



Premier Home Insurance Policy Document

Welcome to your Home Insurance

Thank **you** for taking out Benenden Home Insurance. Please refer to **your** schedule of insurance to confirm who **your** policy is underwritten by.

Whenever the words company/our/us/we are used in this policy **we** mean **your** underwriter. If **you** are a home owner, it is important that **you** regularly maintain **your** property keeping it in good condition and in good repair. And if **you** are planning to make any home improvements such as a loft conversion or adding any room space, let **us** know so **we** can ensure **you're** properly covered.

Of course, **we** hope **you** are never unfortunate enough to need to make a claim. But, if **you** do, **you** can rest assured that **you** will enjoy an excellent service from **our** team of claims specialists.

But first things first - **we** want to help **you** understand **your** home insurance policy. It is very important that **you** have sufficient cover. After all, the last thing **you** would want is to be under insured. That's why **you** can add flexible options to **your** policy, for example garden cover for **your** plants or technology and entertainment cover for **your** electrical equipment. That way **you** are covered for the things **you** need, without paying for the things **you** don't. Take a look at the options available to learn more about some of the features of **our** additional covers, and if **you** have not already chosen them, **you** can always give **us** a call to arrange them for the future.

The next few pages give **you** a summary of some of the covers that **you** may have chosen. For a full explanation of each cover, including any relevant exclusions, please see the complete section in this booklet, by following the index or the icons.



Buildings Option

We'll cover **you** for the buildings of **your** home and other permanent structures on **your** land such as garages and outbuildings, drives, walls, fences and gates against damage by fire, flood, subsidence and other similar causes.



Contents Option

We'll provide **you** with cover for contents in **your** home against loss or damage by fire, flood, storm, theft, escape of water and other similar causes.



Accidental Damage

You can add accidental damage cover to **your** core buildings and/or contents cover. And because this doesn't include items covered in other packages, **you** won't pay to insure the same things twice.



Personal Items

From **your** glasses to cash, make sure **you** have enough cover for all **your** personal items, whether **you** are at home or out and about.



Technology and Entertainment

If **you've** got electrical items like TV's, cameras and computers, make sure they are covered against accidental damage and loss, both inside and outside **your** home.



Garden

Protect **your** plants, garden furniture, lawns and tools. **We'll** even re-landscape **your** garden should emergency services ever damage it.



Pedal Cycle cover

Make sure **you** have enough cover for all **your** pedal cycles whether **you** are at home or out and about.



Home Emergency Assistance

If **your** roof, doors or windows get damaged, or if **you** have blocked drains, burst pipes or problems with **your** main heating system, **you** will want a repair straight-away.



Family Legal Protection

Provides legal advice and representation if **you**, or a family member who always live with **you** have a legal dispute covered by this section of the policy.

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Index of Items

For full details of the cover offered for these items, please look at the Option listed below. If the Option has been selected it will be shown on the schedule as included unless the schedule states 'Not insured under this policy'.

Item Option


	Option
Aerials	Technology & Entertainment
Annexes	Buildings
Barbecues	Garden
Bicycles	Pedal Cycles
Birthday increase	Contents
Buildings	Buildings
Cameras	Technology & Entertainment
Camping equipment	Personal Items
CD players – see music players	Technology & Entertainment
Clerical business equipment	Contents
Clocks	Contents
Clothing in the home	Contents
Clothing away from home	Personal Items
Coin collection	Contents
Computers, notebook, desktop, laptop, palm top	Technology & Entertainment
Contact lenses	Personal Items
Credit Cards	Personal Items
Debit Cards	Personal Items
Decking	Buildings
Desktops	Technology & Entertainment
Digital receiver	Technology & Entertainment
Discs	Technology & Entertainment
Disc player/recorder	Technology & Entertainment
Documents	Contents
Drains	Buildings Accidental Damage
Drives – tarmac/paved	Buildings
Electronic cash pre-payment cards	Personal Items
Electronic data downloads	Technology & Entertainment
Fax machines	Technology & Entertainment
Fences	Buildings
Film downloads	Technology & Entertainment
Fixtures & fitting	Buildings
Flowers	Garden
Footpaths	Buildings
Fountains	Buildings if fixed into the ground Garden if a moveable water feature
Freezer food	Contents
Games	Technology & Entertainment
Game players hand held & consoles	Technology & Entertainment
Garages	Buildings
Garden furniture	Garden
Garden lights	Garden
Garden play equipment	Garden
Garden statues	Buildings if fixed into the ground Garden if a moveable ornament
Garden ponds	Buildings
Gardening equipment	Garden
Gates	Buildings
Gazebos	Buildings if fixed into the ground Garden if an item designed to be temporary
Gift tokens	Personal Items
Glasses- spectacles	Personal Items
Greenhouses	Buildings

Handbags		Personal Items
Hearing aids		Personal Items
Hedges		Garden
High Risk Items		Contents
Household goods		Contents
Jewellery		Personal Items
Landscaping		Garden
Laptops	Technology & Entertainment	
Lawns		Garden
Lawnmowers		Garden
Locks & keys	Buildings & Contents	
Medals		Personal Items
Metered water		Contents
Mobile phones	Technology & Entertainment	
Money		Personal Items
Music downloads	Technology & Entertainment	
Musical instruments	Technology & Entertainment	
Music players/recorders	Technology & Entertainment	
Navigation equipment	Technology & Entertainment	
Notebook computers	Technology & Entertainment	
Office equipment		Contents
Office furniture		Contents
Office stationery		Contents
Oil tanks		Buildings
Outbuildings		Buildings
Paintings		Contents
Palm tops	Technology & Entertainment	
Paths		Buildings
Patios		Buildings
Paved terraces		Buildings
Pedal cycles and their accessories		Pedal Cycles
Pergolas		Buildings
Personal documents		Contents
Phone cards		Personal Items
Pictures		Contents
Plants		Garden
Play Equipment in the garden		Garden
Ponds		Buildings
Portable media players	Technology & Entertainment	
Pots in the garden		Garden
Premium bonds		Personal Items
Printers	Technology & Entertainment	
Religious Festivals		Contents
Satellite receiver	Technology & Entertainment	
Satellite navigation equipment	Technology & Entertainment	
Season tickets		Personal Items
Sheds		Buildings
Shrubs		Garden
Spectacles		Personal Items
Sports equipment		Personal Items
Squatters		Buildings
Stamp collection		Contents
Statues	Buildings if fixed into the ground	Garden if a moveable ornament
Swimming pools	Buildings if fixed into the ground	Garden if a portable play item
Swings		Garden
Terraces		Buildings
Televisions	Technology & Entertainment	
Tennis courts		Buildings


Title deeds		Contents
Travellers cheques		Personal Items
Travel tickets		Personal Items
Trees		Garden
Video player/recorder		Technology & Entertainment
Videos		Technology & Entertainment
Visitors contents		Contents
Walls		Buildings
Watches		Personal Items
Water features	Buildings if fixed into the ground	Garden if a moveable water feature
Wedding/Civil Partnership increase		Contents
Wheelchairs		Personal Items
Works of Art		Contents


Policy Limits


The most **we** will pay in respect of any one claim is:


	Buildings option	The sum insured/limit shown on the schedule
		The following individual limits applied:
	Alternative accommodation - Cover 10	£75,000
	Locks & keys - Cover 13	£1,000
	Legal fees to remove squatters - Cover 14	£10,000
	Emergency services - Cover 15	£1,000
	Legal liability as owner - Cover 17	£5,000,000
	Legal liability defective premises - Cover 18	£2,000,000


	Buildings accidental damage option	The sum insured/limit shown on the schedule
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	Contents option	The sum insured/limit shown on the schedule
		The following individual limits applied:
	Visitors contents	£2,500
	Office equipment, office furniture and office stationery	£5,000
	The cost of reinstating personal documents and title deeds	£2,500
	High Risk items - clocks, paintings, works of art, stamp and coin collections	£7,500
	Theft from any detached outbuilding, garage, shed or greenhouse. - Covers 6 & 7	£7,500
	Wedding, Civil Partnership & Birthday gift increases - Cover 12	£5,000
	Religious festivals gift increase - Cover 13	£5,000
	Freezer food - Cover 14	£1,000
	Temporary removal - Cover 15	£20,000
	Contents in the open - Cover 16	£2,000
	Emergency services - Cover 17	£1,000
	Alternative accommodation - Cover 18	£20,000
	Tenants liability - Cover 19	£10,000
	Tenants improvements - Cover 20	£10,000
	Locks & keys - Cover 21	£1,000
	Legal liability - Cover 22	£5,000,000
	Legal liability to employees - Cover 22	£10,000,000

	Contents accidental damage option	The sum insured/limit shown on the schedule
Loss of liquid petroleum gas or oil - Cover 26		£2,000 each
Loss of metered water - Cover 27		£5,000

	Personal items option	The sum insured/limit shown on the schedule
		The following individual limits applied:
Theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.		£7,500
Money		£500
Credit cards		£500 (in most cases, you will only be liable to your bank or building society for the first £50 per card)
Items left in an unattended motor vehicle		£1,500
Items taken outside of the British Isles		The sums insured shown on the schedule plus the money & credit card limits.
Unspecified Personal Items:		
- any one item which is not a pedal cycle and which is not separately described on the schedule.		The unspecified Personal Items sum insured or £1,500 whichever is less.
Specified Personal Items:		
- any one item which is not a pedal cycle which is separately described on the schedule		The sum insured for the item shown on the schedule.

	Technology & Entertainment option	The sum insured/limit shown on the schedule
		The following individual limits applied:
Theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.		£7,500
Items left in an unattended motor vehicle		£1,500
Items taken outside of the British Isles		The sum insured shown on the schedule
Music, film or electronic data downloads		£2,500

	Garden option	The sum insured/limit shown on the schedule
		The following individual limits applied:
Re-landscaping gardens		£5,000

	Pedal cycle option	The sum insured/limit shown on the schedule
		The following individual limits applied:
Unspecified pedal cycles - pedal cycles which are not separately described on the schedule		£1,500 for any one cycle
Specified pedal cycles - pedal cycles which are separately described on the schedule.		The sum insured for the item shown on the schedule.



Home Emergency Assistance

The sum insured/limit shown on the schedule

Following a domestic emergency affecting **your**:

Roof, domestic power supply, plumbing and drainage, main heating system, toilet unit, home security or keys.

For further details, please read pages 38 to 42 in this policy.

Up to £500 including VAT towards call out charges, labour costs, parts and materials used.

Up to £250 including VAT towards the cost of accommodation if **your** home remains uninhabitable overnight as a result of the domestic emergency.



Family Legal Protection

The sum insured/limit shown on the schedule

Following an event below:

Employment dispute
Contracts disputes for goods and services
Personal injury and clinical negligence
Property protection
Tax protection
Legal defence
Jury service
Identity theft

For further details, please read pages 43 to 53 in this policy.

Legal costs and expenses up to £50,000 per claim to represent you.

How to use this policy booklet

I want to know if I am covered for a certain item – how do I check?

Look at the index of items, pages 4-6 it will tell **you** which Option to read.

Look at the cover included in the Option, for example under Personal Items the first paragraph tells **you** what is included. Opposite it tells **you** what is not included. So for example a handbag – is it included?

Handbags are in the list of what Personal Items includes, it is an item **you** or someone included in the meaning of family normally carry.

Is there anything under 'What Is Not Covered' that applies?

Finally check any limits that might apply pages 7-9.

I want to know if I am covered for a claim – how do I check?

What caused the claim?

For example, **your** water tank bursts and the water leaking from it causes part of the ceiling to come down and also ruins a dining table. The cause of the claim is water escaping. Finally check any limits that might apply pages 7-9.

Am I covered?

The building itself is damaged (ceiling)

The contents of the house are affected (dining table)

Check **your** schedule, do **you** have both the Buildings and Contents Options insured?

Is the damage covered?

Look in both sections of the policy to see what is and is not covered under both buildings and contents and under water escaping see pages 13-17 for buildings and pages 20-25 for contents. Finally, after **you've** read this information please read 'How **we** settle claims' pages 59-61 and the policy exclusions, policy conditions & claims conditions on pages 54-59.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect property and belongings from further damage, such as switching off the gas, electricity or water.

Call the claims helpline shown on **your** schedule of insurance. Please have the policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information.

For **your** protection, telephone calls may be recorded and monitored.

Understanding and using the policy

The policy is in two parts – the policy wording and the schedule. The policy wording explains what is and what is not covered, how claims are settled and other important information.

The schedule shows which Options of the policy apply, the amount insured and the premium.

Please keep the schedule with the policy wording.

A new schedule will be sent whenever a change is made to the insurance and also each year before renewal so **you** can check that the cover still meets **your** needs.

If **you** have any questions please contact us. The telephone numbers are shown on the schedule.

Once **you** receive the policy **you** have 14 days to make sure the cover is exactly what **you** need. If it isn't, please send the documents back and ask **us** to make changes. Alternatively, **you** can ask for the policy to be cancelled and receive a full refund of premium as long as no claim has been made.

The policy does not cover repairs and work necessary to maintain the home in a good condition.

You will need to make sure that the amount insured shown on the schedule are kept up to date. If the Buildings Option is chosen remember to check the amount insured if extensions or improvements such as installing double glazing, adding a fitted kitchen or conservatory are made.

If the Contents, Technology & Entertainment, Garden, Pedal Cycle or Personal Items Option are chosen remember to keep the sums insured up to date when **you** buy new items and make certain that items are insured for the correct amount at all times.

Words with special meanings

Some words have a special meaning in the policy and these are listed below. Whenever a word with a special meaning is used in the policy it will be printed in bold type.

Company/our/us/we

Underwriters shown on **your** schedule

Insurance period

The period shown on the schedule and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

You/your/policyholder

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

Your family

You or any of the following people providing they normally live with **you**:

- **your** husband, wife or partner;
- children (including foster children);
- **your** relatives;
- **your** domestic employees.

The insurance contract

This policy is a legal contract between **you** and **us**. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **you** provided when **you** applied for the insurance.

Our part of the contract is that **we** will provide the cover set out in this policy wording for:

- those Options which are shown on the policy schedule;
- the **insurance period** set out on the policy schedule.

Your part of the contract is **you** must:

- pay the premium as shown on the policy schedule for each **insurance period**;
- comply with all the conditions set out in this policy.

If **your** part of the contract is not met, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

There are conditions of the insurance that **you** or **your family** will need to meet as **your** part of this contract on page 12. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. Please take the opportunity to read the Policy Conditions.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

This policy has been issued by Underwriters as shown in **your** schedule.

Buildings Option

This Option sets out the cover provided for buildings. If this Option has been provided it will be shown on the schedule as included unless the schedule states 'Not insured under this policy'.

Buildings includes	What is not included
<p>There are 2 parts to the buildings:</p> <p>a) the buildings of the part of the home in which you live including its detached annexes, outbuildings, garages, sheds and greenhouses;</p> <p>b) the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which you live.</p> <p>Both a) and b) are at the address shown on the schedule.</p>	<p>Items covered under the Garden Option. These are trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues.</p> <p>Aerials or satellite receiving equipment.</p> <p>Any home used for any trade, professional or business purposes except clerical business use.</p> <p>Mobile homes.</p> <p>Any amount exceeding the Buildings sum insured shown on the schedule and limits shown on page 7.</p>

What is covered	What is not included
<p>Physical damage to a) & b) caused by the following:</p>	<p>The excess, this is the first part of any claim that you must pay. It applies to covers 1-5, 7-9,12,13 & 15 and is shown on the schedule.</p> <p>Damage while part a) the home in which you live:</p> <ul style="list-style-type: none"> ▪ has not been lived in by your family for more than 90 days in a row this applies to covers 4, 5, 12 and 13; ▪ is lent, let or sub-let to anyone other than your family unless force and violence has been used to get into or out of the home this applies to covers 4 and 5.
<p>1. Fire, lightning, explosion, earthquake or smoke</p>	<p>Damage by smoke from air pollution.</p>
<p>2. Storm or flood.</p>	<p>Damage caused by:</p> <ul style="list-style-type: none"> ▪ frost; ▪ damage caused by a rise in the water table (the level below which the ground is completely saturated with water) <p>Damage to fences or gates.</p>
<p>3. Riot, civil commotion.</p>	
<p>4. Malicious acts or vandalism.</p>	
<p>5. Theft or attempted theft.</p>	

<p>6. Subsidence or heave of the site on which the buildings stand or of land belonging to it, or landslip.</p> <p>Subsidence means downward movement of the site on which the buildings stand by a cause other than the weight of the buildings themselves.</p> <p>Heave means upward and/or lateral movement of the site on which the buildings stand or of land belonging to it.</p> <p>Landslip means downward movement of sloping ground.</p>	<p>The first part of any claim that you must pay is shown on the schedule as the subsidence, heave or landslip excess.</p> <p>Damage to part b) the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which you live unless part a) the home in which you live is damaged by the same cause and at the same time.</p> <p>Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of part a) the home in which you live are damaged by the same cause and at the same time.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> ■ structures bedding down or settlement of newly made up ground; ■ the coast or a riverbank being worn away; ■ or from demolition, alteration or repair to the home; ■ or from poor or faulty design, workmanship or materials; ■ sulphate reacting with any materials from which any part of the buildings is constructed.
<p>7. Falling trees or branches</p>	<p>Damage to fences or gates.</p>
<p>8. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	
<p>9. Impact involving vehicles, aircraft or anything dropped from them, or animals.</p>	<p>Damage by pets.</p>
<p>10. Alternative Accommodation.</p> <p>The cost of alternative accommodation for your family if the home is uninhabitable as a result of damage to the buildings by covers 1-9 and 12 of the Building Option, plus covers 19-21 of the Buildings Accidental Damage Option if it has been selected, we will pay the:</p> <ul style="list-style-type: none"> ■ additional cost of similar short-term accommodation including that required for any pets living with you; ■ rent you would have received but have lost including ground rent. 	<p>Any costs that you:</p> <ul style="list-style-type: none"> ■ have to pay once the home becomes habitable again; ■ agree to pay without our written permission. <p>The cost of alternative accommodation for anyone who is not a member of your family.</p> <p>Any costs arising from damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £75,000.</p>

<p>11. Fees and related costs necessarily incurred in repairing or replacing damaged parts of the buildings, provided the damage is covered under the policy and subject to our prior written agreement.</p> <p>We will pay for:</p> <ul style="list-style-type: none"> ■ architects, engineers, surveyors and legal fees; ■ the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the home; ■ the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the home are repaired or replaced. 	<p>Any fees and costs you have to pay for preparing or furthering any claim.</p> <p>Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if you were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the buildings.</p>
<p>The following physical damage applies only to part a) the home in which you live caused by the following:</p>	
<p>12. Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.</p>	<p>Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage.</p> <p>Damage to any part of the buildings by subsidence cover 6, as a result of escaping water.</p> <p>The cost of removing, repairing or replacing part a) the home in which you live in order to locate the source of the escape of water or oil.</p>
<p>13. Locks & keys. Accidental damage to the locks of, or loss of the keys to the outside doors of your home or to safes and alarms in your home.</p> <p>We will pay for the replacement of the lock mechanism or will change the locks.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Loss or damage by any process of repair or restoration.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p> <p>Any amount exceeding £1,000.</p>
<p>In addition we provide the following cover</p>	
<p>14. Legal fees to remove squatters. The cost of legal fees which you have to pay to repossess the buildings following occupation by squatters.</p>	<p>Any legal fees which you agree to pay without our written consent.</p> <p>Any amount exceeding £10,000.</p>
<p>15. Emergency Services. Damage caused by the emergency services while getting into the buildings to deal with an emergency.</p>	<p>Damage which is specifically excluded by any cover listed elsewhere in the Buildings Option.</p> <p>Any amount exceeding £1,000.</p>

<p>16. Selling the home. Cover when selling the buildings. If between the date of exchange of contracts and completion of the sale, there is damage by anything insured under covers 1-9 of the Buildings Option, the buyer shall be entitled to the benefit of this cover once the sale has been completed.</p>	<p>This cover does not apply if insurance on the buildings of the home has been arranged by or for the buyer.</p> <p>Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p>
<p>In addition we provide the following cover:</p>	
<p>17. Legal Liability as owner. The legal liability of your family as owner of the buildings and land belonging to it, to pay damages and costs to others which arise from any single event occurring during the insurance period which result in:</p> <ul style="list-style-type: none"> ▪ accidental death, disease, illness or accidental physical injury to anyone; ▪ accidental damage to physical property. <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p> <p>The most we will pay is £5,000,000, plus defence costs agreed by us in writing</p>	<p>Anything owned by or the legal responsibility of your family.</p> <p>Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you).</p> <p>Injury, death disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</p> <p>Liability arising from:</p> <ul style="list-style-type: none"> ▪ any employment, trade, profession or business of any of your family; ▪ The Party Wall etc. Act 1996. <p>Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>
<p>18. Legal liability defective premises. Legal liabilities which result from the ownership of any home previously occupied by you and insured by us and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975, as long as you do not have this cover under another policy.</p> <p>The most we will pay is £2,000,000, plus defence costs agreed by us in writing.</p>	<p>Any home in which you still hold legal title or have an interest.</p> <p>Any incident which happens more than 7 years after the last day of the last insurance period in respect of any home previously insured by us and owned and occupied by you.</p> <p>Anything owned by or the legal responsibility of your family.</p> <p>Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you).</p> <p>Liability arising from:</p> <ul style="list-style-type: none"> ▪ any employment, trade, profession or business of any of your family; ▪ The Party Wall etc. Act 1996. <p>Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>

Liability for injury or damage resulting from land or buildings of the home nearly always attaches to the occupier, rather than the owner. If **you** are the owner and occupier, insurance against **your** liability as occupier is not provided by the Buildings Option of this policy and **you** should ensure **you** have a contents insurance which will provide **you** with the occupier's liability insurance **you** require.

Buildings Accidental Damage Option

This Option can only be chosen if the Buildings Option has also been selected. The following additional cover is also provided for the buildings but only if the schedule states 'Accidental damage included'.

What is covered	What is not included
<p>Physical damage to a) & b) caused by the following:</p>	<p>The excess, this is the first part of any claim that you must pay. It applies to covers 19-21 and is shown on the schedule. Damage while part a) the home in which you live has not been slept in frequently by your family for more than 90 days in a row this applies to covers 19-21.</p>
<p>19. Accidental damage Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Damage while anyone who is not a member of your family lives in part a) unless we have been advised and have agreed to provide this Option and this cover is shown as included on the schedule.</p> <p>Accidental Damage to drains, pipes, cables and underground tanks which are used to provide services to and from the buildings, for which your family is legally responsible.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> ▪ water entering the home other than by storm or flood; ▪ mechanical, electrical or electronic fault or break down; ▪ the coast or a riverbank being worn away; ▪ sulphate reacting with any materials from which your home is built. <p>Damage caused by or from:</p> <ul style="list-style-type: none"> ▪ poor or faulty design, workmanship or materials; ▪ subsidence, heave, landslip, movement, settlement or shrinkage; ▪ demolition, alteration or repair. <p>Damage which is specifically excluded by any cover listed elsewhere in the Buildings Option.</p>

<p>20. Accidental breakage of drains and pipes and accidental damage to cables and underground tanks which are used to provide services to or from the buildings, for which your family is legally responsible.</p> <p>We will also pay the cost of breaking into and repairing the pipe, if following a blockage, normal methods of releasing a blockage between the main sewer and part a) the home in which you live are unsuccessful. Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.</p> <p>Damage to any part of the buildings by subsidence cover 6, as a result of escaping water.</p> <p>Damage caused by or from:</p> <ul style="list-style-type: none"> ▪ poor or faulty design, workmanship or materials; ▪ demolition, alteration or repair. <p>Damage caused by sulphate reacting with any materials from which your home is built.</p> <p>Damage which is specifically excluded by any cover listed elsewhere in the Buildings Option.</p>
<p>21. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of the buildings.</p>	
<p>Please remember that the Buildings Option does not include items under the Garden Option.</p>	

How to make a claim

If **you** wish to claim under this Option please follow the steps on page 59.

You should also read the claims conditions and policy & claims exclusions on pages 54-59.

Contents Option

This Option sets out the cover **we** provide for contents, unless the schedule states ‘Not insured under this policy’.

What is covered	What is not included
<p>Contents are household goods, high risk items (which are clocks, paintings, works of art, stamp and coin collections), clothing in the home, visitors contents in the home, personal documents, title deeds, office equipment, office furniture and office stationery all owned by your family or which are your family’s responsibility under contract.</p> <p>Household goods does not include items covered in the Technology & Entertainment, Personal Items, Pedal Cycles, Buildings or Garden Options.</p>	<p>Items covered under the Technology & Entertainment, Garden Option, Pedal Cycles or Personal Items Option, except for clothing in the home. Motor vehicles and children’s motor vehicles whether licensed for road use or not, mechanically propelled or assisted vehicles other than pedestrian controlled vehicles.</p> <p>Aircraft, trains and boats (other than models), gliders, hang-gliders, wet bikes, hovercraft and any other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached.</p> <p>Fixtures and fittings, business stock, money, credit, debit, cheque, charge or store loyalty cards, bankers or cash dispenser cards. Anything used for trade, professional or business purposes except office equipment, office furniture, office stationery.</p> <p>Office stationery does not include the cost of replacing paper records except for their value as stationery.</p> <p>Animals.</p> <p>Any amount exceeding the sum insured and limits shown on the schedule and on pages 7-9.</p>
<p>What are household goods? – the things you keep in the home – that you use to furnish the home and which normally stay at home – if you were to move you would normally take these items with you – for example furniture, curtains, blinds, cushions, rugs, throws, lamps, linen, pots & pans, plates, cutlery, crockery, freestanding white goods such as microwave ovens, fridges, freezers, cookers, dishwashers and washing machines.</p>	
<p>Please remember that Contents does not include items included in the Technology & Entertainment Option – aerials, cameras, digital receivers, discs, disc players and recorders, computers including notebook, laptops, desktop computers and palm tops, electronic data downloads, fax machines, film downloads, game players including hand held and consoles, games, mobile phones, music downloads, music players, music recorders, musical instruments, navigation equipment that is not permanently fixed in motor vehicles, portable media players, printers, videos, video players and recorders, satellite dishes & receivers, televisions and parts or accessories for any of them all of which are owned by your family or which are your family’s responsibility under contract. Please refer to pages 31-33 for further cover details on this Option.</p>	

Please remember that Contents does not include items included in the Personal items Option – clothing when taken outside the home, jewellery, watches, medals, and other items which **your family** normally wear or carry, credit, debit, cheque, charge, bankers or cash dispenser cards, current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, sports and camping equipment, wheelchairs or similar electric scooters specifically designed for the disabled or infirm and which are not legally required to be licensed for road use. Please refer to pages 28-30 for further cover details on this Option.

Please remember that Contents does not include items included in the Garden Option – Garden means trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues. Please refer to pages 34-35 for further cover details on this Option.

Please remember that Contents does not include items included in the Pedal Cycles Option. Please refer to pages 36-37 for further cover details on this Option.

What is covered	What is not included
Loss or damage to contents in the home at the address shown on the schedule including contents in its detached annexes, outbuildings, garages, sheds and greenhouses caused by the following:	The excess, this is the first part of any claim that you must pay. It applies to covers 1-17, 20 & 21 and is shown on the schedule. Loss or damage from the home if the home has not been lived in by your family for more than 90 days in a row this applies to covers 3, 5, 6, 7, 14 & 21.
1. Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
2. Storm or flood.	Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) Loss or damage to any moveable contents in the open.
3. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	Damage to the appliance or system which the water or oil escapes from. The cost of replacing the water or oil that has escaped.
4. Riot, civil commotion.	
5. Malicious acts or vandalism.	Loss or damage while anyone who is not a member of your family is living in the home unless force and violence has been used to get into or out of the home.
6. Theft or attempted theft using force and violence to get into or out of the home.	Any amount exceeding £7,500 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.

<p>7. Theft or attempted theft not using force and violence to get into or out of the home.</p>	<p>Loss or damage while:</p> <ul style="list-style-type: none"> ▪ anyone who is not a member of your family is living in the home unless force and violence has been used to get into or out of the home; ▪ your home is used to receive any visitors or paying guests in connection with any trade, profession or business. <p>Loss by deception unless the only deception was someone tricking their way into your home.</p> <p>Any amount exceeding £7,500 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p>
<p>8. Subsidence or heave of the site on which the buildings stand or of land belonging to it, or landslip.</p> <p>Subsidence means downward movement of the site on which the buildings stand by a cause other than the weight of the buildings themselves.</p> <p>Heave means upward and/or lateral movement of the site on which the buildings stand or of land belonging to it.</p> <p>Landslip means downward movement of sloping ground.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> ▪ solid floors moving unless the foundations of the outside walls of the home are damaged by the same cause and at the same time; ▪ structures bedding down or settlement of newly made up ground; ▪ the coast or a riverbank being worn away; ▪ demolition, alteration or repair to the home; ▪ poor or faulty design, workmanship, or materials.
<p>9. Falling trees or branches.</p>	
<p>10. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	
<p>11. Impact involving vehicles, aircraft or anything dropped from them, or animals.</p>	<p>Loss or damage by pets.</p>
<p>12. Wedding, Civil Partnership and Birthday gifts.</p> <p>For one month before and one month after the wedding, civil partnership and birthday of any of your family the sum insured for contents is increased by £5,000.</p>	<p>Loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.</p>
<p>13. Religious festivals.</p> <p>For one month before and one month after the religious festival of any of your family the sum insured for contents is increased by £5,000</p>	<p>Loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.</p>

14. Freezer food. The cost of replacing food in a freezer in the home, that has been spoiled by an accidental change in temperature.	Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to the home. Any amount exceeding £1,000.
We also provide cover for contents when they are away from the home or outside the home:	
15. Temporary removal. Loss or damage to contents caused by covers a)-i) below while they are moved temporarily away from the home to a building or residence where your family is living, working, or studying at university, college or school, or to other premises all within the British Isles.	Any amount exceeding £20,000.
a) Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
b) Storm or flood.	Loss or damage to any contents in the open.
c) Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	Loss or damage if the premises where the contents are temporarily kept are left for more than 90 days in a row without any person residing, living or working there.
d) Riot, civil commotion.	
e) Malicious acts or vandalism.	Loss or damage if the premises where the contents are temporarily kept are left for more than 90 days in a row without any person residing, living or working there.
f) Theft or attempted theft using force and violence to get into or out of the premises where the contents are temporarily kept.	Loss or damage if the premises where the contents are temporarily kept are left for more than 90 days in a row without any person residing, living or working there. Loss or damage to any contents in the open.
g) Falling trees or branches.	
h) Falling aerials or satellite receiving equipment, their fittings or masts.	
i) Impact involving vehicles, aircraft or anything dropped from them, or animals.	Loss or damage by pets.
16. Contents in the open. Loss or damage to the contents by covers a)-h) below while in the open on the land belonging to the home caused by:	Any amount exceeding £2,000.
a) Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution.
b) Storm or flood.	
c) Riot, civil commotion.	
d) Malicious acts or vandalism.	Loss or damage: <ul style="list-style-type: none"> ▪ if the home has not been lived in by your family for more than 90 days in a row; ▪ while anyone who is not a member of your family is living in the home.

<p>e) Theft or attempted theft.</p>	<p>Loss or damage while:</p> <ul style="list-style-type: none"> ■ anyone who is not a member of your family is living in the home. ■ while the home is used to receive visitors or paying guests in connection with your business.
<p>f) Falling trees or branches.</p>	
<p>g) Falling aerials or satellite receiving equipment, their fittings or masts.</p>	
<p>h) Impact involving vehicles, aircraft or anything dropped from them, or animals.</p>	<p>Loss or damage by pets.</p>
<p>17. Emergency services. We will pay for damage to the contents caused by the emergency services while getting into the home to deal with an emergency.</p>	<p>Damage which is specifically excluded by any cover listed elsewhere in the Contents Option.</p> <p>Any amount exceeding £1,000.</p>
<p>18. Alternative Accommodation. The cost of Alternative Accommodation for your family if the home is uninhabitable as a result of damage to the contents by covers 1-11 of this Option plus covers 23-27 of the Contents Accidental Damage Option if it has been selected, we will pay the:</p> <ul style="list-style-type: none"> ■ additional cost of similar short-term accommodation including that required for any pets living with you; ■ cost of temporary storage of the contents. <p>If you are a tenant this cover will be provided as long as no other insurance covers this loss.</p>	<p>Any costs you:</p> <ul style="list-style-type: none"> ■ have to pay once the home becomes habitable again; ■ agree to pay without our written permission. <p>The cost of alternative accommodation for anyone who is not a member of your family.</p> <p>Any costs arising from loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £20,000.</p>
<p>19. Tenants liability. If you are legally liable under the terms of your tenancy agreement (not as owner, leaseholder or landlord), for damage to the home we will provide covers 1-9 and 12 of the Buildings Option.</p>	<p>Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £10,000.</p>
<p>20. Tenants improvements. Damage by covers 1- 9 and 12 of the Buildings Option to fixed improvements and fixed internal decorations which you have added as a tenant of the home.</p>	<p>Damage by any cover listed elsewhere in the Buildings Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £10,000.</p>
<p>21. Locks & keys. Accidental damage to the locks of, or loss of the keys to the outside doors of your home or to safes and alarms in your home.</p> <p>We will pay for the replacement of the lock mechanism or will change the locks.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Loss or damage by any process of repair or restoration.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p> <p>Any amount exceeding £1,000.</p>
<p>In addition we provide the following cover:</p>	

<p>22. Legal Liability.</p> <p>The personal legal liability of your family:</p> <ul style="list-style-type: none"> ■ as occupier of the home and its land; ■ as individuals; ■ as an employer to any of your family's domestic employees; <p>to pay damages and costs to others which arise from any single event occurring during the insurance period which results in:</p> <ul style="list-style-type: none"> ■ accidental death, disease, illness or accidental physical injury to anyone; ■ accidental damage to physical property. <p>The most we will pay is £5,000,000, except where there is accidental bodily injury to a domestic employee where the most we will pay is £10,000,000.</p> <p>We will also pay defence costs agreed by us in writing.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Anything owned by or the legal responsibility of your family.</p> <p>Injury, death, disease or illness to any of your family (other than your domestic employees who normally live with you).</p> <p>Injury, death disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</p> <p>Liability arising from:</p> <ul style="list-style-type: none"> ■ any employment, trade, profession or business of any of your family; ■ any of your family passing on any disease or virus; ■ the ownership or use of any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs or similar electric scooters specifically designed for the disabled or infirm), whether licensed for road use or not, any boat, wet bike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models), gliders, hang-gliders, caravans or trailers; ■ any of your family owning land or buildings; ■ The Party Wall etc. Act 1996. <p>Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>
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How to make a claim

If **you** wish to claim under this Option please follow the steps on page 59.

You should also read the claims conditions and policy & claims exclusions on pages 54-59.

Please remember that Contents Option does not include items under the Personal Items, Pedal Cycles, Technology & Entertainment or the Garden Option.

Contents Accidental Damage Option

The following additional cover is also provided for contents but only if the schedule states 'Accidental damage included'. This Option can only be chosen if the Contents Option has also been selected.

What is covered	What is not included
<p>Damage to your contents caused by the following:</p>	<p>The excess, this is the first part of any claim that you must pay. It applies to covers 23, 24, 25, 26 & 27 and is shown on the schedule.</p> <p>Damage if the home has not been lived in by your family for more than 90 days in a row this applies to covers 23, 26 & 27.</p> <p>Damage while anyone who is not a member of your family lives in the home, unless we have agreed to provide the Accidental Damage Option and this cover is shown as insured on the schedule.</p> <p>Deterioration of food.</p>
<p>23. Accidental damage. Accidental damage this means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Damage by:</p> <ul style="list-style-type: none"> ▪ water entering the home other than by storm or flood; ▪ mechanical, electrical or electronic fault or breakdown; ▪ any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover
<p>24. Accidental breakage of mirrors, ceramic hobs in free standing cookers or glass which forms part of the furniture in the home.</p>	<p>The replacement cost of any part of the item other than the broken glass.</p>
<p>25. Professional removal. Accidental damage or loss while a professional removal firm is moving the contents from the home directly to your new permanent home in the British Isles.</p> <p>Accidental damage means sudden, unexpected and visible damage which has not been caused on purpose.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ by mechanical, electrical or electronic fault or breakdown; ▪ while the contents are in storage or being moved to or from storage <p>Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.</p>
<p>26. Accidental loss of liquid petroleum gas or oil at the home.</p>	<p>Loss or damage by any cover listed elsewhere in the Contents Option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £2,000.</p>
<p>27. Accidental loss of metered water at the home.</p>	<p>Any amount exceeding £5,000.</p>

How to make a claim

If **you** wish to claim under this Option please follow the steps on page 59.

You should also read the claims conditions and policy & claims exclusions on pages 54-59.

Please remember that Contents Option does not include items under the Personal Items, Pedal Cycles, Technology & Entertainment or the Garden Option

Personal Items Option

This Option sets out the cover **we** provide for **your** Personal items in or away from the home, **your** schedule will confirm the sum insured you have chosen. This Option can only be chosen if the Contents Option has also been selected.

What is covered	What is not included
<p>Personal items means clothing when taken outside the home, jewellery, watches, medals and other items which your family normally wear or carry, credit, debit, cheque, charge, bankers or cash dispenser cards, current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, sports and camping equipment, wheelchairs or similar electric scooters specifically designed for the disabled or infirm and which are not legally required to be licensed for road use all owned by your family or which is your family's responsibility under contract.</p> <p>Where you have reported your credit card, cheque card or cash dispenser card for unauthorised or fraudulent use, in most cases, you will only be liable to your bank or building society for the first £50 per card.</p>	<p>Items covered under the Contents, Technology & Entertainment, Pedal Cycles or Garden Options.</p> <p>Anything used for trade, professional or business purposes.</p> <p>Breakage of sports equipment while in use.</p> <p>Credit, debit, cheque, charge, bankers or cash dispenser cards not issued in the British Isles. Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratch cards, raffle tickets and stamps which are part of a stamp collection.</p> <p>Gliders, hang-gliders, wet bikes, hovercraft and any other mechanically propelled or assisted watercraft.</p> <p>Trailer tents.</p> <p>Any amount exceeding the Personal Items sum(s) insured shown on the schedule and limits shown on page 7-9.</p> <p>Any amount exceeding £7,500 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p>
<p>Please remember that Personal Items does not include items included in Technology & Entertainment Option - aerials, cameras, digital receivers, discs, disc players and recorders, computers including notebook, laptops, desktop computers and palm tops, electronic data downloads, fax machines, film downloads, game players including hand held and consoles, games, mobile phones, music downloads, music players, music recorders, musical instruments, navigation equipment that is not permanently fixed in motor vehicles, portable media players, printers, videos, video players and recorders, satellite dishes & receivers, televisions and parts or accessories for any of them all of which are owned by your family or which are your family's responsibility under contract. Please refer to pages 31-33 for further cover details on this Option.</p>	
<p>Please remember that Personal Items does not include items included in the Pedal Cycles Option. Please refer to pages 36-37 for further cover details on this Option.</p>	

Please remember that Personal Items does not include items included in the Garden Option – trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues.

Please refer to pages 34-35 for further cover details on this Option.

What is covered	What is not included
	<p>The excess, this is the first part of any claim that you must pay and is shown on the schedule.</p>
<p>1. Loss or damage in the British Isles and temporarily outside the British Isles for 60 days in any insurance period while in the possession of any of your family.</p>	<p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> ▪ someone aged 16 or over was in the motor vehicle; or ▪ the motor vehicle was securely locked; and ▪ force and violence were used to get into the motor vehicle; and ▪ the items stolen were out of sight in a locked boot or locked compartment. <p>Any amount exceeding £1,500 for items left in an unattended motor vehicle.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies; ▪ caused by water entering the home other than by storm or flood; ▪ from the home if the home has not been lived in by your family for more than 90 days in a row; ▪ caused by theft or attempted theft from an unlocked hotel room; ▪ if items have been outside the British Isles for a total of more than 60 days in any insurance period; <p>Loss in the home by theft, malicious acts or vandalism when the home is:</p> <ul style="list-style-type: none"> ▪ lived in by anyone other than your family; ▪ used to receive visitors or paying guests in connection with any business; unless force and violence is used to get into or out of the home. <p>Loss which results from any authorised cardholder not following the terms and conditions under which the credit card was issued.</p> <p>Use of credit cards by any of your family without the permission of any authorised cardholder.</p>

	<p>Loss of value or loss due to errors or omissions in receipts, payments or accountancy.</p> <p>Loss of money not reported to the police within 24 hours of discovery.</p> <p>Loss by deception unless the only deception is someone tricking their way into your home,</p>
<p>2. Wedding, Civil Partnership and Birthday gifts and Religious Festivals</p> <p>For one month before and one month after the wedding, civil partnership, birthday or religious festival of any of your family the sum insured for personal items is increased by 10%.</p>	
<p>Please remember that the Personal Items Option does not include items included in the Technology & Entertainment, Pedal Cycle, Garden, Contents or Buildings Options.</p>	

How to make a claim

If **you** wish to claim under this Option please follow the steps on page 59.

You should also read the claims conditions and policy & claims exclusions on pages 54-59.

Technology & Entertainment Option

This Option sets out the cover **we** provide for Technology & Entertainment equipment in or away from the home, unless the schedule states 'Not insured under this policy'. This Option can only be chosen if the Contents Option has also been selected.

What is covered	What is not included
<p>Technology & Entertainment equipment means aerials, cameras, digital receivers, discs, disc players and recorders, computers including notebook, laptops, tablet computers, desktop computers and palm tops, electronic data downloads, fax machines, film downloads, game players including hand held and consoles, games, mobile phones, music downloads, music players, music recorders, musical instruments, navigation equipment that is not permanently fixed in motor vehicles, portable media players, printers, videos, video players and recorders, satellite dishes & receivers, televisions and parts or accessories for any of them all owned by your family or which are your family's responsibility under contract.</p>	<p>Items covered under the Contents, Pedal Cycles, Personal Items or Garden Options. Motor parts or accessories other than removable entertainment and navigation equipment while removed.</p> <p>Anything used for trade, professional or business purposes (other than notebook computers, laptops, desktop computers, palm tops, faxes, printers and mobile phones).</p> <p>Any amount exceeding the Technology & Entertainment sum insured shown on the schedule and limits shown on page 7-9.</p> <p>Any amount exceeding £7,500 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p>
<p>Please remember that Technology & Entertainment does not include items included in the Personal Items Option – clothing when taken outside the home, jewellery, watches, medals, and other items which your family normally wear or carry, credit, debit, cheque, charge, bankers or cash dispenser cards, current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, sports and camping equipment, wheelchairs or similar electric scooters specifically designed for the disabled or infirm and which are not legally required to be licensed for road use all of which are owned by your family or which are your family's responsibility under contract. Please refer to pages 28-30 for further cover details on this Option.</p>	
<p>Please remember that Technology & Entertainment does not include items included in the Garden Option – trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues. Please refer to pages 34-35 for further cover details on this Option.</p>	
<p>Please remember that Technology & Entertainment does not include items included in the Pedal Cycles Option.</p> <p>Please refer to pages 36-37 for further cover details on this Option.</p>	

What is covered	What is not included
	<p>The excess, this is the first part of any claim that you must pay. It applies to covers 1-3 and is shown on the schedule.</p>
<p>1. Loss or damage in the British Isles and temporarily outside the British Isles for 60 days in any insurance period while in the possession of any of your family.</p>	<p>Loss or damage caused by</p> <ul style="list-style-type: none"> ▪ mechanical, electrical or electronic break down, delay, confiscation or detention by customs or other official bodies; ▪ theft or attempted theft from an unlocked hotel room; ▪ water entering the home other than by storm or flood. <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> ▪ someone aged 16 or over was in the motor vehicle; or ▪ the motor vehicle was securely locked; and ▪ force and violence were used to get into the motor vehicle; and ▪ the items stolen were out of sight in a locked boot or locked compartment. <p>Any amount exceeding £1,500 for items left in an unattended motor vehicle.</p> <p>Loss or damage from the home if the home has not been lived in by your family for more than 90 days in a row;</p> <ul style="list-style-type: none"> ▪ Loss or damage by theft, malicious acts or vandalism while the home is used to receive visitors or paying guests in connection with any business, unless force and violence is used to get into or out of the home. <p>Loss by deception unless the only deception is someone tricking their way into the home. Loss or damage if items have been outside the British Isles for a total of more than 60 days in any insurance period.</p> <p>The cost of replacing non-recoverable music, film or electronic data downloads.</p>
<p>2. Music, film or electronic data downloads The cost of replacing non-recoverable music, film or electronic data legally downloaded by your family, from a legitimate website following loss or damage to technology & entertainment equipment.</p>	<p>The cost of remaking or recreating any nonrecoverable music, film or electronic data. Any data not commercially available at the time of loss.</p> <p>Any amount exceeding £2,500.</p>

<p>3. Wedding, Civil Partnership and Birthday gifts and religious Festivals</p> <p>For one month before and one month after the wedding, civil partnership, birthday or religious festival of any of your family the sum insured for technology and entertainment is increased by 10%</p>	
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Please remember that the Technology & Entertainment does not include items included in the Personal Items, Pedal Cycles, Garden or Contents Options.

How to make a claim

If **you** wish to claim under this Option please follow the steps on page 59.

You should also read the claims conditions and policy & claims exclusions on pages 54-59.

Garden Option

This Option sets out the cover **we** provide for Garden items, unless the schedule states 'Not insured under this policy'. This Option can only be chosen if the Contents Option has also been selected.

If this Option is selected and is shown as included on the schedule and if the Contents Accidental Damage Option is also selected and is shown as included on the schedule **we** will automatically add Accidental Damage cover for the items covered in the Garden Option.

What is covered	What is not included
<p>Garden means trees, shrubs, plants, hedges and lawns, gardening equipment (including motorised gardening equipment) garden furniture and removable items that are normally used in the garden including play equipment, temporary gazebos, water features, statues, pots, lights and barbecues all owned by your family or which are your family's responsibility under contract.</p>	<p>Items covered under the Buildings, Contents, Technology & Entertainment, Pedal Cycles and Personal Items Options.</p> <p>Accidental damage unless the Contents accidental damage Option has been selected.</p> <p>Motor vehicles and children's motor vehicles whether licensed for road use or not, mechanically propelled or assisted vehicles, (other than garden machinery) or parts or accessories for any of them whether attached or detached.</p> <p>Anything used for trade, professional or business purposes.</p> <p>Any amount exceeding the sum insured shown on the schedule and limit on page 7-9.</p>
<p>Loss or damage to the garden and items in the garden at the address shown on the schedule including items in its detached annexes, outbuildings, garages, sheds and greenhouses caused by the following:</p>	<p>The excess, this means the first part of any claim that you must pay. It applies to covers 1-9 and is shown on the schedule.</p> <p>Loss or damage if:</p> <ul style="list-style-type: none"> ▪ the home has not been lived in by your family for more than 90 days in a row; ▪ anyone who is not a member of your family is living in the home; <p>both apply to covers 5 and 6.</p>
<p>1. Fire, lightning, explosion, earthquake or smoke.</p>	<p>Damage by smoke from air pollution.</p>
<p>2. Storm or flood.</p>	<p>Damage to trees, shrubs, plants, hedges and lawns.</p>
<p>3. Riot, civil commotion.</p>	
<p>4. Malicious acts or vandalism.</p>	
<p>5. Theft or attempted theft.</p>	<p>Loss or damage if the home and/or garden are used to receive visitors or paying guests in connection with your trade, profession or business.</p>
<p>6. Falling trees or branches.</p>	<p>Damage to shrubs, plants, hedges and lawns.</p>
<p>7. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	

8. Impact involving vehicles, aircraft or anything dropped from them, or animals.	Loss or damage by pets.
<p>9. Accidental Damage Accidental damage this means sudden, unexpected and visible damage which has not been caused on purpose.</p> <p>This cover only applies if the Contents Accidental Damage Option has been selected.</p>	<p>Damage to trees, shrubs, plants, hedges and lawns.</p> <p>Damage while anyone who is not a member of your family lives in the home, unless we have agreed to provide the Contents Accidental Damage Option and this cover is shown as insured on the schedule.</p> <p>Damage by mechanical, electrical or electronic fault or breakdown.</p> <p>Any cover listed elsewhere in the Garden Option and which is specifically excluded under that cover.</p>
In addition we provide the following cover:	
10. We will pay for the re-landscaping of your gardens at the home as a result of damage by the emergency services.	<p>Loss or damage by any cover listed elsewhere in the Garden Option and which is specifically excluded under that cover except for damage to trees, plants, shrubs, hedges and lawns.</p> <p>Any amount exceeding £5,000.</p>
<p>Please remember that the Garden Option does not include items covered under the Buildings, Contents, Technology & Entertainment, Pedal Cycles and Personal Items Options.</p> <p>Building means – the buildings of the part of the home in which you live including its detached annexes, outbuildings, garages, sheds and greenhouses, the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, fences and gates, plus statues, pergolas, gazebos, garden ponds, swimming pools and fountains that are all permanently fixed into the ground all belonging to the home in which you live. Please refer to pages 13-17 for further cover details on this Option.</p>	

How to make a claim

If **you** wish to claim under this Option please follow the steps on page 59.

You should also read the claims conditions and policy & claims exclusions on pages 54-59.

Pedal Cycles Option

This Option sets out the cover **we** provide for **your** Pedal cycles in or away from the home, unless the schedule states 'Not insured under this policy'. This Option can only be chosen if the Contents Option has also been selected.

What is covered	What is not included
<p>Pedal cycles and their accessories owned by your family or which is your family's responsibility under contract.</p>	<p>Items covered under the Contents, Personal items, Technology & Entertainment or Garden Options.</p> <p>Anything used for trade, professional or business purposes.</p> <p>Breakage of sports equipment while in use.</p> <p>Motorised pedal cycles.</p> <p>Any amount exceeding the Pedal cycles sum(s) insured shown on the schedule and limits shown on pages 7-9.</p> <p>Any amount exceeding £7,500 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p>
<p>Please remember that Pedal cycles cover does not include items included in Personal items, Technology & Entertainment or Garden options.</p>	

What is covered	What is not included
<p>Loss or damage in the British Isles and temporarily outside the British Isles for 60 days in any insurance period while in the possession of any of your family.</p>	<p>The excess, this is the first part of any claim that you must pay and is shown on the schedule.</p> <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> ▪ someone aged 16 or over was in the motor vehicle; or ▪ the motor vehicle was securely locked; and ▪ force and violence were used to get into the motor vehicle; and ▪ the items stolen were out of sight in a locked boot or locked compartment. <p>Any amount exceeding £1,500 for items left in an unattended motor vehicle.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies;

- caused by water entering the home other than by storm or flood;
- from the home if the home has not been lived in by **your family** for more than 90 days in a row; caused by theft or attempted theft from an unlocked hotel room;
- if items have been outside the British Isles for a total of more than 60 days in any **insurance period**;
- to any pedal cycle which is left unattended unless the pedal cycle is locked to an object that cannot be moved.

Loss in the home by theft, malicious acts or vandalism when the home is:

- lived in by anyone other than **your family**;
- used to receive visitors or paying guests in connection with any business; unless force and violence is used to get into or out of the home.

Loss of value or loss due to errors or omissions in receipts, payments or accountancy.

How to make a claim

If **you** wish to claim under this Option please follow the steps on page 59.

You should also read the claims conditions and policy & claims exclusions on pages 54-59.

Home Emergency Assistance

Your policy schedule will confirm if **your** policy includes Home Emergency Assistance cover.

Help when **you** need it most

Your Home Emergency Assistance is provided by DAS Legal Expenses Insurance Company Limited as a third party provider approved by Royal & Sun Alliance Insurance plc.

If **your** roof, doors or windows get damaged, or if **you** have blocked drains, burst pipes or problems with **your** main heating system, **you** will want a repair straight-away. **Our** approved contractors can come out day or night to make **your** home safe and secure and prevent more damage. If **your** home remains uninhabitable overnight following an insured incident, Home Emergency Assistance will also repay up to £250 towards the cost of suitable hotel accommodation.

We can send an approved contractor to **your** home 365 days a year, to:

- repair damage or prevent further damage to **your home**.
- make **your home** safe and secure.
- relieve unreasonable discomfort, risk or difficulty for any insured person.

Cover for expensive repair costs

Call-out charges alone can sometimes cost more than the parts needed to fix the problem. Add labour charges to that and the costs really start to mount up. Home Emergency Assistance provides up to £500 towards repair costs to **your home**. This will give **you** the peace of mind of knowing you're covered for a domestic emergency.

Approved contractors

We have access to a significant national network of carefully selected and approved contractors, so **you** can be sure that any emergency repair work will be done promptly and to the highest standards.

Act quickly after an insured incident and in any event within 48 hours of **you** becoming aware of it. Call **our** claims line on:

0800 294 2851

Policy number: TS5/6846537

This section of the policy is designed to offer 24-hour assistance within **your home** for emergencies associated with:

- Roof Damage
- Domestic Power Supply
- Plumbing and Drainage
- Main Heating System
- Toilet Unit
- Home Security
- Lost Keys

Important Information

How **we** can help

Before asking for help, please check that the problem is covered by this section of the policy. It is important that **you** contact the claims helpline as soon as possible after the home emergency and within 48 hours of becoming aware of the problem. The phone lines are open 24 hours a day, 365 days a year.

Please do not arrange for a contractor yourself, as we will not pay for this.

To claim under **your** policy, please phone **us** on **0800 294 2851** and state:

- **your** name and **your** home address including postcode;
- the nature of the problem.

When **you** have given **us** all the details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to help **you** as quickly as possible. **We** will tell **you** what to do next.

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

Please note that remote locations and bad weather may affect **our** normal standards of service.

When **we** cannot help

In a situation that could result in serious risk to **you** or substantial damage to **your home**, **you** should immediately contact the emergency services (fire, police or ambulance).

If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**. If there is an emergency relating to a service such as water or electricity, **you** should also contact any **company** responsible for supplying the service.

We will pay a claim only if **we** have given **our** agreement and only if there is someone at **home** when **our** approved contractor arrives.

Data Protection

To provide and administer this assistance insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as service providers, engineers, insurance intermediaries, insurance companies or members of the DAS UK Group.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office. address

How to make a complaint

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0844 893 9013 or email **us** at: customerrelations@das.co.uk Details of **our** internal

complaint-handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance **Company** Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England & Wales, **company**
number 103274.

Website: www.das.co.uk

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. **You** can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones).

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

DAS Legal Expenses Insurance **Company** Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

The Meaning of Words in this Section of the Policy

Wherever they appear in the Home Emergency Assistance section of the policy, the following terms have the specific meanings given below.

Emergency

The sudden or unexpected occurrence of an insured incident during the **period of cover**, which necessitates immediate corrective action to:

- (a) prevent damage or further damage to **your home**; or
- (b) make **your home** secure; or
- (c) relieve unreasonable discomfort, risk or difficulty to an **insured person**.

Home

Your principal private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must not have more than 15 rooms and must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

Hotel accommodation

The room-only cost of one night's accommodation for **insured people** if **your home** remains uninhabitable following an **emergency**. The most **we** will pay for **hotel accommodation** is £100 (including VAT) per person subject to a maximum total of £250 (including VAT).

Insured person/people

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

Main heating system

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

Period of cover

The period shown on the schedule and any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your premium.

Plumbing and drainage

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

- (a) pipes for which **your** water supply or sewerage **company** are responsible;
- (b) rainwater drains and soakaways.

You, your

The person who has taken out this policy.

Cover
(a) Your policy covers you for INSURED INCIDENTS that are sudden, unexpected, and require immediate corrective action to: <ul style="list-style-type: none"> (i) prevent damage or further damage to your home; (ii) make your home safe or secure; or (iii) relieve unreasonable discomfort, risk or difficulty to an insured person.
(b) Your policy covers you only if you have paid your premium. We agree to provide the insurance in this policy, subject to its terms, conditions and exclusions, as long as the INSURED INCIDENT happens during the period of cover.
(c) We will pay up to £500 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an INSURED INCIDENT.
(d) If your home remains uninhabitable overnight following an INSURED INCIDENT, we will pay up to £250 (including VAT) for hotel accommodation on a room-only basis for insured people.
(e) If this policy does not cover the service you need, we will try (if you wish) to arrange it at your expense. The terms of such a service are a matter for you and your supplier.

Insured incidents
1 Roof damage Any damage to the roof of your home where internal damage has been caused or is likely.
2 Plumbing and drainage Damage to, or blockage, breakage or flooding of, the drains or plumbing system that you are responsible for in your home .
3 Main heating system Sudden failure to function of the main heating system in your home .
4 Domestic power supply The failure of your home's domestic electricity, or domestic gas supply, but not the failure of the mains supply.
5 Toilet unit Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only or toilet, or of all toilets in your home . If there is at least one functioning toilet in your home , there is no cover.

6 Home security

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

7 Lost keys

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

What is NOT covered

1 A claim following an INSURED INCIDENT which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from any other related agreement.

2 An incident or matter arising before the start of this policy.

3 A claim where **your home** has been left unoccupied for 30 consecutive days.

4 A claim where **we** have given instructions relating to the help **we** are providing and the **insured person** has not followed them.

5 Costs incurred where **our** approved contractor has attended but nobody aged 18 or over was at **your home**.

6 Costs incurred before an **insured person** before we have accepted a claim.

7 A claim arising from a deliberate act or omission by an **insured person**.

8 A property that **you** rent or let or that **you** own that is not **your** main residence.

9 Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for (such as servicing of heating and hot-water systems) and the replacement of parts that tend to gradually wear out or need regular attention.

10 A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.

11 A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.

12 Damage caused where it is necessary to gain access to carry out repairs., or in reinstating the fabric of, **your home**.

13 A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel source.

14 Damage to boundary walls, gates, hedges, fences or outbuildings and damage that only affects garages.

15 The malfunction or blockage of septic tanks, cess pits or fuel tanks.

16 A claim arising from subsidence, landslip or heave.

17 Homes with more than 15 rooms.

Conditions that apply to this section of the policy

1 Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the INSURED INCIDENT.

2 An **insured person** must:

(a) keep to the terms and conditions of this section of the policy;

(b) maintain the home in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the **home**;

(c) try to prevent anything happening that may cause a claim;

(d) take reasonable steps to keep any amount **we** have to pay as low as possible.

3 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.

4 We will not pay for losses that are not directly covered by this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an INSURED INCIDENT.

5 We will not pay a claim covered under another policy. **We** will not pay a claim that would have been covered by another policy if this policy did not exist.

6 This policy is governed by the law that applies in the part of the United Kingdom of Great Britain and Northern Ireland, Channel Islands or Isle of Man where **you** normally live.

End of Home Emergency Assistance Policy Wording

Family Legal Protection

Policy Document

Your policy schedule will confirm if **your** policy includes Family Legal Protection.

Your Family Legal Protection is provided by DAS Legal Expenses Insurance Company Limited as a third party provider approved by Royal & Sun Alliance Insurance plc.

To make sure **you** get the most from **your** Family Legal Protection cover, please take time to read this section of the policy.

Online law guide and document drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on the website, www.dashouseholdlaw.co.uk. **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

Helping **you** with **your** legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0330 100 9618**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

When **you** need to make a claim

When making a claim **you** will need to quote the policy number.

Policy number: TS1/6846538

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0330 100 9618** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

Helpline services

DAS provides the Helpline services. **You** can contact **our** UK-based call centres 24 hours a day, seven days a week. To help **us** check and improve service standards, all calls are recorded, except those to the counselling service. When phoning, please tell **us your** policy number and state **you're** calling from Benenden Home Insurance.

Legal advice service **0330 100 9618**

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, **we** will call **you** back.*

Tax advice service 0330 100 9618

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

*Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will call **you** back.*

Health and medical information service 0330 100 9618

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what services are available in **your** area, including local NHS dentists.

*Health & medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will call **you** back.*

Identity theft service 0844 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am – 8pm, seven days a week.

Counselling service 0844 893 9012

We will provide **you** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer you.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

The Meaning of Words in this section of the Policy

Wherever they appear in this section of the policy, the following terms have the specific meanings given below and will be highlighted in bold.

appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

costs and expenses

(a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed in accordance with the **DAS 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 **our** agreement.

countries covered

(a) For insured incidents 2 Contract disputes, and 3 Personal injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

(b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS

DAS Legal Expenses Insurance Company Limited is a third party provider approved by Royal & Sun Alliance Insurance plc.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS LAW

DAS Law Limited and/or a **preferred law firm** provide the legal advice on behalf of DAS.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** 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).

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 criminal cases, the date **you** began, or are alleged to have begun, to break the law.

(c) For insured incident **6 Tax protection**, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

identity theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

period of insurance

The period shown on the schedule and any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your premium.

preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS 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 **we** have 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%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

What is insured

We agree to provide the insurance described in this section of the policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, 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 will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

What **we** will pay

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**
- (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, **we** 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, **we** 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

- (a) 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 **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (b) The first £250 of any claim for legal nuisance or trespass. **You** must pay this as soon as **we** accept the claim.

Insured incidents

For advice or to make a claim 0330 100 9618	
What is covered Please also refer to what is insured under this section of the policy	What is not included Please also refer to the policy exclusions for this section of the policy.
1 Employment disputes A dispute relating to your contract of employment.	A claim relating to the following: (a) employer's disciplinary hearings or internal grievance procedures (b) any claim relating solely to personal injury (c) a compromise agreement while you are still employed.

<p>2 Contract disputes A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for: (a) buying or hiring in goods or services (b) selling goods.</p> <p><i>Please note that:</i> (i) you must have entered into the agreement or alleged agreement during the period of insurance, and (ii) the amount in dispute must be more than £250.</p>	<p>A claim relating to the following: (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT) (b) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim) (c) a dispute arising from any loan, mortgage, pension, investment or borrowing (d) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters. (e) a motor vehicle owned by or hired or leased to you.</p>
<p>3 Personal injury A specific or sudden accident that causes your death or bodily injury to you.</p>	<p>A claim relating to the following: (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) defending your legal rights, but we will cover defending a counter-claim (d) clinical negligence.</p>
<p>4 Clinical negligence An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.</p>	<p>A claim relating to the following: a) the failure or alleged failure to correctly diagnose your condition (b) psychological injury or mental illness that is not associated with you having suffered physical bodily injury.</p>

<p>5 Property protection</p> <p>A civil dispute relating to your principal home, or personal possessions, that you own, or are responsible for, following:</p> <p>(a) an event which causes physical damage to such property but the amount in dispute must be more than £250</p> <p>(b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it)</p> <p>(c) a trespass.</p> <p><i>Please note that you must have established the legal ownership or right to the land that is the subject of the dispute.</i></p>	<p>A claim relating to the following:</p> <p>(i) a contract you have entered into</p> <p>(ii) any building or land except your main home</p> <p>(iii) 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</p> <p>(iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage</p> <p>(v) mining subsidence</p> <p>(vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession)</p> <p>(vii) the enforcement of a covenant by or against you.</p> <p>(b) Defending a claim relating to an event that causes physical damage to property, but we will cover defending a counter-claim.</p> <p>(c) The first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.</p>
<p>6 Tax protection</p> <p>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.</p>	<p>(a) Any claim if you are self-employed, or a sole trader, or in a business partnership.</p> <p>(b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.</p>
<p>7 Jury service and court attendance</p> <p>Your absence from work:</p> <p>(a) to attend any court or tribunal at the request of the appointed representative</p> <p>(b) to perform jury service</p> <p>(c) to carry out activities specified in your identity theft action plan under insured incident 9 Identity theft protection.</p> <p>The maximum we will pay is your net salary or wages for the time that you are absent from work less any amount the court gives you.</p>	<p>Any claim if you are unable to prove your loss.</p>
<p>8 Legal defence</p> <p>Costs and expenses to defend your legal rights if an event arising from your work as an employee leads to</p> <p>(a) you being prosecuted in a court of criminal jurisdiction</p> <p>(b) civil action being taken against you under:</p> <ul style="list-style-type: none"> ■ discrimination legislation ■ section 13 of the Data Protection Act 1998 	<p>A claim relating to you driving a motor vehicle.</p>

<p>9 Identity theft protection</p> <p>(1) Following a call to the identity theft helpline service we will assign a personal caseworker who will provide phone advice and a personal action plan to help regain your identity.</p> <p>(2) If you become a victim of identity theft, we will pay the costs you incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. We will also pay the cost of replacement documents to help restore your identity and credit status.</p> <p>(3) Following your identity theft we will pay:</p> <p>(a) legal costs to reinstate your identity including costs for the signing of statutory declarations or similar documents</p> <p>(b) legal costs to defend your legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to identity theft</p> <p>(c) loan-rejection fees and any re-application administration fee for a loan when your original application has been rejected.</p> <p>Please note that:</p> <p>(i) you must notify your bank or building society as soon as possible</p> <p>(ii) you must tell us if you have previously suffered identity theft, and</p> <p>(iii) you must take all reasonable action to prevent continued unauthorised use of your identity.</p>	<p>A claim relating to the following:</p> <p>(a) fraud committed by anyone entitled to make a claim under this policy</p> <p>(b) losses arising from your business activities.</p>
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Exclusions relating to this Section of the Policy

We will not pay for the following:

1. Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2. Costs **we** have not agreed

Costs and expenses incurred before **our** 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 **we** have not agreed

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5. Defamation

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

6. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

7. Judicial review

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

8. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in person

Any claim where **you** are not represented by a law firm, barrister or tax expert.

Conditions relating to this Section of the Policy

1. **Your** legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer 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** or **our** in-house lawyer 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, **we** 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 **DAS Standard Terms of Appointment**.

- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

- (a) **You** must co-operate fully with **us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** 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) **We** 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.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4. Assessing and recovering costs

- (a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask 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 **us** 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 **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If **you** settle or withdraw a claim without **our** 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

We may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** 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 **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman

Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

You must:

- (a) keep to the terms and conditions of this section of the policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Fraudulent claims

We will, at **our** discretion, void this section of the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

11. Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

12. Other insurances

If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

Data Protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send the information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** DAS Head Office address.

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address:

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

Registered in England and Wales, number 103274.

Or **you** can phone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

You can also contact them on: **0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk**
Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806 | Wolverhampton | WV1 9WJ. **You** can also contact them on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action.

End of Family Legal Protection Policy Wording

Conditions and Exclusions

Policy Exclusions

These exclusions apply to all the Options of the Home Insurance policy.

This insurance does not cover:

Wear and tear

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, viruses, disease, depreciation, repairs necessary in the normal course of maintenance, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

Existing and deliberate damage

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **insurance period** starts or caused deliberately by **your family**.

Illegal activities

Any direct or indirect loss or damage caused as a result of the buildings being used for illegal activities.

Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Date change and computer viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses;

but any claim for legal expenses / benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer. Microchips include

integrated circuits and microcontrollers.

- Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and, which occurs during any **insurance period**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Radioactive contamination

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purposes of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

Policy Conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** might be invalid.

Taking care

Your family must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

Changes in **your** circumstances

Using the address on the front of the schedule, **you** must tell **us** within 30 days as soon as **you** know about any of the following changes:

- **you** are going to move home permanently;
- someone other than **your family** is going to live in the home;
- the home is going to be used for short periods each week or as a holiday home;
- **your** home is going to be unoccupied. For the purpose of this condition unoccupied means **your** home is going to be left without any occupants for more than a total of 90 days in any **insurance period**
- work is to be done on the home which is not routine repair, maintenance or decoration, for example, any structural alteration or extension to the home;
- the number of bedrooms in the home has changed;
- **you** or any member of **your family** has received a conviction for any offence except for driving;
- any part of the home is going to be used for any trade, professional or business purposes;

There is no need to tell **us** about trade, professional or business use if:

- the trade, professional or business use is only clerical; and
- **you** do not have staff employed to work from the home; and
- **you** do not have any visitors to the home in connection with **your** trade, profession or business; and
- **you** do not keep any business money or stock in the home.
- any increase in the value of **your** items or the rebuilding cost of **your** Buildings.

We may reassess **your** cover, terms and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid and **you** may not be entitled to a refund of premium.

Fraud

If dishonesty, exaggeration or false documentation is used by **your family** or anyone acting on behalf of **you** or **your family** to obtain or support:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

Financial sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address.

Transferring **your** interest in the policy

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

Cancelling the policy

If **you** wish to cancel **your** policy please write to **us** at the address or call the number shown on **your** schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **insurance period**.

Cancellation by **you** within the first 14 days

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, **we** will refund the premium provided no claim has been made during the current **insurance period**.

Cancellation by **you** after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claim has been made during the current **insurance period**.

Where **we** cancel **your** policy

Please also refer to the Fraud condition on page 56 of this policy and to the Changes in Circumstances condition on page 56 of this policy.

We may also cancel the policy where **we** have identified serious grounds, such as;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

we will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days' notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claim has been made during the current period of insurance.

Where **we** have agreed to **you** paying **your** premium by monthly installments, then in the event that there is a default in the installments due under the payment schedule, **we** reserve the right to cancel **your** policy by giving **you** 7 days notice at **your** last known address and **you** will no longer be insured by **us**.

If **your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the installments due under the payment schedule, **we** reserve the right to also terminate that linked loan agreement.

Cancelling the monthly premium instalment agreement

Your policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period. **You** may have asked and **we** may have agreed for **your** annual premium to be paid on a monthly basis by instalments.

Where **we** have agreed to **you** paying **your** premium by monthly installments, then in the event that there is a default in the installments due under the payment schedule, **we** reserve the right to cancel **your** policy by giving **you** 7 days notice at **your** last known address and **you** will no longer be insured by **us**.

If **you** want to cancel **your** schedule of payments but not **your** policy, **you** must contact **us** at the address given on the front of **your** schedule. **We** can then tell **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then all cover under **your** policy will be cancelled from this date.

Claims Conditions

These are the claims conditions **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 59.

You should also check the information on 'How **we** settle claims' for each Option of **your** policy which covers the loss or damage, e.g. contents, buildings.

What **you** must do

If **you** or **your family** are the victim of theft, riot, a malicious act or vandalism, or if **you** or **your family** lose something away from the **home**, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in the case of riot tell **us** immediately.

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **your family** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
- purchase dates of lost or damaged items;
- for damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must provide **us**, at **your** own expense, with any information and assistance **we** may require about any claim. **You must help us to take legal action against anyone or help us defend any legal action if we ask you to.**

When **you** call **us we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

How to make a claim – refer to **your** schedule for the number to call

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that maybe required concerning the cause and value of any claim. Ideally, as part of the initial notification, **we** will need to know:

- **Your** name, address, home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy cover and claim value.

We may, ask for additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

How **we** settle claims

Matching items

We will not pay for:

- any loss of value to undamaged items in a matching set as a result of another item in the set being lost or damaged;
- replacing or changing undamaged items which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area. For example each separate item of a matching set of sanitary fittings, fitted kitchen units, matching sofas and chairs or other fixtures and fittings is regarded as a single item. Each separate item of a matching set is regarded as a single item.

We will only pay for lost or damaged items and not for the cost of replacing, recovering or remodeling undamaged pieces, or pieces which have not been lost or damaged.

Where **you** have to pay an excess this will be taken off the amount of **your** claim.

How **we** settle claims for Buildings

1. We will pay for the cost of work carried out in repairing or replacing the damaged parts of your buildings and agreed fees and related costs.'

The amount we will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by our nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors.

If the repair or replacement is not carried out, we will pay the lesser of:

- The decrease in market value of your buildings due to the damage
- The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by our preferred suppliers and insured under the Buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

2. Where an excess applies, this will be taken off the amount of your claim.

3. If your buildings have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all your buildings in the same way, size, style and appearance as when they were new, including fees and related costs, we will pay the cost of repairing or replacing the damaged parts of your buildings and we will, where appropriate, take off an amount for wear and tear.

4. The most we will pay for any one claim, including fees and related costs, is the amount it will cost us to repair the damage to your buildings in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on your schedule.

We will not pay for:

- Loss of value resulting from repairs to or replacement of damage to your buildings;
- Replacing or changing undamaged parts of your buildings which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

How **we** settle claims for Contents, Personal Items, Technology & Entertainment, Pedal Cycles and Garden Options.

- Where the damage can be economically repaired **we** will pay the cost of repair
- Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality
- Where **we** are unable economically to repair or to replace an item of similar quality, **we** will agree a case payment with **you** based on the replacement value.
- Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a case settlement, then the amount will not normally exceed what **we** would have paid our preferred supplier.

We will not pay for any loss of value to any item which **we** have repaired or replaced.

The most **we** will pay for any one claim is the amount it will cost **us** to replace **your** items insured under the Options **you** have selected as new but not more than the sum insured or any limits shown on the schedule or in this policy wording.

If loss or damage happens and the sum insured on the schedule is less than the cost of replacing **your** items as new **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

No claims discount

This part of the policy explains how No claim discount works and only applies if 'No claim discount' is shown on **your** schedule.

If no incident occurs during the **insurance period** which results in a claim under the Buildings, Contents, Personal Items, Technology & Entertainment, Pedal Cycle or Garden Options **your** No claim discount will increase at the renewal of the policy.

For each incident that occurs during the **insurance period** which results in a claim under the Buildings, Contents, Personal Items, Technology & Entertainment, Pedal Cycle or Garden Options, **your** No claim discount may reduce at the renewal of the policy.

You cannot transfer **your** No claim discount to anyone else.

How to make a Complaint

Complaints procedure

We are committed to going the extra mile for **our** customers and wherever possible, exceeding their expectations.

We promise to:

- Acknowledge your complaint promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint fairly
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If **your** complaint relates to **your** policy then please contact the sales and service number

shown in **your** schedule. If **your** complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve **your** concerns on an informal basis, within three business days. Where **we** have been able to, **we** will send you a letter confirming this. We'll also explain how **you** may be able to refer the matter to the Financial Ombudsman Service if **you** subsequently decide that **you** are unhappy with the outcome.

Step 2

In the unlikely event that **we** are unable to resolve your concerns through our informal complaints process, **our** Customer Relations Team will then review the matter. Once **our** Customer Relations Team have reviewed **your** complaint they will send **you** a final decision in writing within 8 weeks of the date **we** received **your** complaint.

How to contact us

Customer Relations can be contacted by:

Telephone: 0800 414 8556

Write: Complaints Department
PO Box 5733
Southend on Sea
Essex
SS1 2ZP

Email: benendenenquiries@benendenhome.co.uk

If you are still unhappy

If **you** are still unhappy after **our** Customer Relations Team's review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have 6 months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank **you** for **your** feedback

We value **your** feedback and at the heart of **our** brand **we** remain dedicated to treating **our** customers as individuals and giving them the best possible service at all times. If **we** have fallen short of this promise, **we** apologise and aim to do everything possible to put things right.

For **your** protection, telephone calls may be recorded and monitored.

How we use your Information

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance (RSA) Insurance plc, we provide commercial and consumer insurance products and services under a number of brands, such as MoreTh>n. We also provide insurance services in partnership with Benenden.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as “special categories of personal data”.

For marketing, you will always be given a choice over the use of your data.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our “legitimate interests”. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

Where possible, we’ll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of

- processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you’ll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly,

except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Making a change to **your** policy or renewing?

0800 414 8556

Lines are open between 8am and 7pm,
Monday to Friday (except bank holidays),
9am to 5pm Saturdays.

Making a home insurance claim?

Check **your** schedule of insurance to see
who to call.

To make a Home Emergency Claim call:

0800 294 2851

Lines open 24/7.

To make a Legal Expenses Claim call:

0330 100 9618

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