



HOME INSURANCE EXTRA

POLICY BOOKLET.

EVERY
DAY
MATTERS.®



WELCOME.

Thank you for choosing us for your home insurance.

Your Legal & General policy is made up of this booklet and your policy schedule, which will be provided when you take out your policy. The policy schedule confirms the sections of cover you have chosen. Put them somewhere safe, so that you can refer to them if you ever need to claim. Please carefully check the details in your statement of fact, this booklet and your policy schedule to make sure your cover meets your needs.



USEFUL PHONE NUMBERS.

GENERAL ENQUIRIES:

Home insurance
0370 900 3110

HELPLINES:

Legal helpline
0370 050 0962 (24 hour)

Domestic emergency helpline
0800 408 9103 (24 hour)

MAKING A CLAIM:

Home insurance
0370 900 5565 (24 hour)

Home emergency cover
(provided you have selected
buildings cover)
0800 072 4680 (24 hour)

Family legal protection (if selected)
0370 050 0962 (24 hour)

Calls may be recorded and monitored. Call charges will vary for 03 numbers.



EASIER TO READ INFORMATION

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



CONTENTS.

GENERAL INFORMATION	4
MAKING A CLAIM	6
INSURANCE CONTRACT	8
POLICY DEFINITIONS	9
GENERAL CONDITIONS APPLYING TO THIS POLICY	12
GENERAL EXCEPTIONS APPLYING TO THIS POLICY	16
SECTION 1 – BUILDINGS, PROPERTY OWNERS’ LIABILITY AND HOME EMERGENCY COVER	19
SECTION 2 – CONTENTS AND OCCUPIERS’ LIABILITY	29
SECTION 3 – PERSONAL POSSESSIONS IN AND AWAY FROM THE HOME	42
SECTION 4 – FAMILY LEGAL PROTECTION	46
CUSTOMER HELPLINES	53
OUR COMPLAINTS PROCEDURE	54

GENERAL INFORMATION.

CHANGING YOUR MIND

If you decide this policy is not right for you, all you need to do is tell us within 14 days of your cover starting or renewing or when you receive your policy documents. We will refund the premium you have paid for the period of unused cover.

 You can read more details about cancelling your policy after 14 days in condition 4 of the 'General conditions applying to this policy'.

CHANGING YOUR CIRCUMSTANCES

The statement of fact, which is enclosed with your policy documents, details the information you supplied, which we use to determine whether to offer you a policy and your premium. If any of this information is incorrect or changes, you must tell us within 14 days of you becoming aware of the change or correction (for example, if you move house or if there is a change in the use or occupancy of the home). Failure to do so could mean we reduce or reject your claim or even make your policy invalid.

 If you are not sure if you need to tell us, you can call us to ask on **0370 900 3110**. We may record and monitor calls. Call charges will vary.

UNOCCUPANCY

We will not pay for loss or damage by certain causes such as malicious acts, theft and escape of water or oil, if the home is not to be lived in and slept in continuously for more than 60 consecutive days. There is no cover from the first day the home is not lived in until such time as it is occupied again by you or persons with your permission, for continuous normal living purposes. By lived in, we mean slept in for at least five consecutive nights every month or two consecutive nights every week.

If you know your home will not be lived in for any period exceeding 60 consecutive days by you or persons with your permission, you must tell us as soon as you can. We appreciate that everyone's living patterns can differ and circumstances unexpectedly change so if there is any doubt please call us immediately.

If the home is left unoccupied for more than 60 days, the chances of a loss arising increase and any damage is likely to be greater than it would be if the property was occupied. So, our assessment of the risk would be different for an unoccupied property.

STORMS AND EXTREME WEATHER

We consider storm to be strong winds of 41 knots/47 mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain alone does not constitute storm unless the downpour is torrential (25mm/1 inch or more of rain over a one hour period, or a proportionate amount over a shorter time). When assessing a claim, we will take into account the condition of your property, because a well-maintained building should withstand all but the most severe weather events. It is important to remember that you are responsible for maintaining your home in a good state of repair.

If you are claiming for storm damage we will ask you to confirm the date of the incident and show us how the conditions at the time damaged your home. We may appoint one of our specialists to inspect your home or ask you to send us a report by your contractor.

EXCESSES AND HOW THEY APPLY TO YOUR POLICY

The excess is the amount you must pay towards each and every claim. The excesses are shown on your policy schedule and/or by endorsement.

There are three types of excess:

- **Policy Excess:** this is applied to all policyholders and is part of the policy terms, in addition to this excess there may be a:
- **Voluntary Excess:** this is an optional amount that you can choose which will reduce your premium but will also reduce the payment of claims under the policy; and/or a
- **Compulsory Excess:** these may be applied by us to your policy to reflect your policy risk.

If we have added any compulsory excess(es), we will tell you before they apply, and they will be shown on your policy schedule and/or by endorsement. A compulsory excess may apply to one or all sections of the policy.

For example, a burglary could result in damage to your buildings and also theft of your contents. If both your buildings and contents were insured under this policy with a standard policy excess of £100 on each section, we would only apply one £100 excess.

If you had chosen a voluntary £150 excess under one or both of these sections, then the voluntary excess would apply in addition: i.e. we would add the two excesses together to make a total excess of £250 (£100 policy and £150 voluntary). If your policy was subject to an endorsement that applied an additional £200 excess in respect of theft, then we would apply a total excess of £450 (£100 policy plus £150 voluntary plus £200 compulsory by endorsement).

We want you to understand how much you will have to pay in the event of a claim, so if you need any help or guidance, please do not hesitate to contact us.

FAIR FOR EVERYONE

At Legal & General we are committed to offering all our customers the best value home insurance we can. The premiums we charge take into account a range of factors including the expected cost of claims in the future. We may therefore charge a higher premium or impose special terms on customers with certain claims experience. We may even decide not to offer renewal for policyholders with a history of multiple claims. By managing the cost of our policies in this way, we make sure our customers pay premiums that are as fair as possible.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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



For further information about the scheme please visit the FSCS at www.fscs.org.uk or call them on **0800 678 1100**.

MAKING A CLAIM.

HOME INSURANCE

0370 900 5565 (24 hour)

HOME EMERGENCY COVER (provided you have selected buildings cover)

0800 072 4680 (24 hour)

FAMILY LEGAL PROTECTION (if selected)

0370 050 0962 (24 hour)

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

STEP 1: REPORT TO THE POLICE (IF APPLICABLE)

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

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

STEP 2: CHECK WHETHER YOU ARE COVERED

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

STEP 3: GATHER YOUR INFORMATION

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

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

We may request more information such as:

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

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

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

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

STEP 4: MAKE A CLAIM



For home insurance claims, call us on **0370 900 5565**.

For home emergency claims, call AXA Assistance (UK) Limited on **0800 072 4680**.

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

For family legal protection claims, call DAS Legal Expenses Insurance Company on **0370 050 0962**.

You will be sent a claim form, which you should complete and return as soon as possible to: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

All lines are open 24 hours a day, 7 days a week. Calls may be recorded and monitored. Call charges will vary for 03 numbers.

STEP 5: WHAT HAPPENS NEXT?

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



For more information on making a claim, please visit www.legalandgeneral.com/makingclaim

THE INSURANCE CONTRACT.

1. This policy booklet, **your** policy schedule, any applicable endorsements and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**. This contract will be governed under the laws of England and Wales, and any reference **we** make to specific statutes will mean the UK statute and equivalent laws in the Channel Islands or Isle of Man.
2. Wherever a word is in bold type, it takes a specific definition from **our** policy definitions or section definitions.
3. This **policy** is for a minimum of 12 months and is annually renewable in accordance with the general conditions applying to this **policy**. **We** will insure **you** under the sections shown on **your** policy schedule against loss, damage or liability occurring during the **period of insurance**, according to the terms and conditions of this **policy**. **We** will provide this insurance once **we** have received and accepted **your** first premium or **your** agreement to pay **your** first premium, and any further premiums due to **us**.
4. If endorsements apply to **your policy**, they will be listed on **your** policy schedule. An endorsement changes **your policy's** terms and conditions. Specific details will either be on **your** policy schedule or will be sent to **you** separately.

POLICY DEFINITIONS.

ACCIDENTAL BREAKAGE

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

ACCIDENTAL DAMAGE

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

BUILDINGS

Your home, and its permanent fixtures and fittings including:

- i) tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- ii) permanently installed:
 - a) swimming pools;
 - b) hot tubs;
- iii) permanently connected:
 - a) drains, pipes and cables;
 - b) service tanks and central heating oil tanks;
 - c) wind turbines, solar panels and ground source heating pumps;

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

BUSINESS EQUIPMENT

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

COMPUTER VIRUS

Any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.

CONTENTS

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

- i) pedal cycles;
- ii) **money**; and
- iii) tenants' fixtures and fittings;

in **your home**

but excluding:

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

CREDIT CARDS

Credit cards, charge cards, cheque cards and cash dispenser cards all held solely for private or domestic purposes.

ELECTRONIC EQUIPMENT

- i) Any computer equipment, system or software.
- ii) Any product, equipment or machinery containing, connected to or operated by means of a data processor chip.

ELECTRONIC FAILURE

Any loss of or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **electronic equipment**, whether belonging to **you** or not, to correctly recognise, accept, respond to or process any data or part of a data or any data or instruction.

EMERGENCY

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

EXCESS

The amount **you** must pay towards each and every incident of loss or damage.

HEAVE

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

HIGH RISK PROPERTY

- i) Articles of jewellery, pearls, gemstones, gold, silver and precious metal.
- ii) Pictures and works of art.
- iii) Any rare or unusual article that is collectable.
- iv) Stamp and coin collections.

v) Computers.

vi) Software, data, files and downloads stored on any computer, entertainment, audio or video equipment.

vii) Clocks and watches.

HOME

The private dwelling, garage and domestic outbuildings (but excluding polytunnels and similar structures) at:

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

INSURED PERSON(S)

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

LANDSLIP

Downward movement of sloping ground.

LEGAL & GENERAL

Legal & General Insurance Limited.

MONEY

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

PAIR OR SET

Articles which complement one another or are used together.

PERIOD OF INSURANCE

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

PERIOD OF UNOCCUPANCY

Any period, starting from the first day, during which the **home** will not be lived in and slept in for more than 60 consecutive days. By lived in, **we** mean slept in for at least five consecutive nights every month, or two consecutive nights every week.

PERSONAL PROPERTY

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

but excluding:

- **Money, credit cards**, securities and documents.
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories.
- Pedal cycles, caravans, trailers, aircraft, hovercraft, boats or their parts or accessories.
- Goods **you** use as part of **your** business or trade.
- Household goods and domestic appliances.

PLANTS

Flowers, plants, shrubs or trees all in pots or containers.

POLICY

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

POLICYHOLDER

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

REPAIRER

Our approved tradesman.

SANITARYWARE

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools or hot tubs.

SETTLEMENT

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

STATEMENT OF FACT

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

SUBSIDENCE

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

US, WE or OUR

- i) For section 1 parts 1 and 2, and sections 2, 3 and 4, **Legal & General**.
- ii) For section 1 part 3, Inter Partner Assistance SA.

YOU or YOUR

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

GENERAL CONDITIONS APPLYING TO THIS POLICY.

1. Paying by instalments

Where **we** refer to payment of premiums, it includes **your** agreement to pay by monthly instalment. If **we** have agreed to accept **your** premium by instalments, the **policy** is still an annual contract. If **we** do not receive **your** instalment on or before its due date, then **you** will have to pay all unpaid instalments and any applicable charge for credit within the timescale set out in the default notice **we** will send **you**, which will not be less than 21 days.

If **we** do not receive payment in accordance with the above, **we** will cancel **your policy**. For further information regarding cancellation, see general condition 4.

2. How to renew your policy

At **our** discretion, **we** may offer to renew this **policy**. If **we** do, **we** will seek to send details to the **policyholder** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending. If **you** have already agreed to pay by Direct Debit, **we** will continue to take these payments from the designated account unless **you** tell **us** otherwise.

You must tell **us**:

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

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

3. Policy fees

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

4. Cancellation

4.1 Our cancellation rights

- i) In accordance with general condition 5, if **you** commit fraud or attempt to commit fraud, **we** will cancel **your policy** without any refund of premium.
- ii) If **we** do not receive the full premium when due, **we** will cancel **your policy** and **your** cover will only be in force for the proportional period for which **we** have received payment.

If **we** do not receive the full premium when due and **you** have made a claim in the current **period of insurance**, **you** must pay the full annual premium and no refund is due.

We have the right to deduct all unpaid instalments and any outstanding premium from any claim that **we** may pay.

- iii) **We** may cancel **your policy** by sending the **policyholder** 14 days' written notice to their most recent address known to **us** if any of the following circumstances occur:
 - In accordance with general condition 1, if **you** are paying by instalments, and fail to pay any instalment when due.
 - **You** fail to carry out any reasonable recommendations **we** make to prevent loss or damage to the insured property.
 - **You** do not make good any damage to the insured property without delay and this increases the possibility of material loss, damage or injury.
 - **You** fail to maintain the **buildings** in sound condition and in good repair. If **you** are unsure as to the condition of **your** property, **you** should consult a suitably qualified expert.
 - **You** fail to give **us** any information and assistance that **we** reasonably require.
 - There is a change in the information contained within the **statement of fact**.
 - Any unreasonable behaviour by **you** including but not limited to abuse, offensive and/or threatening language or action.

If **we** cancel **your policy** in accordance with 4.1 iii), **we** will refund any premium **you** have paid for the period of unused cover from the date that the 14 days' written notice expires.

4.2 The policyholder's cancellation rights

The **policyholder** may cancel this **policy** at any time.

- i) If the **policyholder** has not made a claim in the current **period of insurance**, the **policyholder** may cancel this **policy** at any time, and **we** will refund the premium paid for the period of unused cover.
- ii) If the **policyholder** has made a claim in the current **period of insurance**:
 - The **policyholder** may cancel the **policy** within 14 days of receiving the policy documents or of the start or renewal date of the **policy** (whichever is later), and **we** will refund the premium paid for the period of unused cover.

(continued)

- The **policyholder** may cancel the **policy** after 14 days of receiving the policy documents or of the start or renewal date of the **policy** (whichever is later), but no refund of premium will be due.

5. Fraud

You must not commit fraud.

Fraud by deliberately not telling us the truth

A person is committing fraud if they:

- knowingly make an untrue or misleading statement about their circumstances or their claim; and
- intend to make a gain or cause a loss to someone else, for example their insurer.

Fraud by failing to provide information

A person is committing fraud if they:

- fail to give **us** information **we** ask for; and
- intend to make a gain or cause a loss to someone else, for example their insurer.

If fraud is established **we** will:

- i) Not pay any claim under this **policy**.
- ii) Cancel **your** cover without any return premium.
- iii) Be entitled to recover from **you** the amount of any claim **we** have paid.
- iv) Be entitled to recover any investigation and legal costs from **you**.
- v) Inform the police, other financial services organisations and anti-fraud databases such as CIFAS, CUE and Hunter.

6. Compliance with terms

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

7. Other insurance

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

GENERAL CONDITIONS APPLYING TO SECTIONS 1-3 OF THIS POLICY

8. Your duty to prevent loss or damage

You must keep **your buildings** in sound condition and in good repair, and **you** should consult a suitably qualified expert if **you** are unsure whether or not **you** are complying with this condition. **You** must take all reasonable steps to safeguard **your buildings, contents** or property against loss or damage and to prevent accidents. If loss or damage does occur, **you** must take all reasonable steps to prevent further loss or damage.

9. Changes in risk

At the commencement of **your** insurance, **we** provided **you** with a **statement of fact**. If any of this information changes at any time, **you** must tell **us** within 14 days.

10. Your obligations following a claim

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

- i) Inform the police as soon as possible and obtain a crime reference number or loss report number as appropriate if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts, vandalism or loss of property or **money**.
- ii) Tell **us** as soon as reasonably possible and give **us** full details. In the event of loss or damage by riot, **you** must tell **us** within seven days of the riot.
- iii) Give **us** written notice as soon as possible, but no later than seven days, after **you** know about any pending prosecution, inquest or fatal inquiry in connection with anything that occurs for which there may be liability under this **policy**.
- iv) Send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable costs.
- v) As soon as reasonably possible after the injury, loss or damage, provide **us** with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that **we** may reasonably require.
- vi) Not dispose of any damaged **contents** or parts of **buildings** without **our** permission.
- vii) Give **us** any information and assistance that **we** might reasonably require.

11. Our rights following a claim

- i) **We** will at **our** option repair or replace the property claimed for using a repair or replacement supplier nominated by **us**. Where **you** prefer to use **your** own tradesman, **we** will need to agree this with **you** beforehand and the amount **we** pay **you** will not exceed what **we** would have paid **our** supplier.

Where **our** supplier can repair or replace, but **you** prefer and **we** agree to a cash settlement, the amount **we** pay **you** will not exceed the discounted amount **we** would have paid **our** supplier. **We** will not apply **our** supplier discount where they are unable to repair or replace the property.

- ii) In an emergency, **we** may enter the building where the loss or damage has occurred. To safeguard the insured property against further loss or damage, **we** may take and keep possession of the insured property and deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- iii) **We** may exercise sole control at **our** cost over dealing with any third party claim and its associated legal proceedings relevant to it. **We** will keep **you** informed of all developments.
- iv) **We** may pursue in **your** name, but for **our** benefit and at **our** cost, any claims for damages or other costs.

GENERAL EXCEPTIONS APPLYING TO THIS POLICY.

We will not pay for:

1. Radioactive contamination

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

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

2. Pollution and contamination

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

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

3. Gradually operating cause

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time.

4. War risks

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

5. Confiscation

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

GENERAL EXCEPTIONS APPLYING TO SECTIONS 1-3 OF THIS POLICY

6. Existing damage

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

7. Sonic bangs

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

8. Deliberate acts

Any loss, damage or liability caused by **your** own deliberate act or the deliberate act of any person residing at **your home**.

9. Matching of items

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

10. Loss of value and depreciation

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

11. Indirect loss or damage

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

12. Terrorism

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

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

Any loss, damage or liability arising from:

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

14. Loss by deception

Loss by deception unless it is only entry into **your home** that is gained by deception.

15. Defects and faults

Any loss or damage arising from defective design, defective materials, or faulty workmanship.



VERY IMPORTANT NOTICE.

Your home insurance **policy** covers the costs of unexpected loss or damage. It does not cover:

- wear and tear
- maintenance costs e.g. loose roof tiles
- damage that happens over time e.g. damp, rot and damage from vermin.

It is a condition of **your policy** that **you** keep **your** property in good repair and take reasonable steps to avoid loss or damage.

SECTION 1.

BUILDINGS, PROPERTY OWNERS' LIABILITY AND HOME EMERGENCY COVER.

Please note that this section only applies if it is shown on **your** policy schedule.



See also the policy definitions on page 9-11 and the general conditions and exceptions on pages 12-18.

PART 1 – BUILDINGS.



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



We will not pay for:

1. Fire, smoke, explosion, lightning or earthquake.

- The **excess** shown on **your** policy schedule under paragraphs 1 to 15 and A to F of this section.

2. Riot, civil commotion, strikes or labour disturbances.

- Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is **accidental damage** and **you** have cover under paragraph 15 this would be insured subject to the exceptions and **excess** applicable to that paragraph.)

3. Malicious acts or vandalism.

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.



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

4. Storm or flood.



We will not pay for:

- Loss or damage caused by frost.
- Loss or damage to fences, gates and hedges.
- Loss or damage to cantilever car-ports, canopies and awnings.
- Loss or damage to any felt roof where the felt is more than 10 years old.
- Loss or damage caused by underground water.
- Loss or damage caused by subsidence, heave or landslip. (**Subsidence** or **heave** of the site on which the **buildings** stand or **landslip** caused by storm or flood would be insured under paragraph 5 and subject to the exceptions and **excess** applicable to that paragraph.)

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

- Loss or damage:
 - i) To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.
 - ii) Caused by the compaction of infill.
 - iii) Occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
 - iv) Caused by **settlement**.
 - v) Caused by river or coastal erosion.
 - vi) Arising from defective design, defective materials, or faulty workmanship.
 - vii) Arising from movement of solid floors, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.

6. Theft or attempted theft.

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.



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

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

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

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

10. Falling trees and branches.

11. Falling television and radio receiving aerials, aerial fittings or masts.



We will not pay for:

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in **your home**. (If it is **accidental damage** and **you** have cover under paragraph 15, this would be insured subject to the exceptions and **excess** applicable to that paragraph.)
- Loss or damage caused by the failure or lack of grout and/or sealant in **your home**.
- Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.
- Loss or damage caused by subsidence, heave or landslip. (**Subsidence** or **heave** of the site on which the **buildings** stand or **landslip** caused by escape of water would be insured under paragraph 5 and subject to the exceptions and **excess** applicable to that paragraph.)
- Loss or damage that happens gradually over a period of time.

• Loss or damage occurring during a **period of unoccupancy**.

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



This section also provides insurance for the **buildings** against:

12. **Accidental damage** to underground pipes or cables serving the **buildings**.



We will not pay for:

- Damage for which **you** are not legally responsible.
- Damage to any part of the pipe or cable above ground level.



This section also provides insurance for the **buildings** against:



We will not pay for:

13. **Accidental breakage** of:

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

- Breakage occurring during a **period of unoccupancy**.

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

- Loss or damage occurring during a **period of unoccupancy**.



Paragraph 15 only applies if **your** policy schedule shows that extended **accidental damage to buildings** is included.



The **buildings** are insured against:



We will not pay for:

15. **Accidental damage**.

- **Electronic failure**.
- The costs of maintenance and routine decoration, damage caused by any process of cleaning or restoring, or electrical or mechanical breakdown.
- Damage caused by settlement, shrinkage or expansion of the **buildings** or the site.
- Damage caused by vermin, insects or fungus.
- Damage caused by scratching or denting.
- Damage caused by wear and tear, depreciation, rot, the effect of light, atmospheric or climatic conditions or other damage that happens gradually over a period of time.
- Damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Damage caused by water entering the **buildings**. (Water damage caused by an event under paragraphs 1 to 14 is insured subject to the exceptions and **excess** applicable to that paragraph.)
- Damage caused by faulty workmanship, defective design, or the use of defective materials.
- Damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- Damage caused by **your** lodgers, paying guests or tenants.

(continues)



The **buildings** are insured against:

15. **Accidental damage.** (continued)



We will not pay for:

- Damage from any cause described in paragraphs 1 to 14 of this section. (Such damage would be insured under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph.)



We also provide cover for:

- A. Loss of rent and alternative accommodation.
- During the period **your home** is made uninhabitable by any cause covered under this section **we** will pay for:
- Loss of rent that is no longer payable to **you**.
 - Any ground rent which continues to be payable by **you**.
 - The cost of comparable alternative accommodation if **you** are the occupier.



We will not pay for:

- B. The period between exchange of contracts and completion.
- You** will be entitled to the benefit of the cover provided by paragraphs 1 to 14 of section 1 of this **policy** between exchange of contracts and completion of the purchase provided that:
 - The **period of insurance** commences on or before completion of the purchase of the **buildings**.
 - We** received and accepted **your** application for insurance cover on the **buildings** prior to the date of the loss or damage.
 - If **you** contract to sell the **buildings**, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this **policy** between exchange of contracts and completion of the sale provided that:
 - the purchaser completes the purchase; and
 - the **buildings** are not otherwise insured.
- Loss or damage:
 - That would be insured under any other policy in the absence of this cover.
 - That the seller is responsible for making good.
 - Occurring while the **buildings** are in the course of construction or undergoing demolition, structural alterations or structural repairs.
 - Occurring while the property is not fit for normal living purposes.
 - Occurring more than 90 days prior to completion of the purchase of the **buildings**.



We also provide cover for:



We will not pay for:

C. Additional costs.

If the following costs are incurred with **our** consent in making good the insured loss or damage, **we** will pay for:

- i) Architects', surveyors', consulting engineers' and legal fees.
- ii) The cost of clearing the site and making safe the damaged parts of the **buildings**.
- iii) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law.
- iv) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.

- Fees incurred in the preparation of a claim.
- The cost of stabilising the site.
- The cost of removing trees other than as is necessary to enable repairs to be carried out.
- Costs arising from a notice served prior to the date of the loss or damage.

D. Tracing and accessing leaks inside the **home**.

The insurance provided by paragraphs 7 and 9 of this section also covers the costs involved in tracing the source of the escape of water or leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them), inside the **home** where this occurs in the course of these investigations. Cover is subject to the exclusions and **excess** that apply to paragraphs 7 and 9.

E. Emergency access.

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

F. Loss or theft of keys.

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

- Loss or damage that is otherwise insured.

INFLATION PROTECTION UNDER PART 1

The sum insured is linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. If this index is no longer published, **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal, the premium will be based on the adjusted sum insured. Should the index fall below zero, **we** will not reduce the sum insured.

During the period of repairs resulting from loss or damage, the sum insured will continue to be index-linked, provided **you** ensure that the work is carried out without delay.

CLAIMS SETTLEMENT UNDER PART 1

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

Also see general condition 11. **Our** rights following a claim.

2. **We** will either make a deduction for wear and tear from the cost to **us** of any necessary replacement or repair work or, at **our** option, pay the reduction in market value resulting from the damage, where:

- i) replacement or repair is not carried out; or
- ii) immediately prior to the incident giving rise to the damage, the **buildings** are not in good repair.

3. The maximum amount **we** will pay in respect of any one claim is:

i) Buildings (including additional costs) (see paragraph C).	The sum recorded on your policy schedule.
ii) Loss of rent and alternative accommodation (see paragraph A).	The sum recorded against the loss of rent and alternative accommodation limit on your policy schedule.
iii) For tracing and accessing leaks (see paragraph D).	£5,000
iv) For emergency access (see paragraph E).	£1,000
v) For loss or theft of keys (see paragraph F).	£750

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

PART 2 – PROPERTY OWNERS' LIABILITY TO THIRD PARTIES.



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

- death or bodily injury (including disease and illness);
 - loss of or damage to material property;
- caused by an accident occurring during the **period of insurance** and incurred by **you**:
- i) as owner of the **buildings**;
 - ii) in respect of any buildings previously owned and occupied by **you** for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any building owned by **you** simply because **you** sold that building after the work was done.

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



We will not pay for liability arising from:

- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- **Your** business or profession, except for the letting of the **buildings** or any part thereof for private residential purposes.
- Accidents for which **you** may be responsible as occupier of the **buildings**.
- The use or possession of lifts or mechanically propelled vehicles.
- A contractual obligation.

CLAIMS SETTLEMENT UNDER PART 2

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

- £2,000,000; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

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



VERY IMPORTANT NOTICE.

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

PART 3 – HOME EMERGENCY COVER.

Cover under this part is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.



See also the policy definitions on pages 9-11.



We will pay for:

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

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

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



We will not pay for:

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

CLAIMS SETTLEMENT UNDER PART 3

The maximum amount **we** will pay for call out labour and parts or materials arranged by **us** and arising from any one incident is £500 (including VAT).

GENERAL EXCEPTIONS APPLYING TO PART 3

We will not pay for:

1. Circumstances already known to **you** when **you** applied for insurance or before the **period of insurance** begins.
2. Damage to **contents** of **your home**.
3. An insured event where the cost can be recovered from elsewhere, for example under another insurance policy or maintenance agreement.
4. Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
5. Any deliberate act of any **insured person**.
6. **Electronic failure**.

GENERAL CONDITIONS APPLYING TO PART 3

If work carried out exceeds £500 (including VAT) **you** will be expected to pay the **repairer** promptly.

**HOW TO GET HELP.**

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



0800 072 4680 (with **your** policy number)

Calls may be recorded and monitored.

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

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



0800 111 999

SECTION 2.

CONTENTS AND OCCUPIERS' LIABILITY.

Please note that this section only applies if it is shown on **your** policy schedule.

i

See also the policy definitions on page 9-11 and the general conditions and exceptions on pages 12-18.

PART 1 – CONTENTS.



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

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



We will not pay for:

- **The excess shown on your policy schedule** under paragraphs 1 to 14 and A to P of this section.
- Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is **accidental damage** and **you** have cover under paragraph 14 this would be insured subject to the exceptions and **excess** applicable to that paragraph.)
- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.
- **Computer virus**.



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



We will not pay for:

4. Storm or flood.

- Loss or damage caused by underground water.

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

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

6. Theft or attempted theft.

- **Money** and pedal cycles, unless force and violence is used to gain entry to **your home**.
- Any loss or damage if **your home** or any part of it is let or lent, unless force and violence is used to gain entry to **your home**.
- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you**, **your** domestic employees, lodgers, paying guests or tenants.

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

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in **your home**. (If it is **accidental damage** and **you** have cover under paragraph 14, this would be insured subject to the exceptions and **excess** applicable to that paragraph.)
- Loss or damage caused by the failure or lack of grout and/or sealant in **your home**.
- Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.

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

- Loss or damage caused by domestic pets.



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

9. Leakage of oil from any fixed oil fired heating installation.
10. Falling trees and branches.
11. Falling television and radio receiving aerials, aerial fittings or masts.



We will not pay for:

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage to trees and branches.
- The cost of removing fallen trees or branches.



This section also provides insurance for the following **contents** items against:

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



We will not pay for:

- Damage to items designed and intended to be portable (such as laptops and mobile phones), or to hand held computer equipment and games.
- **Electronic failure**.
- **Computer virus**.
- Wear and tear.
- Electrical or mechanical breakdown.
- Damage caused in the process of cleaning, maintenance, repair or dismantling.
- Damage to records, cassettes, discs or other data storage devices.



Paragraph 14 only applies if **your** policy schedule shows that extended **accidental damage to contents** is included.



The **contents** are insured against:

14. **Accidental damage**.



We will not pay for:

- **Electronic failure**.
- **Computer virus**.
- Damage to clothing (including furs), **money**, food and drink.
- Damage caused by chewing, scratching, tearing or fouling by domestic pets.

(continues)



The **contents** are insured against:

14. **Accidental damage.** (continued)



We will not pay for:

- Damage caused by vermin, insects or fungus.
- Damage caused by scratching or denting.
- Damage caused by wear and tear, depreciation, rot, the effect of light, atmospheric or climatic conditions or other damage that happens gradually over a period of time.
- Damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown.
- The cost of remaking any film, tape or disc or the value of any information contained on it.
- Damage caused during household removal.
- Damage caused by water entering **your home**. (Water damage caused by an event under paragraphs 1 to 11 is insured subject to the exceptions and **excess** applicable to that paragraph.)
- Damage occurring while **your home** is undergoing demolition, structural alterations or structural repairs.
- Damage caused by **your** lodgers, paying guests or tenants.
- Damage from any cause described in paragraphs 1 to 11 of this section. (Such damage would be insured under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph.)



We also provide cover for:

A. Alternative accommodation.

During the period **your home** is made uninhabitable following loss or damage to the **contents** by any cause covered under this section, **we** will pay for the cost of comparable alternative accommodation.

B. Loss or damage to **contents** during household removal by professional removal contractors.

The **contents** are insured against accidental loss or damage while in transit between **your home** and **your** new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. **We** will also cover temporary storage by professional removal contractors for up to three days.



We will not pay for:

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



We also provide cover for:



We will not pay for:

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

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

- i) Loss, damage or breakage to **your home** and to landlord's fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of part 1 of section 1 of this **policy**, subject to the exceptions and **excess** applicable to that paragraph.
- ii) Damage to internal decorations caused by fire or smoke.

D1. **Contents** temporarily removed from **your home** for up to 90 consecutive days. Provided that it is **your** intention to return the item(s) to **your home**, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents**:

- i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are living (other than while attending full time education) or employed.
- ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

- Loss or damage to pedal cycles.
 - Loss or damage to any item that has never been in **your home**.
 - Loss or damage to any item that has been away from **your home** for more than 90 consecutive days at the time of the event that caused the loss or damage.
 - Loss or damage that would be insured under any other policy in the absence of this cover.
- i) Theft of **money** unless force and violence is used to gain entry.
 - ii) Loss or damage:
 - a) Due to storm or flood.
 - b) Due to theft or attempted theft unless the **contents** are:
 - in a building or caravan and force and violence is used to gain entry; or
 - in transit to or from a bank or safe deposit.
 - c) Caused by theft of **money** unless the theft is from a building or caravan where force and violence is used to gain entry.
 - d) Occurring within the boundaries of the land belonging to **your home**.



We also provide cover for:



We will not pay for:

D2. **Contents** temporarily removed from **your home** while attending full time education.
 Provided that it is **your** intention to return the item(s) to **your home**, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents** in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are living while attending full time education.

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

E. **Contents** in the garden.

The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to **contents** outside the **home** but within the boundaries of the land belonging to **your home**.

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by storm or flood.
- Loss or damage to pedal cycles.
- Theft of **money**.
- Theft or attempted theft from any unattended vehicle.
- Loss or damage to **high risk property**.

F. Loss or theft of keys.

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

G. Personal assault.

We will pay **you** or **your** personal representatives £5,000 if **you** die within 60 days as a direct result of injuries received:

- i) In **your home** caused by thieves.
- ii) Due to robbery or hold up (whether attempted or otherwise) elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will also pay up to a maximum of £100 for theft of **money** from **you** due to robbery or hold up occurring away from **your home**.

- Theft of **money** held or used for business purposes.

H. Freezer contents.

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

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

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

**We also provide cover for:****I. Credit cards.**

We will pay for loss from fraudulent use of **your credit cards** by unauthorised persons.

J. Oil and metered water.

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

K. Jury service.

We will pay for expenses or loss of earnings as a result of **you** being called for jury service.

L. Special events.

For one month before and one month after a special event or religious festival where the value of **contents** owned by **you** is increased due to purchases related to the special event or religious festival, the **contents** sum insured recorded on **your** policy schedule is increased by 10%.

M. New purchases.

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, **pair or set of high risk property** that **you** have not previously told **us** about, up to a maximum of £2,500 occurring within 30 days of purchase.

N. Reinstatement of documents.

We will pay the cost of preparing new title deeds to **your home**, bonds or securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of part 1 of section 2 of this **policy** while in **your home** or while kept in **your** bank, building society or solicitor's office.

O. Plants in the garden.

The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of **plants** outside the **home** but within the boundaries of the land belonging to **your home**.

**We will not pay for:**

- Loss unless **you** have complied with all **your credit cards'** terms and conditions.

- Loss occurring during a **period of unoccupancy**.

- The first seven days of any period of jury service.
- Expenses or earnings that can be recovered from any other source.

- Loss or damage to articles for which **you** do not have proof of the date of purchase.

- Negotiable bonds or securities.

**We also provide cover for:****P. Visitors' personal effects.**

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to your visitors' clothing and personal belongings whilst in **your home**.

**We will not pay for:**

- Loss or damage that would be insured under any other policy in the absence of this cover.
- **Money, credit cards**, securities and documents.
- Vehicles, pedal cycles, other means of transport, caravans, trailers, aircraft, hovercraft, boats or their parts or accessories.
- Property held or used for business or trade.

INFLATION PROTECTION UNDER PART 1

The sum insured is linked to the general Retail Price Index published by the UK Government's National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal, the premium will be based on the adjusted sum insured. Should the index fall below zero, **we** will not reduce the sum insured.

CLAIMS SETTLEMENT UNDER PART 1

1. We will at our option:

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

Also see general condition 11. Our rights following a claim.

2. We will make a deduction for wear and tear from the cost to us of replacement or repair if clothing more than two years old is stolen or damaged.

3. The maximum amount we will pay in respect of any one claim is:

i) Contents.	The sum recorded on your policy schedule.
ii) High risk property.	<ul style="list-style-type: none"> a) In total, the sum recorded against the high risk property total limit on your policy schedule. b) For a single article, pair or set, the sum recorded against the high risk property single article limit on your policy schedule.
iii) Business equipment.	<ul style="list-style-type: none"> a) In total, the sum recorded against the business equipment total limit on your policy schedule. b) For a single article, pair or set, the sum recorded against the business equipment single article limit on your policy schedule.
iv) Pedal cycles.	£500 for any one cycle.
v) Money.	£500

CLAIMS SETTLEMENT UNDER PART 1 (continued)

<p>vi) Alternative accommodation (see paragraph A).</p>	<p>The sum recorded against the alternative accommodation limit on your policy schedule.</p> <p>Rent and other costs and expenses which you would have paid but for the damage will be deducted from any payment made.</p>
<p>vii) Your liability as a tenant (see paragraph C).</p>	<p>£5,000 or 10% of the sum insured recorded against contents on your policy schedule, whichever is higher.</p>
<p>viii) Contents temporarily removed from your home:</p> <ol style="list-style-type: none"> 1. For up to 90 consecutive days (see paragraph D1). 2. While attending full time education (see paragraph D2). 	<ol style="list-style-type: none"> 1. a) £7,000 or 15% of the sum insured recorded against contents on your policy schedule, whichever is higher. b) £1,000 for a single article, pair or set. 2. a) £5,000 in total. b) £1,000 for a single article, pair or set.
<p>ix) Contents in the garden (see paragraph E).</p>	<p>The sum recorded against the contents in the garden limit on your policy schedule.</p>
<p>x) For loss or damage caused by theft or attempted theft of contents in any garage and domestic outbuilding.</p>	<p>The sum recorded against the contents in garages and domestic outbuildings limit on your policy schedule.</p>
<p>xi) Loss or theft of keys (see paragraph F).</p>	<p>£750</p>
<p>xii) Personal assault (see paragraph G).</p>	<ol style="list-style-type: none"> a) £5,000 for death; and b) £100 for theft of money.
<p>xiii) Freezer contents (see paragraph H).</p>	<p>The sum recorded against the freezer contents limit on your policy schedule.</p>

CLAIMS SETTLEMENT UNDER PART 1 (continued)

xiv) Credit cards (see paragraph I).	£5,000
xv) Oil or metered water (see paragraph J).	£2,000
xvi) Jury service (see paragraph K).	£50 per day up to a maximum of £2,000.
xvii) Special events (see paragraph L).	10% of the sum insured recorded against contents on your policy schedule.
xviii) New purchases (see paragraph M).	£2,500
xix) Reinstatement of documents (see paragraph N).	£2,500
xx) External satellite broadcast receiving equipment.	5% of the sum insured recorded against contents on your policy schedule.
xxi) Plants in the garden (see paragraph O).	£1,000
xxii) Visitors' personal effects (see paragraph P).	£300

We will not reduce the sum insured following a payment of a claim, provided that all damage is made good without delay and any reasonable recommendations **we** make to prevent further loss or damage are carried out without delay.

PART 2 – OCCUPIERS' LIABILITY TO THIRD PARTIES.



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

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



We will not pay for liability arising from:

- The transmission of any contagious disease by **you.**
- Death of or bodily injury (including disease and illness) to **you.**
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if more specifically insured by any other policy (or would be insured if this **policy** did not exist) except for any amount over the limit they will pay (and for which payment has been agreed) under that other insurance.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by **you** or on **your** behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- Death of or bodily injury to any employee arising out of:
 - i) being carried in or upon a vehicle; or
 - ii) entering, getting on to or leaving a vehicle
 in circumstances where any road traffic legislation requires insurance or security.
- **Your** business or profession.
- The ownership of any land or building including the **home.**
- A contractual obligation.



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



We will not pay for liability arising from:

(continued)

- The ownership, use or possession of:
 - i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to **your home**, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).
 - ii) Aircraft, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).
 - iii) Any caravan or trailer while being towed.
- The use of firearms other than sporting guns used for sporting purposes.
- The use of horses for racing, steeplechasing or hunting.
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of **electronic equipment** belonging to **you** or under **your** charge or control.

CLAIMS SETTLEMENT UNDER PART 2

Occupiers' and private individuals' liability to third parties

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

- £2,000,000; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

Employers' liability

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

- The maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants' costs and expenses and all other costs and expenses incurred with **our** written consent.

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

SECTION 3.

PERSONAL POSSESSIONS IN AND AWAY FROM THE HOME.

Please note that this section only applies if it is shown on **your** policy schedule.

i

See also the policy definitions on page 9-11 and the general conditions and exceptions on pages 12-18.



If the item is shown on **your** policy schedule we will pay for:



We will not pay for:

Item 1 – loss of or damage to **your personal property**.

Item 2 – loss of **your money**.

Item 3 – loss of or damage to **your** pedal cycles and accessories on them (including electrically assisted pedal cycles that are not required to be licensed if used on a public road).

Item 4 – loss of or damage to articles specified on **your** policy schedule.

- The **excess** shown on **your** policy schedule under this section.
- Loss or damage listed under general exceptions applying to section 3.
- Loss or damage to property specifically insured under item 4 of this section.
- Loss due to error, omission or depreciation in value.
- Loss or damage if the pedal cycle is being used for racing.



We also provide cover for:

New purchases

The insurance provided by item 4 of this section also covers loss or damage to any single article, **pair or set of high risk property** that **you** have not previously told **us** about, up to a maximum of £2,500 occurring within 30 days of purchase.



We will not pay for:

- Loss or damage to articles for which **you** do not have proof of the date of purchase.

GENERAL EXCEPTIONS APPLYING TO SECTION 3.

We will not pay for:

1. **Electronic failure.**
2. **Computer virus.**
3. Loss or damage caused by:
 - i) Chewing, scratching, tearing or fouling by **your** domestic pets.
 - ii) Vermin, insects or fungus.
 - iii) Scratching or denting.
 - iv) Wear and tear, depreciation, rot, the effect of light, atmospheric or climatic conditions or other damage that happens gradually over a period of time.
4. Loss or damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown.
5. Loss of or damage to:
 - i) **Personal property, money** or pedal cycles held or used for business purposes.
 - ii) Sports equipment while in course of play.
 - iii) Remote controlled models while in operation.
 - iv) Musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.
6. Loss or damage caused by theft or attempted theft from any unattended vehicle unless:
 - i) All windows and sunroofs are securely closed and all doors and the boot are locked.
 - ii) The property is completely concealed within the vehicle in a glove compartment, locked luggage compartment or locked boot.
7. Theft or attempted theft of an unattended pedal cycle unless at the time of loss or damage it was:
 - i) in a locked building; or
 - ii) attached by a security device to a permanently fixed structure; or
 - iii) immobilised by a security device.
8. Theft of pedal cycle accessories unless:
 - i) the pedal cycle is stolen at the same time; and
 - ii) the theft of the pedal cycle is covered under this section.
9. Loss arising from the cost of remaking any film or tape or the value of any information contained on it.
10. Loss or damage occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands if **you** have spent more than 60 days in total away from this country during the current **period of insurance**.
11. Breakage of articles of a brittle nature unless specified under item 4 of section 3.
12. Loss of or damage to **business equipment** unless specified under item 4 of section 3.
13. Theft or malicious damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

INFLATION PROTECTION

The sums insured under items 1, 3 and 4 of section 3 are linked to the general Retail Price Index published by the UK Government's National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal, the premium will be based on the adjusted sums insured. Should the index fall below zero, **we** will not reduce the sum insured.



VERY IMPORTANT NOTICE.

The value of some of **your** personal possessions, particularly jewellery and other valuables, is likely to fluctuate considerably. Individual articles, **pairs or sets** valued at or over £1,500 should be specified separately as the maximum **we** will pay under Item 1 – **personal property** is £1,500. **We** strongly recommend that **you** review the value of these items regularly and seek professional advice if necessary. If the value of any of these items changes, please let **us** know.

In the event of a claim, **you** will need to provide a professional valuation, receipt or proof of purchase predating the loss as proof of value and ownership. **We** may not meet **your** claim, or the amount of the claim may be reduced if **you** do not provide such proof.

CLAIMS SETTLEMENT UNDER SECTION 3

1. **We** will at **our** option:

- i) replace as new;
- ii) pay the cost to **us** of replacing as new;
- iii) repair; or
- iv) pay the cost to **us** to repair;

any article insured under items 1, 3 or 4 of this section without deduction for wear and tear. For clothing more than two years old insured under item 1, a deduction will be made for wear and tear.

Also see general condition 11. **Our** rights following a claim.

2. For loss of **money**, **we** will pay the amount of the loss.3. The maximum amount **we** will pay in respect of any one claim is:

i) Item 1 – your personal property .	The sum insured recorded on your policy schedule (subject to inflation protection). The maximum amount we will pay for any one article, pair or set is £1,500.
ii) Item 2 – your money .	The sum insured recorded on your policy schedule.
iii) Item 3 – your pedal cycles.	The sum insured recorded on your policy schedule (subject to inflation protection). The maximum amount we will pay for any one pedal cycle (including its accessories) is the sum recorded on your policy schedule.
iv) Item 4 – articles specified on your policy schedule.	The sum insured recorded against the article on your policy schedule (subject to inflation protection).
v) Items 1, 2, 3 and 4.	£2,000 in total in respect of loss from any unattended vehicle.
vi) New purchases.	£2,500

SECTION 4.

FAMILY LEGAL PROTECTION.

Please note that this section only applies if it is shown on **your** policy schedule.

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



See also the policy definitions on page 9-11 and the general conditions and exceptions on pages 12-18.

DEFINITIONS.

ADMINISTRATOR

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

CONDITIONAL FEE AGREEMENT

A valid agreement made between **you** and **your professional adviser** with **our** prior written consent. It needs to include agreement that **your professional adviser's costs**, or any part of them, are payable by **you** only if **your** claim succeeds.

COSTS

i) all reasonable and necessary costs charged by the **professional adviser** on a standard basis or in accordance with the Predictable Costs scheme if this is appropriate; and

ii) all reasonable and necessary fees and expenses **you** are ordered to pay or have agreed to pay with the **administrator's** prior written agreement;

where these fees and expenses cannot be recovered elsewhere and have been agreed in writing by the **administrator**.

GEOGRAPHICAL LIMITS

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

INSURED EVENT

An incident or event which results in a **legal action** or enquiry for which **we** provide cover under A, B or C on the following pages. 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 event.

LEGAL ACTION

The pursuit or defence of a civil or criminal action relating to an **insured event**, unless excluded elsewhere in this section. The legal action must take place in a court within the **geographical limits**.

PROFESSIONAL ADVISER

The firm of solicitors or a suitably qualified tax adviser appointed to act for **you**.

PROSPECTS OF SUCCESS

In the **administrator's** reasonable opinion it is more likely than not that **you** will recover damages (or other legal remedy) or make a successful defence.

The **administrator** will carefully consider all the information **you** have provided as part of the claim which will be used to assess **your** prospects of success and decide the most appropriate course of action.

**We will pay your costs:**

- A. To pursue a **legal action** directly arising from:
- i) **Your** death or personal injury.
 - ii) **You** buying or hiring goods or services for **your** own private use.
 - iii) An event which causes or could cause physical damage to **your home** or any nuisance or trespass which affects or will affect **your** owning or living in **your home**.
 - iv) **Your** contract of employment.

- B. To defend a **legal action** directly arising from:
- i) The private sale by **you** of **your** goods.
 - ii) A motoring prosecution.

- C. In connection with a formal enquiry by HM Revenue & Customs into **your** private tax affairs.

**We will not pay if:**

- A. The **costs** are excluded under general exceptions to section 4.
- i) The **legal action** has arisen as a result of an accident involving a motor vehicle **you** were driving.
 - ii) Less than £250 is in dispute or the agreement for buying or hiring the goods or services was not made during the **period of insurance**.
 - iii) The **insured event** happens within 180 days of this insurance starting.
 - iv) The **insured event** happens within 90 days of this insurance starting.

- B. The **costs** are excluded under general exceptions to section 4.
- i) Less than £250 is in dispute or the agreement for selling the goods or services was not made during the **period of insurance**.
 - ii) **You** were driving a motor vehicle without a valid licence and/or insurance.

- C. The **costs** are excluded under general exceptions to section 4.

GENERAL EXCEPTIONS APPLYING TO SECTION 4.

We will not pay for:

1. The **excess** shown on **your** policy schedule.
2. **Costs** associated with an appeal unless:
 - i) It relates to an **insured event** that **we** covered under this section.
 - ii) **You** tell the **administrator** in writing that **you** want to appeal at least six working days before **you** are required to give any notice of appeal.
 - iii) The **administrator** considers that the appeal has **prospects of success**.
3. **Costs**:
 - i) That **you** pay or agree to pay before the **administrator** has written to accept **your** claim and **your professional adviser** has agreed in writing that they will help **you** comply with this section.
 - ii) That are more than the **administrator** has agreed.
 - iii) Where **you** have entered into a **conditional fee agreement** or any other form of alternative funding.
 - iv) Awarded by an Employment Tribunal or Employment Appeals Tribunal (or equivalent) that **you** are ordered or agree to pay.
 - v) Of any disciplinary, investigatory or grievance procedure that is related to **your** contract of employment or **costs** associated with a compromise agreement.
 - vi) From **you** or **your professional adviser's** unreasonable conduct or default.
4. Any compensation, penalty or taxes.
5. Claims directly or indirectly caused by, arising from or contributed to by:
 - i) Any matter connected with **your** business, profession or trade or a venture for gain, unless the **insured event** falls within A.i), A.iv) or B.ii) of 'We will pay **your costs**'.
 - ii) **Your** dishonest or malicious (or alleged dishonest or malicious) act.
 - iii) Town and county or equivalent planning laws and regulations.
 - iv) Anything to do with building, rebuilding, converting or extending all or part of **your home**.
 - v) Subsidence, heave, landslip, mining or quarrying.
 - vi) Patents, copyrights, trade marks, merchandise marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements.
 - vii) Anything said or written about **you**.
 - viii) Divorce, dissolution of registered civil partnership, matters relating to marriage, living with a partner, residence and contact, maintenance and affiliation.
- vii) Where **you** do not comply with **your** duties and obligations under this section.

- ix) Work by, or under the order of, any government, public or local authority.
 - x) Disputes between landlord and tenant or licensor and licensee.
 - xi) Disputes in connection with a tax or levy relating to **your** owning or living in **your home**.
 - xii) Stress, emotional or psychological injury.
 - xiii) Any dispute in connection with medical treatment, advice, assistance or care, whether it is given by a medical professional or recognised body or not.
 - xiv) **You** driving a motor vehicle without a valid licence and/or insurance.
 - xv) War, terrorism, piracy, invasion or civil unrest.
 - xvi) Any software, stored program, computer, device or system failing (or partly failing) because of a date based event.
6. Application for judicial review.
7. Attendance or representation at an inquest.
8. Travelling expenses, subsistence or loss of earnings for absence from work, except those of an expert witness whose appointment and **costs** the **administrator** has agreed in advance.
9. Any claim made under C of '**We** will pay **your costs**':
- i) Where **you** have made a false or deliberately misleading statement to HM Revenue & Customs in or about **your** accounts, returns or other submissions.
 - ii) For an investigation or enquiry by the Special Compliance Office (or equivalent) or after transfer of an enquiry to them.
 - iii) Where **you** have failed to keep or file accurate, truthful and up to date records.
 - iv) Where **you** have failed to comply with statutory time limits or requirements.
 - v) Which arises from an enquiry into **your** returns of business income or profits.
 - vi) For **costs** arising after HM Revenue & Customs has issued formal notice to **you** that the enquiry has been completed.
10. Any claim:
- i) Where the **insured event** does not occur within the **period of insurance**.
 - ii) Made against **us**, unless the **insured event** falls within A.iv) of '**We** will pay **your costs**'.
 - iii) That arises under the Equal Pay Act 1970 and any amending legislation.
 - iv) Involving a manufacturer's warranty or guarantee.
 - v) More specifically insured elsewhere, whether **your** claim under that insurance is successful or not.
 - vi) That arises from a venture for gain or investments of any kind including stocks or shares.
 - vii) That is false or fraudulent.
 - viii) Where **you** are responsible for anything that, in the **administrator's** reasonable opinion, prejudices **our** position.

GENERAL CONDITIONS APPLYING TO SECTION 4.

1. Reporting your claim

You must:

- i) Tell the **administrator** about **your** claim as soon as reasonably possible and within 180 days of an **insured event**.
- ii) Provide, at **your** own cost, any information or evidence that the **administrator** may reasonably require in order to assess **your** claim.

If **you** are unsure about whether **you** need to notify a claim or whether **you** are eligible, then call the **administrator** to speak to one of their legal advisers.

2. Accepting your claim

We will pay **costs** incurred after **we** accept **your** claim in writing and the **professional adviser** has agreed in writing to help **you** comply with this section.

3. Prospects of success

We will pay **costs** as long as the **administrator** considers that **your** claim has **prospects of success**. If at any stage the **administrator** considers that **your** claim does not have **prospects of success**, the **administrator** will explain their decision to **you** in writing, and the **administrator** will not provide any cover for **your** claim. If **you** disagree with the **administrator's** decision, **you** can refer the matter to an arbitrator (section 4, general condition 11).

4. Appointing of a professional adviser

At any time before the **administrator** agrees that legal proceedings need to be issued, the **administrator** will choose a **professional adviser** to act for **you**.

You can appoint a solicitor of **your** choice by sending the name and address of a suitably qualified person to the **administrator**:

- i) where the **administrator** agrees that legal proceedings have to be initiated, or
- ii) if there is a conflict of interest.

The **administrator** may require **your** **professional adviser** to act for **you** under a **conditional fee agreement** if the **professional adviser** has been chosen by the **administrator**.

If **you** discontinue **your** instructions to the **professional adviser** without the **administrator's** written permission, **our** liability will stop at once, and the **administrator** may recover any **costs** that have already been paid from **you**.

5. Conduct of your claim

You must immediately instruct **your** **professional adviser** to:

- i) Provide the **administrator**, as soon as reasonably possible, with:
 - a) Their views on **your** claim's **prospects of success**.
 - b) Their hourly rate and estimate of total **costs** of pursuing or defending **your** claim.

- c) Any information, document or file the **administrator** asks for (including **your professional adviser's** files) that relate to **your** claim, whether privileged or not.
- ii) Keep the **administrator** fully and promptly updated during **your** claim:
 - a) On **your** claim's progress, including any offers to settle.
 - b) Of any change in their views about **your** claim's **prospects of success**.
 - c) Of any change to their estimate of **costs**.

We will only meet the **costs** of **your** claim:

- i) which have been agreed in advance by the **administrator** as to both amount and purpose; and
- ii) so long as there are **prospects of success**.

We will set spending limits for **your professional adviser's** fees and charges during **your** claim. If this limit is exceeded without **our** prior written consent, **we** will not pay for anything above the spending limit. Setting a limit will not affect **our** rights under general condition 10 to section 4.

6. Co-operating with us and your professional adviser

We will not be able to deal with **your** claim unless **you** co-operate with:

- i) **Us** and the **administrator** at all times and reply promptly to any correspondence concerning **your** claim.

- ii) **Your professional adviser** at all times, provide all information and attend meetings and hearings whenever requested.

7. Investigating and paying your claim

The **administrator** will carefully investigate and consider all the information **you** have provided as part of the claim. A decision may be made to pay **you** a sum estimated to match the value of **your** claim, instead of providing cover for **your costs**.

8. Settlement

You or **your professional adviser** must immediately write and tell the **administrator** about any offer to settle **your** claim, including offers relating to **costs**. **You** must not accept any offers without first obtaining the **administrator's** consent. The **administrator** will not withhold their consent in relation to an offer that a reasonable adviser would recommend to a private fee paying client.

If **you** do not accept an offer the **administrator** views as reasonable, **we** will not pay any further **costs**.

9. Withdrawal and discontinuance

If **you** withdraw or discontinue **your** claim without the **administrator's** prior written consent then **we** will not pay **costs** and **we** will be entitled to recover from **you** any **costs** paid or incurred prior to withdrawal or discontinuance. The **administrator** will not withhold their consent to a withdrawal or discontinuance that a reasonable adviser would recommend to a private fee paying client.

10. Assessment and recovery of costs

If the **administrator** asks, **you** must instruct **your professional adviser** to submit all of their files and any bill of **costs** to the **administrator**. The bill of **costs** may be submitted by them for court assessment, certification by the appropriate professional body or auditing by the **administrator's** choice of cost consultants.

If **costs** are awarded or agreed to be paid to **you**, **you** must take reasonable steps to recover these, or **you** must instruct **your professional adviser** to do so.

If the **costs** of **your** case are more than the sum insured, **you** will divide any **costs** awarded or agreed to be paid to **you** between **you** and the **administrator**. These **costs** will be divided in proportion to the amounts that both **we** and **you** have paid, or would be liable to pay, if **you** had not recovered the **costs** from **your** opponent.

You must immediately pay the **administrator** any amount that is due to **us**, or instruct **your professional adviser** to do so.

11. Disputes

In event of dispute arising out of this **policy**, **you** may refer the matter to arbitration. Further details can be provided upon request.

12. Agreement or decision

Neither **we** nor the **administrator** are bound by any agreement that **you** or **your professional adviser** makes without the **administrator's** prior approval or consent.

CLAIMS SETTLEMENT UNDER SECTION 4

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident, is the sum insured recorded on **your** policy schedule.

CUSTOMER HELPLINES.

As part of your Legal & General policy, you can call our helplines for assistance. These are open 24 hours a day, 365 days a year except for the tax helpline, which is available between 9am and 5pm Monday to Friday (other than public holidays).

LEGAL AND TAX HELPLINE

These helplines are provided on our behalf by DAS Legal Expenses Insurance Company Limited. They will give you expert advice on any legal or tax problem that directly affects you.

They will advise you on the laws and practices of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Our tax helplines can give you advice on the tax laws and practices of Great Britain and Northern Ireland. DAS will confirm their advice in writing if appropriate.

They do not though, offer any advice about your business, trade or profession.

There is no additional charge for using the helpline and we might even cover certain legal costs and expenses if you have chosen the family legal protection section.



0370 050 0962 (24 hour) Calls may be recorded and monitored. Call charges will vary.

DOMESTIC EMERGENCY

If you have chosen section 1 buildings, property owner's liability and home emergency cover, then you may be covered for certain home emergency costs.



You should call the home emergency helpline on: **0800 072 4680** (24 hour)

If you have not taken this section of cover you can phone the domestic emergency helpline on: **0800 408 9103** (24 hour)

Calls may be recorded and monitored.

We will locate the nearest suitable tradesman and advise costs.

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

OUR COMPLAINTS PROCEDURE.

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

IF YOU HAVE A COMPLAINT OTHER THAN HOME EMERGENCY AND FAMILY LEGAL PROTECTION:

Please contact us quoting your policy or claim number.

0370 900 3110 We may record and monitor calls. Call charges will vary.

Legal & General Insurance Centre City House, The Podium 5 Hill Street, Birmingham B5 4US

IF YOU HAVE A COMPLAINT IN RELATION TO HOME EMERGENCY COVER:

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

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

homeemergencycomplaints@axaassistance.co.uk

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

IF YOU HAVE A COMPLAINT IN RELATION TO FAMILY LEGAL PROTECTION:

Please contact DAS quoting your policy or claim number.

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

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

IF YOU REMAIN DISSATISFIED, YOU CAN COMPLAIN TO:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

0800 023 4567

0300 123 9 123

complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

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



USEFUL PHONE NUMBERS.

GENERAL HOME INSURANCE ENQUIRIES

0370 900 3110

HELPLINES

Legal helpline

0370 050 0962 (24 hour)

Domestic emergency helpline

0800 408 9103 (24 hour)

MAKING A CLAIM

Home insurance

0370 900 5565 (24 hour)

Home emergency cover

(provided you have selected buildings insurance)

0800 072 4680 (24 hour)

Family legal protection (if selected)

0370 050 0962 (24 hour)

Calls may be recorded and monitored. Call charges will vary for 03 numbers.



www.legalandgeneral.com

Legal & General Insurance Limited

Registered in England and Wales number 00423930

Registered office: One Coleman Street, London EC2R 5AA

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
(Financial Services Register number: 202050)

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