



**SIMPLY HOME INSURANCE**

# **POLICY BOOKLET.**



# WELCOME TO LEGAL & GENERAL.

Thank you for choosing us for your home insurance.

Your Legal & General policy includes 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.

**!** Please read your policy schedule and policy booklet carefully to make sure you understand what is covered and the limits that apply. It's important that you check the information that you have given us to ensure we offer you the correct cover. You must let us know promptly if anything changes. If you don't tell us of any changes a claim may be reduced or rejected and in some circumstances your policy might be invalid.

The buildings sum insured must be adequate to cover the cost of replacing your buildings if they were completely destroyed, including any additional costs such as architects' or surveyors' fees. For your contents cover, your sum insured must be enough to replace all of your contents as new. The value of some items, particularly jewellery and other valuables, is likely to fluctuate considerably and some items may need to be specified separately. Please call us if you need to review your cover.

**i** This policy covers the costs of unexpected loss or damage. It does not cover:

- Wear and tear
- Maintenance costs such as refixing loose roof tiles, repointing brickwork or replacing guttering.
- Damage that happens over a period of time for example damp, rot and damage from vermin.

To make a successful claim you must keep your property in good repair and take all realistic and practical steps to prevent loss or damage. Please see 'What is Not Covered' on page 13 and exclusions within each section of the policy.

## **i** 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.



# A GUIDE TO YOUR POLICY.

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# SUMMARY OF LIMITS.

The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

Section of cover	Policy Limit
<b>Buildings (if selected)</b>	<b>Please see your policy schedule</b>
Loss of rent and alternative accommodation	Please see your policy schedule
Loss or theft of keys	£500
Property Owners Liability	£2 million
<b>Contents (if selected)</b>	<b>Please see your policy schedule</b>
High risk property	20% of contents sum insured
Money in the home	£100
Alternative accommodation	Please see your policy schedule
Loss or theft of keys	£500
Special events increase	10% of the contents sum insured
Metered water	£500
Theft or attempted theft from your garage or domestic outbuildings	£1,000
Occupiers' Liability	£2 million
Employers' Liability	£5 million

# DEFINITIONS.

Whenever a word appears in bold type please refer to the definitions below.

## ACCIDENTAL BREAKAGE

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

## ACCIDENTAL DAMAGE

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

## ADMINISTRATOR

The service provider selected by **us** from time to time to administer the claims under section 4 of the **policy**, currently DAS Legal Expenses Insurance Company Limited.

## BUILDINGS

**Your home**, and its permanent fixtures and fittings including:

- i) tennis courts, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges;
- ii) permanently installed:
  - a) swimming pools;
  - b) hot tubs;
- iii) permanently connected:
  - a) drains, pipes and cables for which **you** are legally responsible;
  - 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**.

## COMPUTERS

An electronic device for storing and processing data not designed to be portable (such as desktop computers), computer equipment or game consoles.

## CONDITIONAL FEE AGREEMENT

A valid agreement made between **you** and **your professional adviser** with the **administrator's** 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.

(continued)

### CONTENTS

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

- i) **Money**;
- ii) Tenants' fixtures and fittings; and
- iii) Software, data, files and downloads stored on any computer, entertainment, audio or video equipment;

in **your home**

**but excluding:**

- Contents in any communal part of the **home**.
- Oil.
- Pedal cycles.
- 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 and electric wheelchairs that are not required to be licensed if used on a public road).
- Caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.
- Livestock or pets.
- Landlord's fixtures and fittings.
- Property held or used for business purposes.
- Any part of the **buildings**.
- Property insured under any other policy.

### 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**.

### EXCESS

The amount **you** will pay towards each separate claim.

### GEOGRAPHICAL LIMITS

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

### HEAVE

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

### HIGH RISK PROPERTY

- i) Jewellery, pearls, precious stones, gold, silver and other precious metals.
- ii) Works of art.
- iii) Stamp and coin collections.
- iv) Clocks and watches.

### HOME

The private dwelling, garage and domestic outbuildings at:

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

**but excluding:**

- Any garage or outbuildings used in any way for business (other than clerical work by **you**) or farming purposes.
- Polytunnels and similar structures.

**INSURED EVENT**

An incident or event which results in a **legal action** or enquiry for which **we** provide cover under A, B or C in section 4 of this **policy**.

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.

**LANDSLIP**

Downward movement of sloping ground.

**LEGAL ACTION**

The pursuit or defence of a civil or criminal action relating to an **insured event**, unless excluded elsewhere in section 4 of this **policy**. The legal action must take place in a court within the **geographical limits**.

**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.

**PERIOD OF INSURANCE**

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

**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, drones, hovercraft, boats or their parts or accessories.
- Goods **you** use as part of **your** business or trade.
- Household goods and domestic appliances.

**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.

**PROFESSIONAL ADVISER**

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

(continued)

### 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.

### 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.

### STORM

Wind speeds with gusts of at least 47mph/75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass.

### SUBSIDENCE

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

### UNOCCUPIED

Any period when **your home** is not lived in. By lived in, **we** mean slept in for at least five consecutive nights every month, or two consecutive nights every week.

### US, WE or OUR Legal & General.

### YOU or YOUR

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



# EXPLAINING HOW YOUR POLICY WORKS.

## ENDORSEMENTS

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.

## CHANGES IN CIRCUMSTANCES

At the start of **your** insurance, **we** provide **you** with a **statement of fact**. If any of this information changes at any time, **you** must tell **us** immediately. If **you** don't tell **us** of any changes this could mean **we** reduce or reject a claim or even make **your policy** invalid.

## TYPE OF INSURANCE AND COVER

This **policy** is for a minimum of 12 months and is annually renewable. **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**.

## CONTRACT

This policy booklet, **your** policy schedule, and any applicable endorsements and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**.

## THE LAW

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.

## PAYMENT OF PREMIUMS

**You** can choose to pay the premium either:

- By Monthly Direct Debit.  
**We** will collect the premium over 12 monthly instalments. **We** will show the amount and collection date of **your** first monthly premium and subsequent 11 monthly premiums on **your** payment schedule.
- By Annual Direct Debit.  
**We** will collect the full premium at the **policy** start date or renewal date. **We** will show the amount and collection date of **your** premium on **your** schedule.
- By Credit or Debit card.  
**We** will collect the full premium at the **policy** start date or renewal date. Payment can be made using **your** credit or debit card details.

## HOW TO RENEW YOUR POLICY

At **our** discretion, **we** may offer to renew this **policy**. If **we** do, **we** will send details to **you** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending.

**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 send written notice to **you** at the most recent address known to **us** 21 days in advance of **your** cover ending.

### AUTOMATIC RENEWAL

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. If **you** do not want to renew **your policy**, **you** must tell **us** before **your** renewal date. It is not possible to offer automatic renewal with all payment methods, so please check **your** renewal invite for more information.

### UNPAID MONTHLY PAYMENTS

If **we** don't receive the monthly payment on or before its due date, then **we** will write to **you** asking for payment. If **you** don't pay the unpaid premium within 20 days of **our** writing to **you**, **we** will cancel the **policy**.

### POLICY FEES

If **we** charge any fees to cover the administration costs of changes that **you** make to **your policy**, or if **you** cancel 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 these fees.

### CANCELLING YOUR POLICY

#### Our cancellation rights

**We** may cancel **your policy** if there are serious grounds to do so such as, but not limited to, fraud, non-payment, failure to supply requested validation documentation (security, valuations, etc.), poor property maintenance or **you** have provided **us** with incorrect information.

Where **we** cancel **your policy** **we** will provide **you** 14 days' prior written notice to **your** last known address unless **we** are required to cancel earlier.

**We** will refund a proportion of the premium, calculated on a daily pro-rata basis equivalent to the period of unused cover, providing no claims have been made. If a claim has been made in the **period of insurance**, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due from **you**.

If **we** cancel **your policy** on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

#### Your cancellation rights

**You** can cancel this **policy** at any time by calling us on **0370 900 3110**. We may record and monitor calls. Call charges will vary.

- If **you** cancel this **policy** within 14 days of the start date or renewal date, or after **you** receive **your** policy documents, whichever is later, **we** will refund **you** for the period of unused cover.
- If **you** decide **you** don't want this **policy** after 14 days of the start date or renewal date, or after **you** receive **your** policy documents, whichever is later, and **you** have not made a claim, **we** will charge **you** for the period that **we** have provided cover to **you**.

If **you** have made a claim during the **period of insurance** then **you** will have to pay the full annual premium, so **you** won't receive a refund.



# POLICY CONDITIONS.

## 1. Fraud

**You** must not commit fraud.

**You** are committing fraud if **you**, or anyone else insured by this **policy** or acting on **your** behalf, knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate, misleading or incomplete.
- Mislead **us** in any way for the purpose of obtaining insurance, more favourable insurance terms, a reduced premium, or to influence **us** to accept a claim.
- Make a fraudulent or false claim in full or in part:
  - By providing false information in order to influence **us** to accept a claim;
  - By exaggerating the amount of the claim; or
  - By supplying false or invalid documents in support of a claim.

If fraud is established **we** will:

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

## 2. Compliance with terms

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

## 3. 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 to pay **your** claim once cover under the other **policy** has been exhausted.

## 4. Your duty to prevent loss or damage

**You** must keep **your buildings, contents** and **personal property** in sound condition and in good repair. **You** should consult a suitably qualified expert if **you** are unsure whether or not **you** are complying with this condition.

(continued)

**You** must take all practical and reasonable steps to safeguard **your buildings, contents** or property against loss or damage and to prevent accidents.

If loss or damage occurs to **your** property, **you** must promptly take all reasonable steps to prevent further loss or damage.

### 5. Your obligations when making 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. **You** must also:

- 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 30 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) Retain any damaged **contents** or parts of **buildings** so that **we** may inspect them.
- vii) Give **us** any information and assistance that **we** might reasonably require.

### 6. Our rights when you make a claim

- i) **We** may nominate one of **our** specialist suppliers to repair or replace the property claimed for. Where **you** prefer to use **your** own tradesman, or **we** elect to settle the claim by cash payment, the amount **we** pay **you** will not exceed what **we** would have paid **our** supplier, except when **our** supplier is 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 dispose of any salvage. 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.



Please contact **us** on **0370 900 3110** if **you** have any questions about what **we** describe in this section.

# WHAT IS NOT COVERED.

As well as the exclusions under the individual sections, the following will not be covered:

Under this policy, **we** will not pay for:

## 1. Gradual events

Any loss, damage or liability arising from wear and tear that **you** know is happening gradually over time.

## 2. Confiscation

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

## 3. 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.

## 4. 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**.

## 5. 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.

## THE ITEMS BELOW ARE NOT COVERED UNDER 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. Deliberate acts

Any loss, damage or liability caused on purpose by **you** or any person residing at **your home**.

### 8. 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.

### 9. Direct loss or damage:

- i) Due to electronic failure.
- ii) Due to computer virus.
- iii) Due to electrical or mechanical breakdown.
- iv) Caused in the process of cleaning, restoration, maintenance, repair, dismantling or by dyeing.
- v) Caused by chewing, scratching, tearing or fouling by domestic pets.
- vi) Caused by scratching or denting.
- vii) Caused by vermin, insects or fungus.
- viii) Caused by rot, exposure to light or atmospheric or climatic conditions.
- ix) Arising from the cost of remaking any recorded material or the value of any information contained on it.

### 10. 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.**

### 11. Loss by deception

Apart from deception used to gain entry to **your home**.

### 12. Defects and faults

Any loss or damage arising from defective design, defective materials, faulty workmanship or failure to follow manufacturers' instructions.

### 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 of value and depreciation

Resulting from the repair or replacement of lost or damaged property.

### 15. Sonic bangs

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

### 16. 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.

# SECTION 1.

## BUILDINGS COVER.

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

At renewal, where **your** policy schedule shows that inflation protection applies to **buildings**, **we** will adjust **your** building sum insured in line with 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.

## PART 1 – BUILDINGS.

**i** We will pay up to the sum insured shown on **your** policy schedule unless **we** specify otherwise.

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

**✗** In addition to items listed on pages 13-14 **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 D 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.
- Loss or damage occurring where **you** have:
  - i) participated in, assisted, encouraged or facilitated the riot or spread of the riot.
  - ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.
  - iii) committed a criminal offence relating to the riot.

**i** Please refer to the definitions on pages 5-8 for words shown in bold text.



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

3. Malicious acts or vandalism.

4a. **Storm.**

4b. Flood.

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

6. Theft or attempted theft.



In addition to items listed on pages 13-14 **we** will not pay for:

- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.
  - Loss or damage caused by **you**, **your** domestic employees, lodgers, paying guests or tenants.
- 
- Loss or damage to fences, gates and hedges.
  - Loss or damage caused by underground water.
- 
- Loss or damage to fences, gates and hedges.
  - Loss or damage caused by underground water.
- 
- Loss or damage:
    - i) To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, patios, footpaths, drives, garden 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 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.
    - vii) Arising from defective design, defective materials or faulty workmanship.
- 
- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.
  - 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 aerials or their fittings.



In addition to items listed on pages 13-14 **we** will not pay for:

- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.
- 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**.
- 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.

• Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.

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



Please refer to the definitions on pages 5-8 for words shown in bold text.



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

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

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



In addition to items listed on pages 13-14 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.
- Breakage to any part of the pipe, cable or drain that hasn't caused leakage or damage as a result of the breakage.
- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.



Paragraphs 14 and 15 only apply if **your** policy schedule shows that extended **accidental damage** to **buildings** is included.



The **buildings** are insured against:

14. **Accidental breakage** of:

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

15. **Accidental damage**.



In addition to items listed on pages 13-14 we will not pay for:

- Breakage when **your home** is **unoccupied** for more than 30 days in a row.
- Damage caused by settlement, shrinkage or expansion of the **buildings** or the site.
- Damage caused by water entering the **buildings**.
- Damage caused by building alterations, renovations, extensions or repairs.
- Damage caused by **your** lodgers, paying guests or tenants.
- Damage from any cause described in paragraphs 1 to 14 of this section.



Please refer to the definitions on pages 5-8 for words shown in bold text.



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:

- i) Loss of rent that is no longer payable to **you**.
- ii) Any ground rent which continues to be payable by **you**.
- iii) The cost of comparable alternative accommodation if **you** are the occupier, including for any domestic pets permanently living with **you**.

**We** will pay up to the sum insured on **your** policy schedule.



In addition to items listed on pages 13-14 we will not pay for:

B. The period between exchange of contracts and completion.

- i) **You** will be entitled to the benefit of the cover provided by paragraphs 1 to 13 of section 1 of this **policy** between exchange of contracts and completion of the purchase provided that:
  - a) The **period of insurance** commences on or before completion of the purchase of the **buildings**.
  - b) **We** received and accepted **your** application for insurance cover on the **buildings** prior to the date of the loss or damage.

- ii) 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:
  - a) the purchaser completes the purchase; and
  - b) the **buildings** are not otherwise insured.

i) 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**.



Please refer to the definitions on pages 5-8 for words shown in bold text.



We also provide cover for:



In addition to items listed on pages 13-14 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.

- 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. 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**.

**We** will pay up to £500 for any one claim.

- Loss or damage that is otherwise insured.

## CLAIMS SETTLEMENT UNDER PART 1 – BUILDINGS

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 section 'How to Make a Claim' on page 32.

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 for **buildings** is the sum recorded on **your** policy schedule.

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.



In addition to items listed on pages 13-14 **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 of it 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.
- Any incident insured by another insurance policy (or that would be insured if this **policy** did not exist) except for any amount over the limit the other insurer will pay (and for which payment has been agreed) under the other insurance policy.
- **Your** wilful or malicious act.

### CLAIMS SETTLEMENT UNDER PART 2 – PROPERTY OWNERS' 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.

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**.



Please refer to the definitions on pages 5-8 for words shown in bold text.

# SECTION 2.

## CONTENTS COVER.

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

At renewal, where **your** policy schedule shows that inflation protection applies to **contents**, **we** will adjust **your** sum insured in line with the Retail Price Index published by the National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

## PART 1 – CONTENTS.

**i** We will pay up to the sum insured shown on **your** policy schedule unless **we** specify otherwise.

**✓** 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.

**✗** In addition to items listed on pages 13-14 **we** will not pay for:

- The **excess** shown on **your** policy schedule under paragraphs 1 to 14 and A to F of this section.
- Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.
- Loss or damage occurring where **you** have:
  - i) participated in, assisted, encouraged or facilitated the riot or spread of the riot.
  - ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.
  - iii) committed a criminal offence relating to the riot.
- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.
- Loss or damage caused by **you**, **your** domestic employees, lodgers, paying guests or tenants.

**i** Please refer to the definitions on pages 5-8 for words shown in bold text.



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

4a. **Storm**

4b. Flood.

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

6. Theft or attempted theft.

For loss or damage caused by theft or attempted theft of **contents** in any garage and domestic outbuilding **we** will pay up to the sum insured on **your** policy schedule.

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.



In addition to items listed on pages 13-14 **we** will not pay for:

- Loss or damage by underground water.
- Loss or damage caused by underground water.
- Loss or damage caused by:
  - i) the compaction of infill;
  - ii) **settlement** of the **buildings**; or
  - iii) river or coastal erosion.
- Loss or damage occurring while **your home** is undergoing demolition, structural alterations or structural repairs.
- Arising from defective design, defective materials or faulty workmanship.
- **Money**, 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 when **your home** is **unoccupied** for more than 30 days in a row.
- Loss or damage caused by **you**, **your** domestic employees, lodgers, paying guests or tenants.
- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.
- 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**.
- 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.



Please refer to the definitions on pages 5-8 for words shown in bold text.



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 aerials or their fittings.



In addition to items listed on pages 13-14 **we** will not pay for:

- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.
- Loss or damage to trees and branches.
- The cost of removing fallen trees or branches.



Paragraphs 12, 13 and 14 only apply if **your** policy schedule shows that extended **accidental damage to contents** is included.



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

12. **Accidental damage** to 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.

14. **Accidental damage.**



In addition to items listed on pages 13-14 **we** will not pay for:

- Damage to clothing (including furs), **money**, food and drink.
- Damage caused during household removal.
- Damage caused by water entering **your home**.
- Damage caused by building alterations, renovations, extensions or repairs.
- Damage caused by **your** lodgers, paying guests or tenants.
- Damage from any cause described in paragraphs 1 to 11 of this section.



Please refer to the definitions on pages 5-8 for words shown in bold text.





We also provide cover for:



In addition to items listed on pages 13-14 we will not pay 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 including for any domestic pets permanently living with **you**.

**We** will pay up to the sum insured on **your** policy schedule.

B. **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 4a, 4b, 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.

**We** will pay up to £5,000 or 10% of the **contents** sum insured on **your** policy schedule, whichever is higher.

C. 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**.

**We** will pay up to £500.

D. Metered water.

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

**We** will pay up to £500.

- Loss or damage when **your home** is **unoccupied** for more than 30 days in a row.



Please refer to the definitions on pages 5-8 for words shown in bold text.



We also provide cover for:



In addition to items listed on pages 13-14 we will not pay for:

E. 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%.

F. 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.

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



Please refer to the definitions on pages 5-8 for words shown in bold text.

## CLAIMS SETTLEMENT UNDER PART 1 – CONTENTS

## 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 'How to Make a Claim' on page 32.

## 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 for the following is:

i) <b>Contents</b>	The sum recorded on <b>your</b> policy schedule.
ii) <b>High risk property</b>	<ul style="list-style-type: none"> <li>a) In total, the sum recorded against the <b>high risk property</b> total limit on <b>your</b> policy schedule.</li> <li>b) For a single article, pair or set, the sum recorded against the <b>high risk property</b> single article limit on <b>your</b> policy schedule.</li> </ul>
iii) <b>Money</b>	£100
iv) External satellite equipment	5% of the sum insured recorded against <b>contents</b> on <b>your</b> policy schedule.

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.



Please refer to the definitions on pages 5-8 for words shown in bold text.

## 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.



In addition to items listed on pages 13-14 **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** wilful act, including but not limited to any assault or alleged assault.
- **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:



In addition to items listed on pages 13-14 **we** will not pay for liability arising from:

- 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, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).
  - iii) Any trailer, horse box or caravan (other than occupiers' liability arising from a static caravan rented and temporarily lived in by **you**).
- The use of firearms other than sporting guns used for sporting purposes.
- 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' LIABILITY TO THIRD PARTIES

### 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**.



Please refer to the definitions on pages 5-8 for words shown in bold text.

# SECTION 3.

## PERSONAL POSSESSIONS.

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

**i** At renewal **we** will adjust **your** sums insured under items 1, 3 and 4 of section 3 in line with the Retail Price Index published by the National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

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

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

**We** will pay the sum insured on **your** policy schedule (subject to inflation protection) and up to £1,500 for a single article, pair or set.

Item 2 – loss of **your money**.

**We** will pay up to the sum insured on **your** policy schedule.

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).

**We** will pay up to the sum insured on **your** policy schedule (subject to inflation protection).

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

**We** will pay up to the sum insured on **your** policy schedule (subject to inflation protection).

**✗** In addition to items listed on pages 13-14 **we** will not pay for:

- 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.
- Theft or attempted theft of a pedal cycle unless at the time of loss or damage it was:
  - i) in **your** immediate custody or control; or
  - ii) securely locked to an object that cannot be moved; or
  - iii) in a locked building.
- 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.



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.



In addition to items listed on pages 13-14 **we** will not pay for:

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

For items 1-4 in this section and in addition to items listed on pages 13-14, **we** will not pay for the following:

- The **excess** shown on **your** policy schedule under this section.
- More than £2,000 in total in respect of any one loss from an unattended vehicle under items 1, 2, 3 and 4.
- 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.
- Loss of or damage to:
  - i) **Personal property, money** or pedal cycles held or used for business purposes.
  - ii) Sports equipment while in use.
  - iii) Remote controlled models while in operation.
  - iv) Musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.
- Breakage of articles of a brittle nature unless specified under item 4 of section 3.
- Loss of or damage to property used or held for business purposes unless specified under item 4 of section 3.
- Theft or malicious damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

## CLAIMS SETTLEMENT UNDER SECTION 3 – PERSONAL POSSESSIONS

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 section 'How to Make a Claim' on page 32.



Please refer to the definitions on pages 5-8 for words shown in bold text.

# HOW TO MAKE A CLAIM.

## SECTIONS 1-3 – BUILDINGS, CONTENTS AND PERSONAL POSSESSIONS

HOME INSURANCE 0370 900 5565 (24 hour)

We may record and monitor calls. Call charges will vary for 03 numbers.

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.

**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**.

### 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.
  - Any policy conditions that apply on pages 11-12.

### 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**.

#### STEP 5: WHAT HAPPENS NEXT?

- If **your** claim is accepted, **we** will agree actions on the initial call and keep in touch by phone to let **you** know what's happening.
- **We** may appoint a specialist to visit **you**, in which case **we** will let **you** know.
- Complicated claims, such as those for **subsidence**, may take longer than others to complete. If that's the case **we** will give **you** the name of a personal contact who'll 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.



#### FINANCIAL SERVICES COMPENSATION SCHEME

**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](http://www.fscs.org.uk) or call them on **0800 678 1100**.



# 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.



### 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.



### In addition to items listed on pages 13-14 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.



Please refer to the definitions on pages 5-8 for words shown in bold text.

# 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.
  - vii) Where **you** do not comply with **your** duties and obligations under this section.
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 country 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.

(continued)

- 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 programme, 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 the **administrator** accepts **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.

If **you** decide not to use the services of a **professional adviser** chosen by the **administrator**, **we** will not pay more than the amount **we** would have paid to a **professional adviser** chosen by the **administrator**.

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 the event of a 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 – FAMILY LEGAL PROTECTION

The maximum amount **we** will pay for any one claim or number of claims arising out of any one **insured event** is the sum recorded on **your** policy schedule. If **your professional adviser** was not chosen by the **administrator**, **we** will not pay more than the amount **we** would have paid to a **professional adviser** chosen by the **administrator**.

### How to make a claim



Call DAS Legal Expenses Insurance Company on **0370 050 0962**.

Lines are open 24 hours a day, 7 days a week. Calls may be recorded and monitored. Call charges will vary.




Please refer to the definitions on pages 5-8 for words shown in bold text.



# CUSTOMER HELPLINES.

As part of your Legal & General policy, you can call our helplines for assistance.

## LEGAL AND TAX HELPLINE



**0370 050 0962** (Legal Helplines are open 24 hours. Tax Helplines are open Monday to Friday 9am–5pm.) Calls may be recorded and monitored. Call charges will vary.

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 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.

## DOMESTIC EMERGENCY

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.



**0800 408 9103** (24 hour) Calls may be recorded and monitored.



# 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 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 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](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://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)

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](http://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.

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