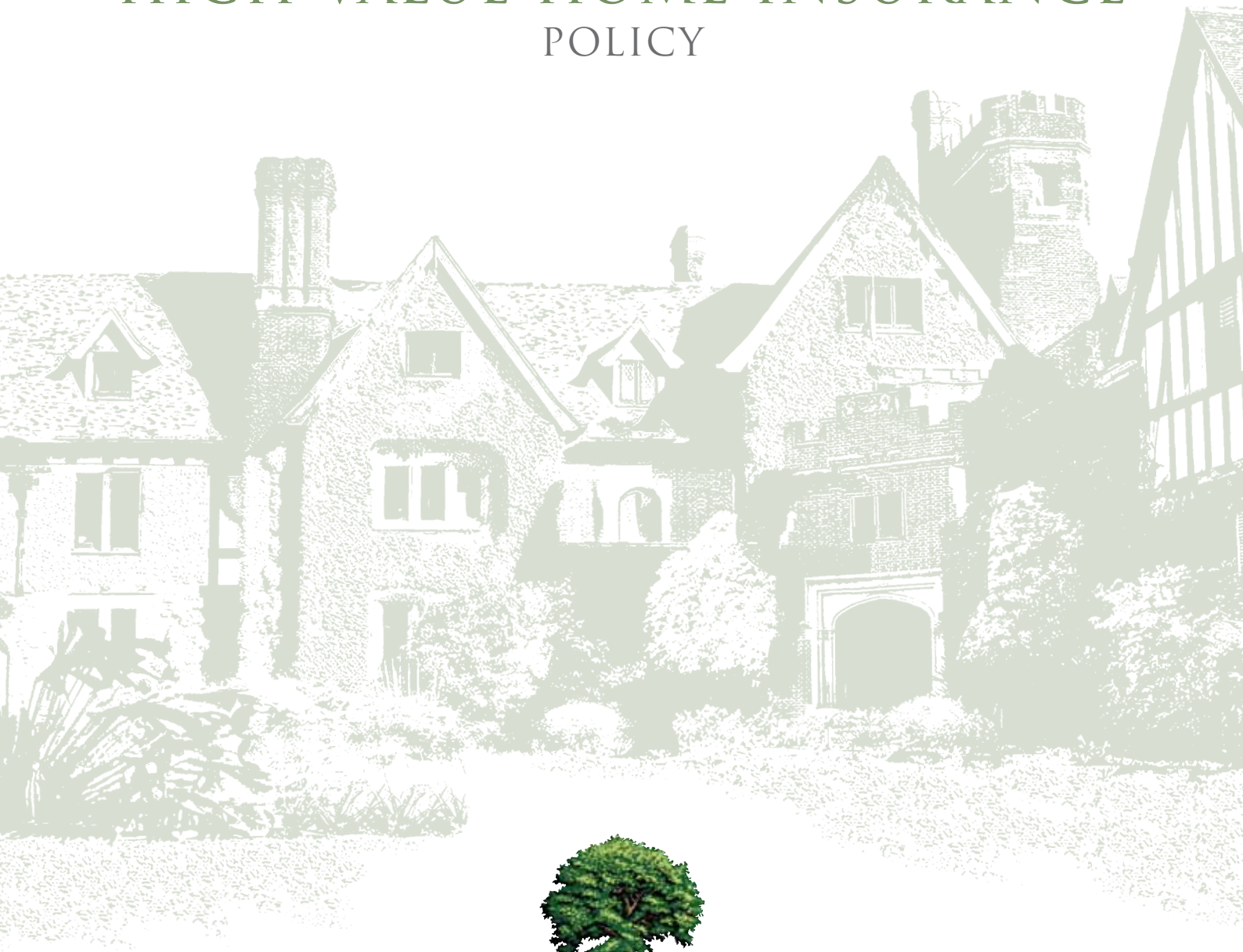


OAK

HIGH VALUE HOME INSURANCE
POLICY



OAK UNDERWRITING PLC



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CLAIMS AND ASSISTANCE

Most claims, information and assistance services are available 24 hours a day, 7 days a week. Please quote 'Oak Underwriting' and your policy number when you telephone so that your call can be dealt with as quickly and efficiently as possible.

Business Hours Claims Reporting

Please notify your insurance intermediary or our claims department of a claim as soon as possible.

Telephone **0845 2303938**

Fax **0845 2303930**

Out-of-hours Claims Reporting

This emergency line is constantly manned if you need to report a claim outside business hours. As part of this service, the skilled operators will also for example, arrange hotel accommodation for you and your family or security guards to patrol your grounds. They are also able to arrange to give you access to specialist advice.

Telephone **0117 927 1807**

Home Emergency Service

This service provides up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an emergency involving roof damage, the main heating system, plumbing and drainage, loss of the domestic power supply, failure of a toilet unit, home security, loss of keys or vermin infestation (including wasps). For full details of the cover please refer to pages 33-37.

Telephone **0117 927 1940**

Legal Protection Claims

Please telephone DAS during office hours to request a claim form.

Telephone **0117 927 1807**

Confidential Counselling

A confidential counselling service which includes, where appropriate, onward referral to relevant voluntary or professional services. Your calls will not be recorded.

Telephone **0117 934 2121**

Identity Theft Protection

Guidance and advice can be given in respect of any concerns about being or becoming a victim of identity theft.

Telephone **0844 848 4279**

CLAIMS AND ASSISTANCE

Advice and Assistance Helplines

The advice and assistance helplines listed below are available 24 hours a day, 7 days a week and may be used as often as required. All helplines apply to the United Kingdom unless otherwise stated.

Where stated below you will be responsible for paying the costs for the assistance provided eg. repair costs or agency fees.

Telephone **0117 927 1807**

EuroLaw Legal Advice

Confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice

Confidential advice over the phone on personal tax matters.

Health and Medical Information

Information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists. Your calls will not be recorded.

Domestic Assistance

Immediate assistance for domestic emergencies in your home such as burst pipes and roof damage. The trained operators will also, if required, arrange for an approved contractor to carry out the repairs at your own cost.

Veterinary Assistance

Assistance in finding an emergency vet who can offer treatment if your pet is ill or injured.

Emergency Childcare and Staff

Help following an emergency such as illness or injury in finding emergency childcare assistance, cleaning staff, housekeeping or other domestic help.

For your protection and to help DAS check and improve their service standards, all calls to them (other than for the health and medical information and counselling services) are recorded. DAS will not accept responsibility if the Helpline Services are unavailable for reasons they cannot control.



CONTRACT OF INSURANCE

On behalf of the **subscribing insurers** and subject to the terms, conditions, limits and exclusions of this insurance, **we** will insure **you** against **loss, damage** or legal liability occurring during any **period of insurance** for which **we** have accepted payment of **your** premium.

This policy sets out clearly what is and what is not covered and, to assist **you**, any words with special meanings have been defined and are in **bold**. It is essential that **you** read **your** policy, the **schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears. If **your** policy, the **schedule** and any **endorsements** are incorrect in any way, please tell **us** immediately so that **we** can make the necessary changes.

The information **you** have supplied, in addition to the proposal form, declaration and any supplementary questionnaires, forms the basis of this legal contract between **you** and **us**. **You** must therefore ensure that all the information given is accurate and that no material facts have been withheld. Also, please remember that **you** are required to tell **us** as soon as possible of any changes or information which will materially affect this insurance. Failure to do so may invalidate **your** policy. If **you** are in any doubt as to whether a change is material, please contact **us**.

Unless some other law is agreed in writing, this policy is governed by English law or the law of where **your home** is within the **United Kingdom**. If there is a dispute, it will be dealt with in the courts of England or of the country within the **United Kingdom** in which **your home** is situated.

If **you** find this insurance does not meet **your** requirements and **you** return it to **us** within 15 days of receiving it, **we** will refund **your** premium in full provided **you** have not made a claim.

R Trott

Managing Director
Oak Underwriting plc

DEFINITIONS

The words and phrases shown in **bold** have special meanings and are either defined below or more specifically elsewhere in this insurance.

Buildings

Your home, its **outbuildings** and/or, where applicable, **tenants improvements** including

- 1 interior decorations, **fixtures and fittings**, fitted appliances and climate control systems
- 2 swimming pools, ornamental fountains and ponds
- 3 hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, fences and hedges
- 4 underground service pipes, cables, sewers, drains, domestic fuel tanks, externally fixed radio and television aerials, satellite dishes, their fittings and masts, solar panels and wind turbines

all belonging to **you** or for which **you** are legally responsible and which are of **standard construction**.

Business

Any professional activity or non-manual business **you** conduct at or from the office in **your home**.

Business contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents all belonging to the **business** or for which the **business** is legally responsible.

Contents

The contents of **your home** including

- 1 household goods and equipment, carpeting, furnishings, **business contents**, refrigerated, frozen and other food and drink, domestic heating oil
- 2 **personal effects**
- 3 **outdoor and garden items**
- 4 remote controlled power driven toys and models
- 5 motorised sit-in toy or miniature vehicles (including motorcycles providing they have an engine capacity of 50cc or less)
- 6 domestic garden maintenance equipment, motorised lawnmowers and power equipment
- 7 quad bikes (but only if used exclusively for the care of gardens, horses and pets or incidental farming activities)
- 8 trailers and non-motorised horseboxes up to 12 feet in length
- 9 golf trolleys, golf buggies, motorised and non-motorised wheelchairs
- 10 **money and credit cards**
- 11 jewellery, watches and guns

all belonging to **you** or for which **you** are legally responsible but excluding

- i any part of the **buildings, tenants improvements**, fitted furniture, fitted appliances, **fixtures and fittings**
- ii motor vehicles and watercraft, their keys and accessories (except as allowed for above)
- iii aircraft including pedestrian controlled power driven toy and model aircraft
- iv caravans
- v pets, bloodstock and livestock.

DEFINITIONS (continued)

Credit card(s)	Cheque, credit, charge, debit, cash dispenser and bankers' card(s).
Damage/Loss	Physical loss, physical damage or physical destruction.
Endorsement	A change in details or a variation in the terms, conditions and/or exclusions of this insurance as stated in the schedule .
Excess(es)	The amount(s) stated in the schedule that we will deduct from any claims settlement we make. All claims arising out of one incident of loss or damage will be treated as one claim.
Fine art and antiques	Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including <ol style="list-style-type: none">1 antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts2 sculptures (inside or outside the home), ornaments, porcelain and glass3 clocks, barometers, mechanical art and objets d'art4 those made of precious metals or precious stones including gold, silver, platinum, pewter and plate5 stamp and coin collections, wines, memorabilia and other collectibles such as models, dolls and guns all belonging to you or for which you are legally responsible.
Fixtures & fittings	All items that are fixed to and form part of the structure of your home including <ol style="list-style-type: none">1 decorations including wallpaper, murals and stencilling2 bathroom suites3 fitted kitchens4 fitted furniture5 flooring.
Home	The house or self-contained flat including outbuildings and any tenants improvements all at the address(es) shown in the schedule .
Money	Your personal money including <ol style="list-style-type: none">1 current cash, cheques, travellers cheques, postal orders, money orders and bank drafts2 travel and other tickets and vouchers with a fixed monetary value, phone cards and current postage stamps3 savings stamps and certificates, premium bonds and share certificates.
Outbuildings	Free-standing permanent structures including <ol style="list-style-type: none">1 garages, stables, barns, studios, pool houses and summer houses2 garden sheds, greenhouses and other similar structures.

DEFINITIONS (continued)

Outdoor and garden items	Those items designed to be left or used outdoors including garden furniture, children's play equipment and (other than items of fine art and antiques) statues and ornaments.
Period of insurance	The period for which this insurance is in force as shown in your schedule .
Personal effects	Clothing, baggage and items worn, used or carried by you including <ol style="list-style-type: none">1 furs2 spectacles, contact lenses and hearing aids3 photographic, mobile communication and computer equipment4 pedal cycles, saddles, tack, hand or wind propelled watercraft (up to 12 feet in length), other sports equipment and specialist clothing and other similar items all belonging to you or for which you are legally responsible.
Schedule	That part of this insurance which shows current details of the policyholder , the period of insurance , the property insured, the covers in force, the sums insured and any excess(es) and endorsements which apply.
Standard construction	Buildings constructed of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Subscribing insurers/they/them/their	The subscribing insurers are certain underwriters at Lloyd's (whose contracts carry the seal of the Lloyd's Policy Signing Office) and certain insurance companies whose names and the percentage share each has taken on is available to you on request. Each subscribing insurer is only liable for that insurer's own share of the risk and not for any other share. The subscribing insurers' obligations are several and not joint and are solely limited to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who, for any reason, does not satisfy all or part of its obligations.
Sum insured	Each sum insured or agreed value stated in the schedule .
Tenants improvements	Improvements, alterations, decorations which have been undertaken, as tenants, by you or previous occupiers but not if covered by the landlord's or any other insurance.
Terrorism	Any act(s) of any person(s) or organisation(s) involving <ol style="list-style-type: none">1 the causing, occasioning or threatening of harm of whatever nature and by whatever means2 putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
United Kingdom	England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands.

DEFINITIONS (continued)

Unfurnished	At the time of the loss or damage the home has not been sufficiently furnished for normal living purposes for more than 30 consecutive days.
Unoccupied	At the time of the loss or damage the home , although furnished, has not been lived in for more than 60 consecutive days.
Valuables	Fine art and antiques , jewellery, watches and guns, all belonging to you or for which you are legally responsible.
We/us/our	Oak Underwriting plc, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5DF who have effected and signed this insurance on behalf of the subscribing insurers in accordance with the authorisation granted under contracts issued by such subscribing insurers to us .
You/your/policyholder	The person(s) named in the schedule as the policyholder , all permanent members of your household (including resident domestic staff and those in full-time education) and, where applicable, your legal personal representatives.

BUILDINGS

How we will settle claims

We will pay the cost of restoring, repairing or rebuilding insured **damage** to **buildings** or **tenants improvements** provided that such work is carried out but not the cost of extending, refurbishing or improving the **buildings** or **tenants improvements**.

We will also pay the reasonable and necessary costs for

- 1 architects, surveyors, consulting engineers, legal and other fees to repair, rebuild or replace the **buildings**
- 2 clearing the site and making the site and **home** safe
- 3 complying with government or local authority requirements (provided the **buildings** were originally built according to any government and local authority regulations in force at the time)

but **we** will not pay

- i fees and costs relating to undamaged parts of the **buildings**
- ii fees and costs incurred in preparing **your** claim
- iii costs for any requirements notified to **you** before the **damage** occurred.

We will pay up to 150% of the **sum insured** if, at inception and or any subsequent renewal **you** have provided **us** with, and **we** have accepted, a full independent professional valuation which, at such inception date or last renewal date (whichever is the later), is no more than three years old. Where **you** have not provided such a valuation or it is more than three years old, **we** will pay up to the **sum insured**. In both instances **we** will also pay any increase resulting from the automatic monthly application of the Royal Institution of Chartered Surveyors House Rebuilding Cost Index or similar appropriate index. (Renewal premiums will be calculated on the adjusted index-linked **sum insured**.)

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim. Where a claim exceeds £25,000 no **excess** will be deducted. However, this waiver does not apply to claims resulting from subsidence, landslip or heave or any **home unoccupied** or **unfurnished** at the time of the loss.

The **sum insured** will not be reduced after the payment of a claim provided **you** carry out any reasonable recommendations **we** make to reduce any further **loss, damage** or injury.

The cover

We will insure **you** for **damage** to **buildings** during the **period of insurance**

The exclusions

but **we** will not pay for

- 1 any **loss** or **damage** for which compensation will be provided or which, but for the existence of this insurance, would have been provided under any contract, legislation, guarantee or other more specific insurance
- 2 the cost of routine maintenance and decoration
- 3 **damage** resulting from any building works and/or heat processes (including restoration, repair, redecoration, maintenance or other similar work) where
 - i the estimated value of the works is £50,000 or more and/or

-
- ii **you** have entered into a contract which, in any way, removes or limits **your** legal rights against the contractor
 - 4 **damage** caused by or comprising
 - i frost to swimming pools, ornamental ponds and fountains including **damage** to the associated pipe work, plant and equipment
 - ii storm or flood to gates, hedges, fences, trellises and similar fixtures
 - iii inherent defect, defective design, defective workmanship, the use of defective materials, misuse, deliberate acts by **you**
 - iv demolition, alteration, construction, cleaning, renovation, repair, restoration or similar process
 - v atmospheric or climatic conditions, exposure to light, rot, rising damp, fungus, mould, infestation, insects
 - vi vermin other than by squirrels in a sudden, identifiable and unexpected event
 - vii chewing, scratching, tearing or fouling by domestic pets
 - viii normal settlement, shrinkage, warping, corrosion, wear and tear or other gradually operating causes including but not limited to rust, oxidation, smoke, smudge and any deterioration of the **buildings**
 - ix subsidence, landslip or heave of the site on which the **buildings** stand
 - a to swimming pools, swimming ponds, ornamental ponds, fountains, hard tennis courts, terraces, patios, driveways, footpaths, boundary and garden walls, gates, fences, septic tanks and fixed domestic heating fuel tanks unless there is **damage** to the **home** at the same time and by the same cause
 - b resulting from coastal or river erosion; demolition, construction, structural alteration or structural repair; the movement of solid floor slabs unless there is **damage** to the foundations under the external walls at the same time and by the same cause; new structures bedding down; the settling of newly made up ground; foundations which fail to meet the building regulations applicable at the time of construction

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- 5 **damage** whilst the **home** is **unoccupied** caused by
 - i theft, attempted theft, vandalism and malicious acts unless, from the outset, all security protections are in full and effective operation and the **home** is inspected internally at reasonable intervals by an authorised person
 - ii frost **damage** to or water freezing in or suddenly leaking from fixed domestic water and heating installations, water beds, fish tanks and domestic appliances unless from the outset the water supply is turned off at the mains and all systems (to include fixed water tanks, apparatus and pipes) drained or the **home** is heated to a constant minimum temperature of 10°C and the **home** is inspected internally at reasonable intervals by an authorised person
 - 6 **damage** whilst the **home** is **unfurnished** caused by
 - i theft, attempted theft, vandalism and malicious acts
 - ii frost **damage** to or water freezing in or suddenly leaking from fixed domestic water and heating installation, water beds, fish tanks and domestic appliances
 - iii oil leaking from any fixed domestic heating installation.

We will also pay

1 **Reward**

A reward of up to £5,000 to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of any person(s) who committed a criminal act which resulted in **damage** which is the subject of an insured claim.

2 **Alternative accommodation and loss of rent following insured damage**

The necessary and reasonable costs of alternative accommodation for **you**, **your** pets and horses, and the cost of taking the **contents** of **your home** to the alternative accommodation as well as loss of rent and ground rent payable to **you** for up to 5 years from the date of the **damage** where as a direct result of insured **damage** covered under this policy, the **home** cannot be lived in provided **your** policy remains in force throughout

but **we** will not pay any costs

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
- 2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons.

3 Alternative accommodation and loss of rent following forced evacuation

The necessary and reasonable costs of alternative accommodation for **you**, **your** pets and horses, as well as loss of rent and ground rent payable to **you** for up to 1 year from the date of evacuation where **you** are prohibited access to the **home** by a local or police authority as a direct result of **damage** to neighbouring property which would otherwise have been covered by this insurance had **your home** been damaged

4 Underground services

The cost of repairing or replacing underground service pipes, cables, sewers and drains for which **you** are legally responsible following accidental **damage**.

5 Tracing leaks

We will pay the cost of tracing the source of an escape of water, gas or oil from inside the **home** from any fixed domestic water or heating installation and any resulting repairs to floors, walls and ceilings. **We** will pay up to £50,000 for the cost of tracing the source of an escape of water or oil from underground service pipes outside the **home** for which **you** are legally responsible.

6 Domestic oil leakage

Up to 5% of the **buildings sum insured** but no more than £50,000 in any one **period of insurance** for the cost of clearing up contamination or pollution of soil and/or water at the **home** caused by a sudden, unforeseen and identifiable oil leakage from **your** domestic oil installation.

7 Loss of metered water and leakage of oil

Up to £50,000 any one claim for the **loss** of metered water or oil from any domestic fixed water or heating installation

8 Garden re-landscaping

Up to 10% of the **buildings sum insured** in any one **period of insurance** for the re-landscaping of the gardens of **your home** following **damage** at the **home** resulting from fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, civil disturbance, vandalism or malicious acts, falling trees, telegraph poles, lamp posts or pylons

but **we** will not pay any costs

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
- 2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons.

but not whilst the **home** is **unoccupied** or **unfurnished**.

but **we** will not pay

- 1 more than £1,000 for any one tree, plant or shrub
- 2 for any **damage** to paddocks and woods
- 3 costs relating to any undamaged part of the gardens.

9 Trespass protection

Up to £10,000 in any one **period of insurance** to restore the land at **your home** to the same condition immediately prior to the **damage** occurring following any unlawful trespassing, including the removal of any item(s) left behind by the trespassers and any other costs incurred by **you** that are not covered under the garden re-landscaping section of this policy.

10 Temporary removal of fixtures

Up to 10% of the **buildings sum insured** for insured **damage** during the **period of insurance** to permanent **fixtures** removed from the **buildings** for up to 60 days for repair, restoration or safekeeping

but **we** will not pay for **damage** to **fixtures** in transit or in an unattended vehicle unless all reasonable means of safeguarding the **fixtures** have been used.

11 New fixtures and fittings

Up to 10% of the **buildings sum insured** for **damage** to new **fixtures and fittings**, fitted furniture and fitted appliances being installed in the **home** provided that **you** notify **us** within 60 days of the date of delivery and pay any reasonable additional premium **we** require. If **you** do not notify **us** within the time allowed, **we** reserve the right not to insure the item(s) concerned

but **we** will not pay

- 1 if the installation requires any structural alterations to the **buildings**
- 2 if there is a contractual requirement for **you** to effect specific insurance or if the contractor is required to be a joint **policyholder**
- 3 for items which have been left in the open.

12 Unfixed building materials

Up to 10% of the **buildings sum insured** but no more than £50,000 for **damage** to newly acquired unfixed building materials and supplies owned by **you** and kept within the boundaries of **your home** for use in the construction, maintenance or alteration of **your home**

but **we** will not pay where

- 1 a structural alteration is required to the **buildings**
- 2 **you** have entered into a contract which, in any way, removes or limits **your** legal rights against the contractor unless agreed by **us** in writing beforehand and any resultant additional premium is paid for.

13 Locks and keys

We will pay for the cost of replacing the keys to the **home** including alarms, safes and strong rooms of the **home** where the keys have been lost or stolen. Where there is no immediate security risk, **you** must obtain **our** written agreement before any locks are replaced.
No **excess** will be applied to a claim.

14 Emergency access

Up to £1,000 towards the cost of repairing **your home** as a result of **damage** following forcible entry to **your home** to attend a medical emergency.

15 Upgrading security systems

Up to £10,000 towards the cost of the upgrading of the **home's** alarm and security systems following a physical criminal assault at the **home** during the **period of insurance**

but **we** will not pay

- 1 any costs incurred before **you** obtain **our** consent unless immediate action was required for safety reasons
- 2 outside the **period of insurance** unless cover continues to be provided by this insurance.

16 Preventative measures

We will pay up to £2,500 towards the cost of preventing or mitigating a future loss by the same peril following an insured loss exceeding £25,000 caused by escape of water, fire, flood or storm

but **we** will not pay

- 1 unless the **buildings** are in a good state of repair
- 2 for the cost of routine maintenance and decoration.

17 Special alterations to the home

Up to £25,000 towards the cost of essential alterations to or adaptations of the **home** necessitated by **your** identifiable physical injury caused directly by a sudden and unforeseen accident during the **period of insurance**.

This cover is not available following accidents to domestic employees.

18 Fatal injury

We will pay £50,000 per person over 16 years of age and £5,000 per person under 16 years of age if **you** suffer an identifiable physical criminal assault at **your home** or anywhere in the **United Kingdom** or injury as a result of fire, lightning, impact by aircraft or explosion in **your home** during the **period of insurance** from which **you** subsequently die within 12 months

but **we** will not pay for resident domestic employees.

19 Interested parties

The bank, building society or other institution shown in the **schedule** as having an interest in the **buildings** will be treated as a joint **policyholder**. **We** agree to comply with the institutions usual conditions provided

- a these have been lodged with **us**
- b always that such conditions are not inconsistent with the scope of cover provided by this insurance.

20 Selling the home

The buyer of **your home** will be entitled to the benefit of the cover provided for **damage** to the **buildings** for the period from exchange of contracts (or, if the **home** is in Scotland, **your** acceptance of the offer to purchase) to the completion of the sale, subject always to the terms, conditions and exclusions of this insurance

but **we** will not pay

- 1 the buyer's cost of alternative accommodation and loss of rent
- 2 if the **buildings** are more specifically insured by the purchaser or on the purchaser's behalf.

21 Contents of a let home

Up to £5,000 for **damage** to the carpets, curtains and domestic appliances where **your home** is let **unfurnished**

but **we** will not pay for any **damage** insured elsewhere.

CONTENTS

How we will settle claims

We will, following **loss** or **damage** repair or pay for or replace any lost or damaged article as if it were new.

Unless specifically amended in the **schedule**, **we** will not pay more per claim than the limits shown below for the categories listed. These limits form part of and do not in any way increase the total **contents sum insured**.

Jewellery and watches, including unset precious or semi-precious stones	£ 5,000 in total
Guns	£ 5,000 in total
Business contents	£20,000 in total
Hand or wind propelled watercraft (up to 12 feet in length)	£ 5,000 in total
Trailers and non-motorised horseboxes (up to 12 feet in length)	£ 5,000 in total
Quad bikes and sit-in toy or miniature vehicles	£10,000 in total
Sit-on or sit-in domestic gardening equipment	£10,000 in total
Outdoor and garden items	10% of the contents sum insured

We will pay up to 125% of the **sum insured** if, at inception and/or any subsequent renewal **you** have provided **us** with, and **we** have accepted, a full independent professional valuation which, at such inception date or last renewal date (whichever is the later), is no more than three years old. Where **you** have not provided such a valuation or it is more than three years old, **we** will pay up to the **sum insured**. In both instances **we** will also pay any increase resulting from the automatic monthly application of the Consumer Durables Household Goods section of the Retail Price Index or similar appropriate index. (Renewal premiums will be calculated on the adjusted **sum(s) insured**.)

The **sum insured** will not be reduced after the payment of a claim on condition that **you** carry out any reasonable recommendations **we** make to reduce any further **loss, damage** or injury.

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim. Where a claim exceeds £25,000 no **excess** will be deducted. However, this waiver does not apply to claims resulting from subsidence, landslip or heave or any **home unoccupied** or **unfurnished** at the time of the loss.

We will own and have the right to take possession of any item, pair or set for which **we** have paid the full **sum insured** before deduction of the applicable **excess**.

The cover

We will insure **you** for **loss** of or **damage** to **contents** anywhere in the world during the **period of insurance**

The exclusions

but **we** will not pay for

- 1 any **loss** or **damage** for which compensation will be provided or which, but for the existence of this insurance, would have been provided under any contract, legislation, guarantee or other more specific insurance
- 2 **damage** resulting from any building works (including restoration, repair, redecoration, maintenance or other similar work including heat processes) where
 - i the estimated value of the works is £50,000 or more and/or
 - ii **you** have entered into a contract which, in any way, removes or limits **your** legal rights against the contractor

-
- 3 **damage** whilst in transit or in an unattended vehicle unless all reasonable means of safeguarding the insured items have been used
 - 4 **loss or damage** to
 - i any motorised wheelchair, golf trolley, golf buggy, quad bike or motorised sit-in toy or miniature vehicle, trailer and non-motorised horseboxes being used in circumstances where any road traffic legislation applies
 - ii any quad bike being used
 - a by any person under 17 years old
 - b for any purpose other than horse and pet care, gardening or incidental farming activities
 - 5 **damage** caused by or comprising
 - i inherent defect, defective design, defective workmanship, the use of defective materials, misuse, deliberate acts by **you**
 - ii alteration, cleaning, renovation, repair, restoration, re-framing or similar process
 - iii atmospheric or climatic conditions, exposure to light or extremes of temperature (unless caused by **damage** which is not excluded), frost, moisture, aridity, humidity, rot, rising damp, fungus, mould, infestation, insects
 - iv vermin other than by squirrels in a sudden, identifiable and unexpected event
 - v chewing, scratching, tearing and fouling by domestic pets
 - vi normal settlement, shrinkage, warping, corrosion, wear and tear, other gradually operating causes including but not limited to rust, oxidation, smoke and smudge
 - 6 **damage** whilst the **home** is **unoccupied** caused by
 - i theft, attempted theft, vandalism and malicious acts unless, from the outset, all security protections are in full and effective operation and the **home** is inspected internally at reasonable intervals by an authorised person
 - ii frost **damage** to or water freezing in or suddenly leaking from fixed domestic water or heating installations, water beds, fish tanks and domestic appliances unless, from the outset, the water supply is turned off at the mains and all systems drained or the **home** is constantly heated to a minimum temperature of 10°C and the **home** is inspected internally at reasonable intervals by an authorised person

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- 7 **damage** whilst the **home** is **unfurnished** caused by
 - i theft, attempted theft, vandalism and malicious acts
 - ii frost **damage** to or water freezing in or suddenly leaking from fixed domestic water and heating installation, water beds, fish tanks and domestic appliances
 - iii oil leaking from any fixed domestic heating installation
 - 8 **loss** following **damage** to the **buildings** which is excluded by the **Buildings** part of this insurance (whether in force or not) resulting from subsidence, landslip or heave of the site on which the **buildings** stand
 - 9 any **loss** or **damage** to lottery tickets or winnings.

We will also provide cover for

1 Reward

The payment of a reward of up to £5,000 to any individual or organisation other than **you** and the police for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in **loss** which is the subject of an insured claim.

2 Alternative accommodation and loss of rent following insured damage

The necessary and reasonable costs of

- a alternative accommodation for **you, your** pets and horses and the cost of taking the **contents** of **your home** to the alternative accommodation as well as loss of rent and ground rent payable by **you** for up to 5 years
- b loss of rent and ground rent payable to **you** for up to 3 years

from the date of the **damage** where as a direct result of insured **damage** covered under this policy, the **home** cannot be lived in provided **your** policy remains in force throughout

but **we** will not pay any costs

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
- 2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons.

3 Alternative accommodation and loss of rent following forced evacuation

The necessary and reasonable costs of

- a alternative accommodation for **you, your** pets and horses as well as loss of rent and ground rent payable by or to **you** for up to 1 year from the date of evacuation
- b up to £5,000 for emergency clothing or other emergency provisions that **you** need

where **you** are prohibited access to the **home** by a local or police authority as a direct result of **damage** to neighbouring property which would otherwise have been covered by this insurance had **your home** been damaged

but **we** will not pay any costs

- 1 recoverable elsewhere including, if insured by **your** landlord, loss of rent and ground rent payable by **you**
- 2 incurred before **you** obtained **our** consent unless immediate action was required for safety reasons.

4 Spoilage of food

The spoilage of food and drink in **your** refrigerators and freezers caused by their accidental failure.

We will also pay up to £250 towards the reasonable cost of hiring an alternative refrigerator or freezer provided that **you** do all that is possible to minimise the period of hire.

No **excess** will be applied to a claim.

5 Loss of metered water and leakage of oil

Up to £50,000 any one claim for the **loss** of metered water or oil from any domestic fixed water or heating installation

but not whilst the **home** is **unoccupied** or **unfurnished**.

6 Contents of guests and non-resident domestic staff

We will pay for **damage** in the **home** to the **contents** of guests and non-resident domestic staff

but **we** will not pay for **loss** of or **damage** to

- 1 **money** or **credit cards**
- 2 jewellery, watches and guns
- 3 **contents** insured elsewhere.

7 Digital music, video and photographs

Up to £5,000 any one claim for the cost of replacing or restoring **your** personal digital music files, personal digital video files and personal digital photographs following insured **damage**

but **we** will not pay for

- 1 the cost of replacing or restoring any bespoke computer operating system or software
- 2 any illegal material.

8 Personal documents and title deeds

Up to £50,000 any one claim for the cost of replacing or restoring **your** personal documents, computer records and title deeds following insured **damage**

but **we** will not pay for the cost of replacing or restoring any bespoke computer operating system or software.

9 Business documents

Up to £5,000 any one claim for the cost of replacing or restoring **your business** documents and computer records following insured **damage**

but **we** will not pay for the cost of replacing or restoring any bespoke computer operating system or software.

10 Locks and keys

We will pay for the cost of replacing the keys to the **home** including alarms, safes and strong rooms of the **home** where the keys have been lost or stolen. Where there is no immediate security risk, **you** must obtain **our** written agreement before any locks are replaced.

No **excess** will be applied to a claim.

11 Marquees

Up to £20,000 for **loss** or **damage** to a marquee and associated lighting, heating and furnishings that **you** hire temporarily and are legally responsible for whilst in the boundaries of **your home**

but **we** will not pay any **damage** insured elsewhere.

12 Gifts

Up to 25% of the **contents sum insured** for **loss** to gifts and additional provisions occurring 30 days before and 30 days after a wedding, anniversary, birthday, religious or other celebration.

13 New acquisitions

Up to 25% of the existing **contents sum insured** for newly acquired **contents** on condition that **you** notify **us** within 60 days of the acquisition and pay the full additional premium **we** require. If **you** do not notify **us** within the time allowed, **we** reserve the right not to insure the item(s) concerned.

14 Tracing leaks

We will pay the cost of tracing the source of an escape of water, gas or oil from inside the **home** from any fixed domestic water or heating installation and any resulting repairs to floors, walls and ceilings

but **we** will not pay

- 1 if **you** are not the tenant or leaseholder
- 2 for any **damage** to communal areas of the **buildings**
- 3 for any **damage** insured elsewhere.

15 Garden re-landscaping

Up to 10% of the **contents sum insured** in any one **period of insurance** for the re-landscaping of the gardens of **your home** following **damage** at the **home** resulting from fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, civil disturbance, vandalism or malicious acts, falling trees, telegraph poles, lamp posts or pylons

but **we** will not pay

- 1 if **you** are not the tenant or leaseholder
- 2 more than £1,000 for any one tree, plant or shrub
- 3 for any **damage** to paddocks and woods
- 4 costs relating to any undamaged part of the gardens
- 5 for any **damage** to communal garden areas
- 6 for any **damage** insured elsewhere.

16 Removal by professional contractors

Damage to **contents** in the course of removal by professional removal contractors between **your home** and any new residence insured by **us** including temporary storage of up to 30 days

but **we** will not pay for

- 1 **loss** or **damage** to any item in transit unless it has been packed relative to its value and method of transportation
- 2 any **damage** which occurred outside the **period of insurance** unless cover continues to be provided by this insurance
- 3 any **damage** insured elsewhere.

17 Student's possessions

Up to 20% of the **contents sum insured** for **loss** or **damage** to the **contents** whilst at boarding school, college, university or at any other student accommodation including transit there and back

but **we** will not pay for **loss** or **damage** to

- 1 **money** and **credit cards**
- 2 **contents** insured elsewhere.

18 Relative's possessions

Up to 20% of the **contents sum insured** for **loss** or **damage** to the **contents** owned by **your** parents or **your** grandparents who are resident in a nursing home or residential care home

but **we** will not pay for **loss** of or **damage** to

- 1 **money** and **credit cards**
- 2 **contents** insured elsewhere.

19 Contents not usually kept in the home

Up to 20% of the **contents sum insured** for **loss** or **damage** to the **contents** whilst at

- a any private residence owned or lived in by **you** but not insured by this insurance
- b **your** caravan or beach hut
- c **your** place of work

but **we** will not pay for **loss** of or **damage** to

- 1 **money** and **credit cards**
- 2 jewellery, watches and guns
- 3 **contents** in any **unoccupied** or **unfurnished home**
- 4 **contents** insured elsewhere.

20 Contents in storage

Up to a maximum of 20% of the **sum insured** for **damage** to **contents** in a commercial storage facility in the **United Kingdom** for a maximum of 30 days caused by fire, lightning, explosion, smoke, storm, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts

but **we** will not pay for **damage** to **contents** insured elsewhere.

You must provide **us** with full details and pay the full additional premium if the percentage of the **sum insured** in storage is higher than 20% of the **contents sum insured**, the period of storage is to exceed 30 days or the storage facility is outside the **United Kingdom**.

21 Money

We will pay

- a up to £5,000 for **loss** of **your** personal **money**
- b up to £30,000 in any one **period of insurance** for personal **loss** caused by the forgery or alteration of any cheques or **your** acceptance, in good faith, of forged bank notes

but **we** will not pay

- 1 **money** in transit in an unattended vehicle or in an hotel or other temporary accommodation unless all reasonable means of safeguarding the insured items have been used
- 2 for **loss** of value, confiscation or shortages due to **your** error or omission.

22 Credit cards

We will pay up to £50,000 for the unauthorised or fraudulent use of **your** personal **credit cards**

but **we** will not pay for

- 1 fraudulent use by any person related to **you**
- 2 any **loss** where **you** have breached the terms and conditions of use.

23 Emergency access

Up to £1,000 towards the cost of repairing or replacing the **contents** as a result of **damage** following forcible entry to **your home** to attend a medical emergency.

24 Preventative measures

We will pay up to £2,500 towards the cost of preventing or mitigating a future **loss** by the same peril following an insured **loss** exceeding £25,000 caused by escape of water, fire, flood or storm

but **we** will not pay

- 1 unless the **buildings** are in a good state of repair
- 2 for the cost of routine maintenance and decoration.

25 Special alterations to the home

Up to £25,000 towards the cost of essential alterations to or adaptations of the **home** necessitated by **your** identifiable physical injury caused directly by a sudden and unforeseen accident during the **period of insurance**.

This cover is not available following accidents to domestic employees.

26 Fatal injury

We will pay £50,000 per person over 16 years of age and £5,000 per person under 16 years of age if **you** suffer an identifiable physical criminal assault at **your home** or anywhere in the **United Kingdom** or injury as a result of fire, lightning, impact by aircraft or explosion in **your home** during the **period of insurance** from which **you** subsequently die within 12 months

but **we** will not pay for resident domestic employees.

VALUABLES

How we will settle claims

Fine art and antiques

We will pay up to the appropriate **sum insured** calculated on the following basis:

For total losses

We will

- a pay the **sum insured** for any individually listed item, pair or set
- b pay for or replace at **our** option any item, pair or set not individually listed up to its market value at the time of the **loss** but no more than £25,000.

For partial losses

We will pay the restoration costs plus any resulting depreciation in value but no more than the unlisted item limit of £25,000 or the individually listed **sum insured**, whichever is lower.

Jewellery, watches and guns

We will pay up to the appropriate **sum insured** calculated on the following basis:

For total losses

We will pay for or replace at **our** option any

- a individually listed item, pair or set for the **sum insured**
- b item, pair or set not individually listed up to £10,000, but no more than
 - i the market value at the time of the **loss** for antique and investment items
 - ii the current cost as new for all other items.

For partial losses

We will pay the restoration or repair costs plus any resulting depreciation in value but no more than the unlisted item limit of £10,000 or the individually listed **sum insured**, whichever is lower.

Fine art and antiques, jewellery and watches

The amount **we** will pay will be increased to the market value but not more than 150% of an individually listed **sum insured** where at inception, at renewal and when adding individually listed items **you** have provided **us** with, and **we** have accepted, an independent professional valuation or purchase receipt which is no more than three years old.

All claims

After arriving at a claims settlement, **we** will deduct the applicable **excess** before paying the claim. Where a claim exceeds £25,000 no **excess** will be deducted. However, this waiver does not apply to claims resulting from subsidence, landslip or heave or any **home unoccupied** or **unfurnished** at the time of the loss.

We will own and have the right to take possession of any item, pair or set for which **we** would, but for the deduction of the applicable **excess**, have paid the full **sum insured**.

The cover

We will insure **you** for **loss** of or **damage** to **valuables** anywhere in the world during the **period of insurance**

We will also provide cover for

1 Reward

A reward of up to £5,000 to any individual or organisation (but not **you** or the police) for information leading to the arrest and conviction of any person(s) who committed a criminal act which resulted in **damage** which is the subject of an insured claim.

2 Gifts

Up to 25% of the total **sums insured** for

- 1 **fine art and antiques** for **damage** to gifts of the same category
- 2 jewellery, watches and guns for **damage** to gifts of the same category occurring 30 days before and 30 days after a wedding, anniversary, birthday, religious or other celebration.

The exclusions

but **we** will not pay for any **loss** or **damage**

- 1 excluded under the **Contents** part of this insurance (whether in force or not)
- 2 to **valuables** in transit, in an unattended vehicle or in an hotel or other temporary accommodation unless all reasonable means of safeguarding the insured items have been used
- 3 for **damage** caused by or comprising
 - i inherent defect, defective design, defective workmanship, the use of defective materials, misuse, deliberate acts by **you**
 - ii alteration, cleaning, renovation, repair, restoration, re-framing or similar process
 - iii atmospheric or climatic conditions, exposure to light or extremes of temperature (unless caused by **damage** which is not excluded), frost, moisture, aridity, humidity, rot, rising damp, fungus, mould, infestation, insects
 - iv vermin other than by squirrels in a sudden, identifiable and unexpected event
 - v chewing, scratching, tearing and fouling by domestic pets
 - vi normal settlement, shrinkage, warping, corrosion, wear and tear, other gradually operating causes including but not limited to rust, oxidation, smoke and smudge.

3 New acquisitions

Up to 25% of the total **sums insured** for

- 1 **fine art and antiques** for **damage** to newly acquired items of the same category
 - 2 jewellery, watches and guns for **damage** to newly acquired items of the same category
- on condition that **you** notify **us** within 60 days of the acquisition and pay the full additional premium **we** require. If **you** do not notify **us** within the time allowed, **we** reserve the right not to insure the item(s) concerned.

4 Temporary removal from bank or safe deposit

Up to a maximum of £50,000 for **damage** to **valuables** noted on the **schedule** as kept in **your** bank whilst temporarily removed from **your** bank or safe deposit for up to 30 days in any one **period of insurance**.

5 Death of artist

The amount **we** will pay will be increased to the market value but no more than 200% of an individually listed **sum insured** following the death of the artist during the **period of insurance**, provided that **you** have an independent professional valuation no more than three years old

but **we** will not pay for

- 1 more than £100,000 in any one **period of insurance**
- 2 any **loss** after the initial six months following the death of the artist.

6 Defective title

We will pay up to £25,000 of an individually listed **sum insured** if during the **period of insurance** a person proves that **you** do not have good title to the item and **you** are legally required to return it to its rightful owner

but **we** will not pay for

- 1 items not insured with **us** at the time of purchase
- 2 items purchased through an auctioneer or dealer who is not a member of at least one of the following
 - i British Antique Dealers Association
 - ii Royal Institute of Chartered Surveyors Fine Art Faculty
 - iii Society of Fine Art Auctioneers
 - iv and any other recognised professional association agreed by **us** in writing prior to purchase.

7 Fine art and antiques in storage

Up to a maximum of 20% of the **sum insured** for **damage** to **fine art and antiques** in a commercial storage facility in the **United Kingdom** for a maximum of 30 days caused by fire, lightning, explosion, smoke, storm, flood, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts. **You** must provide **us** with full details and pay the full additional premium if the percentage of the **sum insured** is higher than 20%, the period of storage is to exceed 30 days or the storage facility is outside the **United Kingdom**.

8 Removal by professional contractors

Accidental **damage** to **fine art and antiques** in the course of removal by professional removal contractors between **your home** and any new residence insured by **us** including temporary storage of up to 30 days

but **we** will not pay for

- 1 **loss** or **damage** to any item in transit unless it has been packed relative to its value and method of transportation
- 2 any **damage** which occurred after the **period of insurance** unless cover continues to be provided by this insurance
- 3 any **damage** insured elsewhere.

LIABILITIES

How we will settle claims

We will pay provided **your** liability is not excluded under this section or under the general exclusions up to the limits stated in the **schedule** or any limit specifically stated below for any liability as set out below incurred by **you** as a direct result of any accident arising out of one sudden and unforeseen event plus costs and expenses awarded against **you** or incurred by **you** with **our** prior written consent but **we** will not pay for

- 1 fines, penalties or for damages intended only to punish **you** or to make an example of **you**
- 2 the cost of putting right any defect or alleged defect.

All claims caused directly or indirectly by one accident will be treated as one claim. All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place. No **excess** will be applied to a claim.

The cover

1 Property owners liability

We will pay up to the limit stated in the **schedule** for **your** legal liability for damages which **you** have to pay as compensation for any accidents occurring during the **period of insurance** which result in bodily injury to or illness of any person or **damage** to property arising

- a from **your** ownership of the **home**
- b from **your** ownership of newly acquired land on condition that **you** notify **us** within 60 days of the acquisition and pay the full additional premium **we** require
- c under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 where **you** were the owner of any **home you** were occupying at the time of its sale or disposal

The exclusions

but **we** will not pay for **your** liability arising from

- 1 **damage** to property belonging to **you**, in **your** care or in the care of **your** domestic or **business** employees
- 2 bodily injury to or illness contracted by **you** or any person employed by **you**
- 3 any contract unless **you** would have been liable had the contract not existed
- 4 the use of mechanically or electrically propelled vehicles other than domestic garden equipment
- 5 any trade, **business** or professional activity other than ownership of the **home**
- 6 any dog described in Section 1(1) of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation
- 7 the transmission of any communicable disease, condition, syndrome or virus
- 8 pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
- 9 accidents where **you** are entitled to indemnity under any other insurance
- 10 any damages, including any costs and expenses, exceeding £1,000,000 from **your** ownership of any newly acquired land
- 11 newly acquired land for the purpose of property development, farming activities or any trade, **business** or professional activity
- 12 newly acquired land with existing structures
- 13 newly acquired land outside of the **United Kingdom**.

2 Public and personal liability

We will pay up to the limit stated in the **schedule** for **your** legal liability for damages which **you** (and if requested by **you**, **your** domestic employees) have to pay as compensation for any accident occurring during the **period of insurance** anywhere in the world which results in bodily injury to or illness of any person or **damage** to property

Public and personal liability cover extends to include

Voluntary work

Your personal liability arising out of any negligence in the course of any

- 1 voluntary work for
- 2 unpaid work as a director or officer of a registered charity or other non-profit seeking organisation.

Incidental farming activities

Your liability arising from or in connection with part-time farming activities including hunting, shooting and fishing and the provision of stabling and livery (but not riding schools and establishments) at the **home** provided that, during the **period of insurance**, the hours worked by all employees does not exceed 1,500 hours and the total gross annual revenue does not exceed £25,000.

but not **your** liability arising from or in connection with

- 1 **your** ownership of the **home**, its land and any other **buildings** or land at the address in the **schedule**
- 2 **your** ownership, occupation, possession or use of any land or building not situated at the address in the **schedule**
- 3 **damage** to property belonging to **you**, in **your** care or in the care of **your** employee
- 4 bodily injury to or illness contracted by **you** or any person employed by **you** in the course of their employment
- 5 any contract unless **you** would have been liable had the contract not existed
- 6 any trade, **business** or professional activity other than directly arising from
 - a the use of the **home** as an office for non-manual work in connection with the **business**
 - b the hiring out or opening of the **home** and/or its gardens provided that the total gross revenue from these activities does not exceed £25,000 per year
 - c voluntary work and incidental farming activities as specifically provided for
- 7 remedial, professional or other advice or treatment given, administered or omitted by **you** or a director, partner or employee of any **business**
- 8 any goods or products sold, supplied, repaired, renovated, restored, tested or serviced by **you** or **your** domestic employees
- 9 any mechanically or electrically propelled vehicles other than domestic garden equipment, motorised wheelchairs, golf trolleys and golf buggies, remote controlled toys and models, motorised sit-in toy or miniature vehicles
- 10 any mechanically propelled vehicle, trailer or non-motorised horseboxes being used in circumstances where any road traffic legislation applies other than golf buggies and golf trolleys and then only while being used for golfing activities
- 11 any quad bike being used by any person under 17 years old
- 12 any damages, including any costs and expenses, exceeding £2,000,000 for a covered **loss** arising from the use of a quad bike or motorised sit-in toy or miniature vehicle (including motorcycles with an engine capacity of 50cc or less)

- 13 any quad bike or motorised sit-in toy or miniature vehicle being used for racing, pace-making, trials or competitions
- 14 aircraft including model aircraft and watercraft other than hand or wind propelled watercraft (up to 12 feet in length)
- 15 **your** ownership, possession or use of
 - a any animal other than domestic cats and dogs and horses
 - b any dog described in Section 1(1) of the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation
- 16 any deliberate, wilful or malicious act including the direct or indirect consequences of assault or alleged assault
- 17 the transmission of any communicable disease, condition, syndrome or virus
- 18 any injury, illness, death, **loss**, expenses or other liability attributable to HIV (Human Immuno-deficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused
- 19 pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden, identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place
- 20 accidents where **you** are entitled to indemnity under any other insurance
- 21 any damages arising out of the ownership, possession or usage of any unlicensed firearm(s).

3 Liability for domestic employees

We will pay up to £10,000,000 for **your** legal liability for damages which **you** have to pay as compensation for any accident occurring during the **period of insurance** which results in bodily injury to or illness of any domestic employee arising solely from private domestic duties in the **United Kingdom** and while temporarily elsewhere in the world

but not **your** liability arising from or in connection with

- 1 the use of any mechanically propelled vehicle in circumstances where any road traffic legislation applies or in the United States of America or Canada
- 2 the transmission of any communicable disease, condition, syndrome or virus

-
- 3 any injury, illness, death, **loss**, expenses or other liability attributable to HIV (Human Immuno-deficiency Virus) and or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused
 - 4 demolition, alterations, extensions or renovations to any part of the **home**.

4 Liability as tenant

We will pay up to £1,000,000 in any one **period of insurance** for **your** legal liability for damages which **you** have to pay as compensation arising from **your** tenancy of the **home** following **damage** to the **buildings** occurring during the **period of insurance**

but not for

- 1 liability arising
 - a from **damage** to the **buildings** which is excluded by the **Buildings** part of this insurance (whether in force or not)
 - b whilst the **buildings** are **unoccupied** or **unfurnished**
 - c from any contract unless **you** would have been liable if the contract had not existed
- 2 the cost of maintenance and normal redecoration.

5 Unrecovered damages

We will pay the sum **you** are owed up to a limit of £5,000,000 in any one **period of insurance** if, within three months, **you** have not received the full amount of damages and taxed costs awarded to **you** by a court in the **United Kingdom** for bodily injury, illness or property **damage** provided that

- 1 **you** would have been covered by this part of this insurance if **your** position and that of the person **you** are claiming damages against had been reversed
- 2 **you** are not waiting for an appeal on the judgement
- 3 where **we** make a payment, **you** agree to
 - a allow **us** to take action in **your** name to recover such payment
 - b repay to **us** such damages and taxed costs subsequently paid directly to **you**.

6 Golfer's extension

We will insure **you** for the following whilst playing golf or participating in any activity at a golf club anywhere in the world unless otherwise stated or an exclusion applies:

Third party damage whilst playing golf

Up to £500,000 for property **damage** to another person's property caused by **you** playing golf, irrespective of legal liability.

Personal accident whilst playing golf

Up to £25,000 for any one incident in the event that **you** suffer a sudden, unexpected and identifiable physical injury whilst playing golf which results directly and within 12 months in

- a death
- b loss of use or physical severance of a hand, arm, foot or leg
- c permanent and total loss of sight in one or both eyes.

Golf equipment hire

Up to £30 per day for the necessary hire of golf equipment following

- a **loss** or breakage of **your** golf equipment
- b the misdirection or delay in transit (for at least 12 hours) of **your** golf equipment

if **you** are on a trip outside the **United Kingdom**

but **we** will not pay

- 1 more than £300 per claim
- 2 the first £100 of any claim.

Golf expenses

Up to £125 per day for the proportionate value of any non-refundable, pre-paid green fees, golf equipment hire or tuition fees necessarily unused as a direct result of

- a accidental physical injury or illness to **you**
- b **loss** or theft of documentation which prevents the participation in the pre-paid golfing activity

if **you** are on a trip outside the **United Kingdom**

but **we** will not pay

- 1 more than £1,250 per claim
- 2 the first £100 of any claim
- 3 for any claim arising directly or indirectly from pre-existing medical condition unless agreed by **us** in writing beforehand and any resultant additional premium is paid for
- 4 for any claim arising from a medical condition not substantiated by a written report from the treating doctor confirming **your** inability to play golf.

Hole-in-one

Up to £500 for expenses incurred in the event of a hole-in-one being achieved by **you** during an official competition

but **we** will not pay

- 1 if the score cards and certificate from **your** club or competition secretary are not made available
- 2 more than £3,000 in any one **period of insurance**.

HOME EMERGENCY SERVICE

The insurer for this section is DAS Legal Expenses Insurance Company Limited.

To make sure **you** get the most from **your** DAS cover, please take time to read this policy, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

How we can help

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to assist **you** as quickly as possible.

To make a claim under your policy, please telephone us on 0117 927 1940 straight away and provide the following information:

- **Your** name and the **home** address including postcode;
- The nature of the **home emergency**.

We will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this policy.

It is important that **you** contact **our** assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that the remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

When we cannot help

We cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service.

We will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

Definitions

Home

Your principal **home** situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Home emergency

A sudden unforeseen event which requires immediate corrective action to:

- 1 prevent damage or further damage to **your home**; or
- 2 to make **your home** safe or secure; or
- 3 alleviate unreasonable discomfort, risk or difficulty to any **insured person**.

Insured person

You and any person who lives in or is staying at **your home**.

Main heating system

The main hot water or central heating system in **your home**. This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.

Period of cover

The period for which **we** have agreed to cover **you**.

Plumbing and drainage

The cold water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible. This does not include pipes:

- 1 which connect components of the heating system; or
- 2 for which **your** water supply or sewerage company are responsible.

Vermin

Rodents, wasps and hornets. This does not include any protected species.

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy.

The cover

Your policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.

If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.

We will pay up to £1,000 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an **INSURED INCIDENT**.

INSURED INCIDENT 1 – ROOF DAMAGE

Any damage to the roof of **your home** where internal damage has been caused or is likely.

INSURED INCIDENT 2 – PLUMBING AND DRAINAGE

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.

INSURED INCIDENT 3 – MAIN HEATING SYSTEM

The sudden failure to function of the **main heating system** in **your home**.

What is not covered under MAIN HEATING SYSTEM
Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.

INSURED INCIDENT 4 – DOMESTIC POWER SUPPLY

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

What is not covered under DOMESTIC POWER SUPPLY
Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.

INSURED INCIDENT 5 – TOILET UNIT

Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your home** which results in complete loss of function.

What is not covered under TOILET UNIT
The malfunction or blockage of septic tanks, cesspits or fuel tanks.

INSURED INCIDENT 6 – HOME SECURITY

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

INSURED INCIDENT 7 – LOST KEYS

The loss of the only available set of keys to **your home** if **you** cannot replace them, or gain normal access.

INSURED INCIDENT 8 – VERMIN

The sudden infestation by **vermin** inside **your home** which prevents the use of one or more rooms in the property.

What is not covered under VERMIN
Any claim for **vermin** in outbuildings which are not attached to the main dwelling.

Special exclusions

- 1 Any claim following an **INSURED INCIDENT** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from any other related agreement.
- 2 Any incident or matter arising before the start of this policy.
- 3 Any normal day-to-day home maintenance which an **insured person** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention.
- 4 The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
- 5 Any claim where **your home** has been left unoccupied for 30 consecutive days.

-
- 6 Any claim arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
 - 7 Any costs incurred before an **insured person** has notified **us** of a **home emergency**.
 - 8 Claims arising from any wilful or negligent act or omission by an **insured person**.
 - 9 Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
 - 10 Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
 - 11 Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
 - 12 Any claims arising out of subsidence, landslip or heave.
 - 13 Any properties that **you** own that are not **your** main residence or that **you** rent or let.
 - 14 Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
 - 15 Any costs incurred where **our** approved contractor has attended but **your home** was unoccupied.
 - 16 Home emergencies caused by, contributed to or arising from:
 - a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - d pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
 - e pollution or contamination of any kind.
 - 17 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interest arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

Special conditions

- 1 Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
- 2 An **insured person** must:
 - a keep to the terms and conditions of this policy;
 - b maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;
 - c try to prevent anything happening that may cause a claim;
 - d take reasonable steps to keep any amount **we** have to pay as low as possible.
- 3 **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this policy at any time as long as **you** tell **us** at least 14 days beforehand.
- 4 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
- 5 **We** will not pay for any loss that is not directly covered by the terms and conditions of this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of a **home emergency**.
- 6 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 7 This policy will be governed by English law.

Complaints

We will always try to give **you** a quality of service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

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

Registered in England and Wales, number 103274 www.das.co.uk

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

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

South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0845 080 1800

www.financial-ombudsman.org.uk Using this service does not affect **your** right to take legal action.

LEGAL PROTECTION

How to make a claim

To make a claim under this cover please telephone **DAS** on 0117 927 1807. **They** will ask **you** about **your** legal dispute and if necessary give **you** legal advice. If **your** dispute needs to be dealt with as a claim, **DAS** will provide **you** with a claim reference number. At this point **they** will not be able to confirm that **you** are covered but **they** will pass the information **you** have given **them** to **their** specialist claims handling teams, and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to the Legal Claims Department at the following address: Claims Department, DAS Legal Expenses Insurance Company, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Alternatively **you** can email **your** claim to newclaims@das.co.uk.

When **DAS** have accepted **your** claim **they** will pay **your** legal costs.

You can phone **DAS** at any time on 0117 927 1807 if **you** wish to use any of the helpline services.

Claims are usually handled by a **representative** appointed by **DAS**, but sometimes **they** deal with claims themselves. Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **you** obtain agreement from **DAS**. If **you** do, **they** will not pay the costs involved even if **they** do accept the claim.

Definitions

Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work while travelling to or from or attending court to defend or resolve an **identity theft** case at the request of the appointed **representative**. **DAS** will calculate the amount to the nearest half day assuming that a whole day is eight hours.

The amount **DAS** will pay is based on the following:

- if the **insured person** works full-time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

Communication costs

The cost of phone calls, faxes or postage (including registered post), and the cost of replacement documents.

Costs and expenses

1. Legal costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

2. Accountants costs

All reasonable and necessary costs chargeable by the **representative**.

3. Opponents costs

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

DAS/they/them/their

DAS Legal Expenses Insurance Company Limited. **DAS** is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.

Date of occurrence

1. For civil cases (except under **INSURED INCIDENT 7 - TAX PROTECTION**), 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 originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
3. For **full enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies the **insured person** in writing of its intention to make enquiries.

Domestic employee

A person employed by **you** in a domestic capacity.

Full enquiry

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

Home

The house or self contained flat including its **outbuildings** and any **tenants improvements**, all at the address(es) shown in the **schedule**.

Identity theft

The theft or unauthorised use of an **insured person's** personal identification which has or could result in the unlawful use of their identity.

Insured person

You, and with **your** agreement to claim, any permanent member of **your** household and any domestic employee.

Legal nuisance

Any unlawful interference with an **insured person's** use or enjoyment of the **home** or some right over or in connection with it.

Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for an **insured person** in accordance with the terms of this cover.

Territorial limits

- 1 For **INSURED INCIDENTS 3 - CONTRACT DISPUTES** and **4 - BODILY INJURY** (except as amended by (2) below):
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
- 2 For **INSURED INCIDENT 4 - BODILY INJURY** - cover applicable only whilst **our** annual travel insurance is in force:
Worldwide.
- 3 For **INSURED INCIDENT 10 - IDENTITY THEFT PROTECTION**: The United Kingdom of Great Britain and Northern Ireland.
- 4 For all other **INSURED INCIDENTS**:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

You, your

The person(s) named in the **schedule** as the **policyholder**.

The cover

DAS will provide the cover for the **insured incidents** outlined below provided that:

- a the **date of occurrence** of the **insured incident** is during the **period of insurance** and within the **territorial limits**; and
- b any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limits**; and
- c for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.
- d the claim is reported to **DAS** as soon as the **insured person** becomes aware of it and within 180 days of the **date of occurrence**.
- e for all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **them** within the time limits allowed that they want **them** to appeal. Before **DAS** pay the **costs and expenses** for appeals, **they** must agree that it is always more likely than not that the appeal will be successful.
- f **DAS** will only pay the **legal costs** and **accountants costs** charged by a **representative** appointed by **them**.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

INSURED INCIDENT 1 - EMPLOYMENT DISPUTES

- 1 **DAS** will negotiate for an **insured person's** legal rights in a dispute arising from a contract of employment entered into by the **insured person** for the **insured person's** work as an employee.
- 2 **We** will defend the **insured person's** legal rights prior to:
 - a the issue of legal proceedings in a court or tribunal following the dismissal of a **domestic employee**; or
 - b in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
 - c in legal proceedings in respect of any dispute with
 - i a **domestic employee** or ex-**domestic employee** or a trade union acting on behalf of a **domestic employee** or ex-**domestic employee** which arises out of, or relates to a contract of employment with the **insured person**; or
 - ii a **domestic employee**, prospective **domestic employee** or ex-**domestic employee** arising from an alleged breach of their statutory rights under employment legislation.

What is not covered under EMPLOYMENT DISPUTES

- 1 Disciplinary hearings or internal grievance procedures.
- 2 Any claim relating solely to personal injury.
- 3 Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the policy.
- 4 Any dispute with a **domestic employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the policy if the **date of occurrence** was within the first 180 days of the indemnity provided by the policy.
- 5 Any claim in respect of damages for personal injury or loss of or damage to property.
- 6 Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

INSURED INCIDENT 2 - SERVICE OCCUPANCY

We will negotiate for the **insured person's** legal rights against a **domestic employee** or **ex-domestic employee** to recover possession of premises owned by, or for which the **insured person** is responsible.

INSURED INCIDENT 3 - CONTRACT DISPUTES

DAS will negotiate for:

- 1 an **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **insured person** has entered into for:
 - a the buying or hiring in of any goods or services; or
 - b the selling of any goods;
- 2 **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your home**;
provided that, in both 1 and 2 –
 - i the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
 - ii the amount in dispute is more than £100.

INSURED INCIDENT 4 - BODILY INJURY

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

What is not covered under SERVICE OCCUPANCY

A claim relating to defending the **insured person's** legal rights other than defending a counter-claim.

What is not covered under CONTRACT DISPUTES

A claim relating to:

- 1 a contract regarding an **insured person's** trade, profession, employment or any business venture;
- 2 construction work on any land, or designing, converting or extending any building where the contract value exceeds £50,000 (including VAT);
- 3 a contract involving a motor vehicle;
- 4 the settlement payable under an insurance policy (**DAS** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- 5 a dispute arising from any loan, mortgage, pension, investment or borrowing.

What is not covered under BODILY INJURY

A claim relating to:

- 1 any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
- 2 defending an **insured person's** legal rights, but defending a counter-claim is covered.
- 3 Deep Vein Thrombosis or its symptoms that result from the **insured person** travelling by air.

INSURED INCIDENT 5 - PLANNING APPLICATION REFUSAL APPEALS

We will negotiate on **your** behalf following the refusal by the Local Planning Authority to grant planning permission following **your** request for planning approval.

INSURED INCIDENT 6 - PROPERTY PROTECTION

DAS will negotiate for an **insured person's** legal rights in a civil action; and/or arrange mediation for a dispute relating to material property (including **your home**) which is owned by the **insured person**, or for which the **insured person** is responsible, following:

- 1 an event which causes or could cause physical **damage** to such material property, provided that the amount in dispute is more than £100; or
- 2 a **legal nuisance**; or
- 3 a trespass.

INSURED INCIDENT 7 - TAX PROTECTION

DAS will, in the event of a **full enquiry** into the **insured person's** personal tax affairs, negotiate for and represent the **insured person** in any appeal proceedings.

What is not covered under PLANNING APPLICATION REFUSAL APPEALS

- 1 The maximum **we** will pay for planning application appeals is £5,000.
- 2 **You** must ensure **you** take all reasonable steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application.
- 3 **You** must exhaust every alternative option to secure planning approval prior to launching a planning application appeal.
- 4 Any planning applications **you** make which are not for land **you** already own at the address shown in **your** policy schedule.

What is not covered under PROPERTY PROTECTION

- 1 A claim relating to:
 - a a contract entered into by an **insured person**;
 - b any building or land other than **your home**;
 - c someone legally taking an **insured person's** material property, 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.
- 2 Defending a claim relating to an event that causes or could cause physical **damage** to material property, but defending a counter-claim is covered.
- 3 The first £250 of any claim for **legal nuisance** or trespass. This is payable to **DAS** as soon as **they** accept the claim.

What is not covered under TAX PROTECTION

- 1 The tax affairs of a company, or any claim if the **insured person** is self-employed, a sole trader, or in business partnership.
- 2 An investigation by the Special Compliance Office.

INSURED INCIDENT 8 - JURY SERVICE

DAS will pay an **insured person's** salary or wages for the time that the **insured person** is off work while attending jury service for each half or whole day of their attendance.

The amount **DAS** will pay is based on the following:

- 1 The time the **insured person** is off work, including the time it takes to travel to and from the court. **DAS** will work it out to the nearest half day, assuming that a whole day is eight hours.
- 2 If the **insured person** works full-time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages.
- 3 If the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** salary or wages.

INSURED INCIDENT 9 - LEGAL DEFENCE

- 1 **DAS** will defend an **insured person's** legal rights if an incident arising from the **insured person's** work as an employee leads to:
 - a the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - b civil action being taken against the **insured person** under:
 - i legislation for unlawful discrimination; or
 - ii section 13 of the Data Protection Act 1998.
- 2 **We** will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

INSURED INCIDENT 10 - IDENTITY THEFT PROTECTION

DAS will provide the following cover to an **insured person** who is resident in the **territorial limit**.

Identity Theft Helpline Service

DAS will provide an **insured person** with detailed guidance and advice over the phone in respect of any concerns about being or becoming a victim of **identity theft**.

For help, phone 0844 848 4279. Lines are open 8am-8pm, 7 days a week.

What is not covered under JURY SERVICE

Payment should the salary or wages be recoverable from the court or the **insured person's** employer.

What is not covered under LEGAL DEFENCE

- 1 Parking or obstruction offences.
- 2 The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

What is not covered under IDENTITY THEFT PROTECTION

- 1 Fraud committed by another **insured person** under this cover.
- 2 Losses arising from an **insured person's** business activities.
- 3 If the **insured person's** identity is used or stolen while abroad, the advice available from the **Identity Theft** Helpline and Support Services may be limited.

Identity Theft Support Service

Following a call to the **Identity Theft** Helpline Service, **DAS** will help restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. The **Identity Theft** Support Service will assign a personal caseworker who will provide telephone advice and a personal action plan to help regain the **insured person's** identity. The action plan could include information on how to obtain credit reports, which organisations to contact, how to file a police report and template letters.

DAS will pay **communication costs** for the **insured person** in respect of reporting an **identity theft** and in communicating with the police, credit agencies, financial service providers, other creditors, debt collection agencies or legal counsel.

Legal Expenses

Following an **insured person's identity theft**:

- 1 **DAS** will pay legal costs to reinstate the **insured person's** identity including costs for the signing of statutory declarations or similar documents;
- 2 **DAS** will negotiate for the **insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **insured person** arising from or relating to **identity theft**;
- 3 **DAS** will pay loan rejection fees and any re-application administration fee for a loan when the **insured person's** original application has been rejected;
- 4 **DAS** will pay an **insured person's attendance expenses** up to £250 per day subject to a maximum of £10,000 per **insured incident**.

Provided that

- i the **insured person** files a police report and notifies banks and building societies as soon as possible; and
- ii the **insured person** tells **DAS** if they have previously been subjected to **identity theft**; and
- iii the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.

IF YOU NEED TO MAKE A CLAIM

If **you** make a claim for **Identity Theft** Protection **you** may be required to provide documented evidence such as requests from providers of finance or credit for the repayment of debt, receipts for expenses **you** have incurred, invoices for loan rejection fees and proof of earnings.

Special exclusions

- 1 A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- 2 An incident or matter arising before the start of this cover.
- 3 **Costs and expenses** incurred before **DAS** provide written acceptance of a claim.
- 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 hinders **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** will cover a dispute with a professional adviser in connection with the drafting of 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 cover and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.
- 12 An application for Judicial Review.
- 13 A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Special conditions

- 1 An **insured person** must:
 - a observe and meet the terms and conditions of this cover;
 - b try to prevent anything happening that may cause a claim;
 - c take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d send everything **DAS** ask for, in writing;
 - e give **DAS** full details by telephone or in writing of any claim as soon as possible and give **them** any information **they** need.
- 2 a **DAS** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **They** can negotiate any claim on behalf of an **insured person**.

-
- b An **insured person** is free to choose a **representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - i **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
 - ii there is a conflict of interest.
 - 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 **their** 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 that **DAS** require.
- 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 that 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** that **DAS** have to pay, and must pay **DAS** any **costs and expenses** that are recovered.
- 5 If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason, the cover **DAS** provide will end at once, unless **they** agree to appoint another **representative**.
 - 6 If an **insured person** settles a claim or withdraws it without the agreement of **DAS**, or does not give suitable instructions to a **representative**, the cover provided will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **them**.
 - 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
 - 8 **DAS** may, at **their** discretion, require an **insured person** to obtain, at his or her own expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **DAS**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence, **DAS** will pay the cost of obtaining 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 cover did not exist.
- 10 This policy will be governed by English law.
 - 11 All Acts of Parliament mentioned in the cover include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Complaints

We will always try to give **you** a quality of service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

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

Registered in England and Wales, number 103274 www.das.co.uk

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

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

South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0845 080 1800

www.financial-ombudsman.org.uk Using this service does not affect **your** right to take legal action.

GENERAL CONDITIONS

1 Notifying us of a change

You must notify **us** as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance. This includes **you** ceasing to use the insured address as **your** permanent private residence, any proposed building works or the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not do so, **you** may invalidate **your** insurance or cover may not operate fully.

We reserve the right to alter the terms, conditions and exclusions; to charge an additional premium or to cancel this policy should **we** become aware of any change which may affect this insurance.

2 Non-disclosure, misrepresentation, fraudulent claims or statements

If any claim or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent or deliberately falsely overstated, or if **you** have not told **us** about or have misrepresented any facts or circumstances which might affect **our** decision to provide insurance or the terms of that insurance, this insurance is void and **we** will not pay **your** claim.

3 Your duty of care

You must take all reasonable steps to

- i prevent accidents, injury, illness, **loss** or **damage**
- ii safeguard **your** property ensuring that every item is afforded a level of care and protection commensurate with its value
- iii maintain **your** property in good condition and repair.

If **you** do not, **we** will not be liable to pay any related claim.

4 Adequacy of sums insured

In order to ensure payment of any claim, **your sums insured** must be maintained at full value at all times.

For buildings and tenants improvements

The full cost of rebuilding as new if the **buildings** were totally destroyed plus the cost of professional fees, clearance costs and statutory costs.

For contents

The current cost as new.

For valuables

The current market value - **fine art and antiques**

The current market value - antique and investment jewellery and watches

The current cost as new - all other **valuables**.

5 No claims discount

If, at inception, **your** insurance intermediary confirms in writing that **you** have not made a claim for three completed consecutive **periods of insurance**, **you** will be entitled to an initial no claims discount of 10%. Thereafter, the discount structure below will apply provided **you** do not make a claim in the applicable **period of insurance**. A single claim will result in the total loss of no claims discount effective from next renewal.

Claim free periods of insurance	Discount
One	Nil
Two	Nil
Three	10%
Four	15%
Five or more	20%

6 Your duty when you have a claim

You must

- i as promptly as possible provide details of the claim or possible claim, initially by telephone and then in writing
- ii co-operate fully with **us** at all times
- iii promptly provide any information and assistance **we** may reasonably require
- iv if **your** property is lost, stolen, vandalised or maliciously damaged
 - a promptly tell the police and, if required, any other relevant authorities
 - b obtain an incident report number, a property irregularity or other appropriate report
- v for liability claims, **you** must immediately send **us** unanswered every statement of claim, legal process or other communication **you** receive about the claim
- vi not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

7 Our rights after a claim

We have the right to

- i take over and conduct in **your** name, the defence or settlement of any claim
- ii prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- iii inspect the damaged property should **we** wish to do so.

8 Other insurances

If, at the time of any **loss, damage** or liability covered by this insurance, there is any other insurance covering the same **loss, damage** or liability, **we** will only pay an amount in excess of that which would have been payable under such other insurance.

9 Monthly premium payments

If **you** fail to pay an instalment on its due date or fail to maintain the Direct Debit Mandate and such default is not corrected in the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid in 7 days, **you** will be given written notice that this insurance will be cancelled from the date the instalment was due.

If this insurance is cancelled **we** will stop collecting **your** monthly premiums and **you** must advise **your** bank accordingly.

10 Cancellation

We may cancel this insurance or any part of it by giving 15 days notice by recorded delivery letter to the correspondence address shown in the **schedule**. **You** will be entitled to a pro-rata refund of premium but not if **you** have made a claim in the current **period of insurance**.

You may cancel this insurance by giving written notice to **your** insurance intermediary. **You** may be entitled to a pro-rata refund of premium but not if **you** have made a claim in the current **period of insurance**.

11 Disputes

Where **we** have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to a single arbitrator appointed by the president of the relevant national law society. The decision of the arbitrator will be final and binding.

We and **you** irrevocably and unconditionally agree to submit any other dispute relating to this insurance to the exclusive jurisdiction of the courts of England and Wales or the country within the **United Kingdom** in which **your home** is situated.

12 Mortgagee's non-invalidatio

The rights of any mortgagee under this insurance will not be prejudiced by any act or neglect of the mortgagor provided that the mortgagee, immediately on becoming aware of any such act or neglect, gives **us** notice in writing and pays any reasonable additional premium **we** require.

13 Acts of Parliament

All Acts of Parliament referred to in this insurance are understood to include reference to equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

14 Assignment

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

15 Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay any one of **you**.

16 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

17 Covers common to more than one part of this insurance

The most **we** will pay is the relevant amount stated under each section of cover. If there is a common cover under more than one part of this insurance, **we** will only pay under one part of this insurance.

GENERAL EXCLUSIONS

This insurance excludes

1 War risks

Any direct or indirect consequence of war, invasion, act of foreign enemy or enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or **damage** to property by or under the authority of any government, public or local authority.

2 Radioactive contamination

Any **loss, damage**, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the use of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.

3 Biological and chemical contamination

Any **loss, damage**, destruction of any property whatsoever or any loss of expenses whatsoever resulting or arising there from or any loss of profit, business interruption and any similar economic loss of any kind or any legal liability of whatsoever nature or death or injury to any person directly or indirectly caused by, contributed to or arising from biological or chemical contamination due to or arising from

- a **terrorism**, and/or
- b steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **terrorism**.

4 Pressure waves

Any **loss, damage**, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

5 Date change

Unless specifically amended elsewhere in this insurance, any

- a computer or computer-related equipment, system or software
- b equipment, machinery or product containing, connected to or operated by means of a data processor chip which fails to correctly recognise, interpret, respond or process any data, instruction or any date or part of a date as its true calendar date. Any subsequent **loss** or **damage** which is covered by this insurance is, however, insured.

6 Other exclusions

i **Loss, damage** or legal liability arising from the following causes:

- a **your** failure to use all reasonable means to safeguard **your** property at all times
 - b deception, other than by any person using deception to gain entry to **your home**
 - c normal deterioration
 - d mechanical or electrical breakdown, fault or failure, including loss of electronic data
 - e deliberate acts by **you** or any of **your** domestic staff or employees
- ii loss in value following repair, replacement or reinstatement (except as specifically varied for **valuables** elsewhere in this insurance)
- iii loss of profit, business interruption and any similar economic loss of any kind.

CLAIMS STANDARDS

At Oak, we are proud of our commitment to a first class claims service and will provide every assistance to ensure that your claims are handled as smoothly and efficiently as possible and that you are kept fully informed at every stage of the process.

We will

- when you first make a claim, respond to you within 2 working days and, where appropriate, arrange for the damage to be inspected within 5 working days
- explain what should happen and when including how your policy will operate and any action you may have to take
- tell you how your claim is progressing
- reply to your letters, faxes and e-mails within 3 working days
- where we undertake to arrange repairs or replacements, do so within 7 working days
- in the unlikely event that we refuse all or part of your claim or offer you less than you have claimed, explain why
- once your claim is agreed, settle it within 5 working days.

In the case of legal protection claims or where the law or courts set different requirements, these will be explained to you when you make your claim.

COMPLAINTS

We always aim to provide the highest service standards but, if we do not meet your expectations, please discuss the matter with your insurance intermediary. If you still have cause for complaint, please write to our Managing Director at the address below. He will acknowledge your complaint within 2 working days and respond fully within 10 working days. Please remember to quote your policy number.

Robert P Trott
Managing Director
Oak Underwriting plc
Cromwell Park
Chipping Norton
Oxfordshire OX7 5DF
Telephone: 01608 648100

If, after this action, you feel the matter has still not been resolved, you may refer your complaint to

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800
www.financial-ombudsman.org.uk

The use of these facilities does not affect your right to take legal action.

DATA PROTECTION

Your proposal form or statement of fact, on which this insurance is based, gave your agreement for your personal details and those of any other persons insured being passed to subscribing insurers and anyone acting on their behalf for underwriting, processing, administration and claims handling purposes. You may have the right of access to (and correction of) the information we hold. Should you wish to have such access, please write to

The Compliance Officer, Oak Underwriting plc, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5DF.

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NOTES





OAK UNDERWRITING PLC

Cromwell Park Chipping Norton Oxfordshire OX7 5DF

Tel: 01608 648100 Fax: 01608 648177

Email: admin@oak-underwriting.com www.oak-underwriting.co.uk