Policy booklet
Thank you for choosing us for your home insurance

You may be aware that Legal & General Insurance Limited has been bought by Liverpool Victoria General Insurance Group (LV=GI). For a transition period, Legal & General Insurance Limited has been renamed Fairmead Insurance Limited. This means the provider and underwriter of your policy is Fairmead Insurance Limited which is part of LV=GI. We look forward to welcoming you to LV=.

Your 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.

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 12 and exclusions within each section of the policy.

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.

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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 to administer the claims under section 4 of the policy, currently DAS Legal Expenses Insurance Company Limited.

Appointed representatives
The preferred law firm, law firm, accountant or other suitably qualified person the administrator will appoint to act on your behalf.

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.

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

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

Contents
Household goods, personal belongings and business equipment 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.
  • 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.

Costs and expenses
a) All reasonable and necessary costs chargeable by the appointed representative and agreed by the administrator in accordance with the Standard Terms of Appointment.
b) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with the administrator’s agreement.

Countries covered
Great Britain, the Channel Islands, the Isle of Man and Northern Ireland.
Date of occurrence
a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)
b) For insured incident 5 Tax protection, the date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.

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 will pay towards each separate claim.

Fairmead Insurance Limited
Fairmead Insurance Limited provide and underwrite this insurance policy. They are part of the Liverpool Victoria General Insurance Group.

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 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.

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 other than:
  – Vehicles designed to aid disabilities (as long as the vehicles are not designed or registered for road use).
• Pedal cycles, caravans, trailers, aircraft, drones, hovercraft, boats or their parts.
• Goods you use as part of your business or trade other than business equipment.
• 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.
Preferred law firm
A law firm or barristers’ chambers the administrator chooses to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with the administrator’s agreed service standard levels, which the administrator audits regularly. They are appointed according to the Standard Terms of Appointment.

Reasonable prospects
For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that the administrator has agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. The administrator, or a preferred law firm on the administrator’s behalf, will assess whether there are reasonable prospects.

Repairer
Our approved tradesman.

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

Standard terms of appointment
The terms and conditions (including the amount the administrator will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.

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
i) For sections 1, 2, 3 and 4, Fairmead Insurance Limited.
ii) For section 5, Inter Partner Assistance SA and AXA Assistance (UK) Limited.

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.
If you are not sure if you need to tell us, you can call us at 0370 900 0201.
We may record and monitor calls. Call charges will vary.

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 11 monthly instalments. We will show the amount and collection date of your first monthly premium and subsequent 10 monthly premiums on your payment 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 invitation 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.

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 0201.

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.

Transfer of your policy

If we change any party involved in the administration of your policy, we will move your data to the new administrator to ensure continuity of your insurance cover. We will only transfer a copy of your information to the new administrator when your existing policy is due for renewal.

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.
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:
- Not pay any claim under the policy;
- Cancel your cover without any return premium or void your policy from the start date;
- Be entitled to recover the amount of any claim we have paid under this policy;
- Recover any investigation and legal costs;
- 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 only for our rateable proportion for such loss, damage or liability.

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.

You must take all practical and reasonable steps to safeguard your buildings, contents or personal 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:
- 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.
- 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.
- 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.
- Send us, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. We will refund your reasonable costs.
vi) 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 0201 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 and 5 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 direct loss or damage due to defective design, defective materials, faulty 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.

Part 1 – Buildings

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:

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 12 – 13 we will not pay for:

• The excess shown on your policy schedule under paragraphs 1 to 16 and A to D 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 60 days in a row.

• Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
4. Storm.

5. Flood.

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

7. Theft or attempted theft.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
The buildings are insured against loss or damage caused by:

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

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

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

11. Falling trees and branches.

12. Falling aerials or their fittings.

In addition to items listed on pages 12 – 13 we will not pay for:

- Loss or damage when your home is unoccupied for more than 60 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. (If it is accidental damage and you have cover under paragraph 16, 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.

- Loss or damage when your home is unoccupied for more than 60 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 – 7 for words shown in bold text.
13. **Accidental breakage** to underground pipes or cables serving the **buildings**.

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

Paragraphs 15 and 16 only apply if your policy schedule shows that extended **accidental damage** to **buildings** is included.

15. **Accidental breakage** of:
   
i) fixed glass including ceramic hobs forming part of the **buildings**, and
   
ii) fixed sanitaryware forming part of the **buildings**.

16. **Accidental damage**.

- 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 15 of this section.

Please refer to the definitions on pages 5 – 7 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.

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 14 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.

In addition to items listed on pages 12 – 13 we will not pay for:

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 – 7 for words shown in bold text.
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.

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.

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.

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.

Also see section ‘How to make a claim’ on page 31.

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.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
**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 on listed pages 12 – 13 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**.

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Please refer to the definitions on pages 5 – 7 for words shown in bold text.
Section 2
Contents
Please note that this section only applies if it is shown on your policy schedule.

Part 1 – Contents

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.

4. Storm

In addition to items listed on pages 12 – 13 we will not pay for:

- The excess shown on your policy schedule under paragraphs 1 to 15 and A to G 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 60 days in a row.

- Loss or damage caused by you, your domestic employees, lodgers, paying guests or tenants.

- Loss or damage by underground water.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
The contents are insured against loss or damage caused by:

5. Flood.

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

7. 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.

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

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

We will not pay for:

• 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.

• Any loss or damage 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 60 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 60 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. (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.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
The contents are insured against loss or damage caused by:

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

11. Falling trees and branches.

12. Falling aerials or their fittings.

In addition to items listed on pages 12 – 13 we will not pay for:

- Loss or damage when your home is unoccupied for more than 60 days in a row.
- Loss or damage to trees and branches.
- The cost of removing fallen trees or branches.

Paragraphs 13, 14 and 15 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:

13. Accidental damage to business equipment, televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment.

14. Accidental breakage of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture.

15. Accidental damage.

In addition to items listed on pages 12 – 13 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 12 of this section.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
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 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 4, 5, 7, 8, 10, 12, 13, 14 and 15 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.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.

• Loss or damage when your home is unoccupied for more than 60 days in a row.
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 12 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.

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

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

Please refer to the definitions on pages 5 – 7 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 31.

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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) <strong>Contents</strong></td>
<td>The sum recorded on your policy schedule.</td>
</tr>
<tr>
<td>ii) <strong>High risk property</strong></td>
<td>a) In total, the sum recorded against the high risk property total limit on your policy schedule.</td>
</tr>
<tr>
<td></td>
<td>b) For a single article, pair or set, the sum recorded against the high risk property single article limit on your policy schedule.</td>
</tr>
<tr>
<td>iii) <strong>Business equipment</strong></td>
<td>a) In total, the sum recorded against the business equipment total limit on your policy schedule.</td>
</tr>
<tr>
<td></td>
<td>b) For a single article, pair or set, the sum recorded against the business equipment single article limit on your policy schedule.</td>
</tr>
<tr>
<td>iv) <strong>Money</strong></td>
<td>£250</td>
</tr>
</tbody>
</table>

Please refer to the definitions on pages 5 – 7 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:

1) 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**.

2) As an employer of employees involved in domestic duties at your home.

3) 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 12 – 13 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 insured by any other policy.
- 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:
   1) being carried in or upon a vehicle; or
   2) entering, getting onto 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.
- The ownership, use or possession of:
   1) 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).
   2) Aircraft, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).
   3) 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 – 7 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.

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.

• Loss or damage to property specifically insured under item 4 of this section.

Item 2 – loss of your money.
We will pay up to the sum insured on your policy schedule.

• Loss due to error, omission or depreciation in value.

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).

• 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.

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).

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
Home Insurance Essentials – Personal possessions

**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.

For items 1 – 4 in this section and in addition to items listed on pages 12 – 13, 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) 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.
- 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 31.

Please refer to the definitions on pages 5 – 7 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)
- Section 5 – Home emergency (provided you have selected buildings cover)
- 0800 072 4680 (24 hour) – for Home Emergency claims, see section 5. Calls may be recorded and monitored. 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 10 – 11.

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 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.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.

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

We agree to provide the insurance described in this section, subject to the terms, conditions, exclusions and limitations set out below, provided that:

1. reasonable prospects exist for the duration of the claim;
2. the date of occurrence of the insured incident is during the period of insurance;
3. any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which the administrator agrees to, within the countries covered; and
4. the insured incident happens within the countries covered.

We will pay your costs and expenses:

**In addition to items listed on pages 12 – 13 we will not cover:**

1. Employee disputes
   To pursue a legal action directly arising from your contract of employment.

2. Contract disputes
   a) To pursue a legal action directly arising from you buying or hiring goods or services for your own private use.
   b) To defend a legal action directly arising from the private sale by you of your goods.
   c) The settlement payable under an insurance policy (the administrator will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim).
   d) A dispute arising from any loan, mortgage, pension, investment or borrowing.
   e) A dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings.
   f) A motor vehicle owned by or hired or leased to you.
   g) A claim where 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.
   h) A claim where less than £250 is in dispute or the agreement for selling the goods or services was not made during the period of insurance.
   i) Anything to do with building, rebuilding, converting or extending all or part of your home.
We will pay your costs and expenses:

3. Personal injury
   To pursue a legal action directly arising from your death or personal injury.

4. Property protection
   a) To pursue a legal action following an event which causes or could cause physical damage to your home.
   b) To pursue or defend a legal action following a legal nuisance or trespass.

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

6. Motor legal defence
   To defend legal action directly arising from a motoring prosecution.

In addition to items listed on pages 12 – 13 we will not cover:

a) Illness or bodily injury that happens gradually.

b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you.

c) Clinical negligence.

d) Legal action that has arisen as a result of an accident involving a motor vehicle you were driving.

a) A contract you have entered into.

b) Any building or land except your main home.

c) Someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority.

d) Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental damage.

e) A claim where the amount in dispute is less than £250.

f) A claim where the agreement entered into was not made during the period of insurance.

h) The enforcement of a covenant by or against you.

h) The insured event happening within 180 days of this insurance starting.

a) Any claim if you are self-employed, or a sole trader, or in a business partnership.

b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Any claim where you were driving a motor vehicle without a valid licence and/or insurance.
We will not pay for:

1. Late reported claims
   A claim where you have failed to notify the administrator of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or the administrator considers the administrator’s position has been prejudiced.

2. Costs the administrator has not agreed
   Costs and expenses incurred before the administrator’s written acceptance of a claim.

3. Court awards and fines
   Fines, penalties, compensation or damages that a court or other authority orders you to pay.

4. Legal action the administrator has not agreed
   Any legal action you take that the administrator or the appointed representative have not agreed to, or where you do anything that hinders the administrator or the appointed representative.

5. Defamation
   Any claim relating to written or verbal remarks that damage your reputation.

6. A dispute with us
   A dispute with us not otherwise dealt with under general condition 8 of Section 4.

7. Judicial review
   Costs and expenses arising from or relating to judicial review, coroner’s inquest or fatal accident inquiry.

8. Litigant in person
   Any claim where you are not represented by a law firm, barrister or tax expert.
1. Your legal representation
   a) On receiving a claim, if legal representation is necessary, the administrator will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
   b) If the appointed preferred law firm cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the appointed representative.
   c) If you choose a law firm as your appointed representative who is not a preferred law firm, the administrator will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However, if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the Standard Terms of Appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
   d) The appointed representative must co-operate with the administrator at all times and must keep the administrator up to date with the progress of the claim.

2. Your responsibilities
   a) You must co-operate fully with the administrator and the appointed representative.
   b) You must give the appointed representative any instructions that the administrator asks you to.

3. Offers to settle a claim
   a) You must tell the administrator if anyone offers to settle a claim. You must not negotiate or agree to a settlement without the administrator’s written consent.
   b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
   c) The administrator may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in your name. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.

4. Assessing and recovering costs
   a) You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if the administrator asks for this.
   b) You must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay the administrator any amounts that are recovered.

5. Cancelling an appointed representative’s appointment
   If the appointed representative refuses to continue acting for you with good reason, or if you dismiss the appointed representative without good reason, the cover we provide will end immediately, unless the administrator agrees to appoint another appointed representative.

6. Withdrawing cover
   If you settle or withdraw a claim without the administrator’s agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.

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

8. Arbitration
If there is a disagreement between you and the administrator about the handling of a claim and it is not resolved through the administrator’s internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from financial-ombudsman.org.uk)

If your dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and the administrator. If there is a disagreement over the choice of arbitrator, the administrator will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.
We will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, provided that:

a) The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

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

c) In respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals, the administrator must agree that reasonable prospects exist.

d) For an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, the administrator must agree that reasonable prospects exist, and

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

What we will not pay

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

How to make a claim

Call DAS Legal Expenses Insurance Company on 0117 934 0488.

Lines are open 24 hours a day, 7 days a week. Calls may be recorded and monitored. Call charges will vary.
Section 5
Home Emergency cover

Please note that this section only applies if it is shown on your policy schedule. This policy 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 Financial Conduct Authority Register number is 202664.

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.

In addition to items listed on pages 12 – 13 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 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.

Please refer to the definitions on pages 5 – 7 for words shown in bold text.
Claims settlement under section 5 – Home Emergency cover

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 section 5

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 claim where Health and Safety regulations or a risk assessment that has been carried out, prevent our authorised contractors being able to attend to the emergency or carry out work in your home.
6. Any deliberate act of any insured person.
7. Assistance if you are a tenant of the property.

General conditions applying to section 5

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)

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

Calls may be recorded and monitored.
Customer helplines

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

Legal advice service

0117 934 0488 Calls may be recorded and monitored. Call charges will vary.

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

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

Tax advice service

0117 934 0488 Calls may be recorded and monitored. Call charges will vary.

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

Tax advice is provided by tax advisers 9am–5pm, Monday to Friday, excluding public and bank holidays.

If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Home emergency

If your policy schedule shows you have section 5 home emergency cover, then you may be covered for certain home emergency costs.

0800 072 4680 (24 hour) Calls may be recorded and monitored.

Domestic emergency

If your schedule does not show you have section 5 home emergency 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 0201 We may record and monitor calls. Call charges will vary.
3rd Floor, The Podium, Centre City House, 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.
Customer Relations, Home Emergency Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey RH1 1PR

If you remain dissatisfied, you can complain to:
Financial Ombudsman Service,
Exchange Tower, London E14 9SR
0800 023 4567 or 0300 123 9 123
complaint.info@financial-ombudsman.org.uk
financial-ombudsman.org.uk

Online Dispute Resolution Platform
The European Commission has established an Online Dispute Resolution Platform (ODR Platform) http://ec.europa.eu/consumers/odr/ that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently has a problem with that online purchase. The ODR platform will refer your complaint to the Financial Ombudsman Service who will pass it on to Fairmead Insurance Limited.

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 0201

Helplines

Legal helpline
0117 934 0488 (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)
0117 934 0488 (24 hour)

Calls may be recorded and monitored. Call charges will vary.

legalandgeneral.com/insurance

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