

Home Insurance

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Introduction

Thank you for purchasing a Geo Private Clients Household Policy. This is your policy booklet which should be read alongside your most recent policy schedule including any endorsements. Together these documents form the contract between you and the insurers and sets out the cover as well as any conditions you must comply with.

This Policy of Insurance is issued in accordance with the authorisation granted to Geo Private Clients by MS Amlin. The Geo Private Client policy is underwritten by Lloyd's Syndicate 2001, managed by Amlin Underwriting Limited through its service company Amlin UK Limited. Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 02739220.

Registered office:
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AG

Geo Private Clients is a trading name of
Geo Underwriting Services Limited,
Registered in England No. 4070987.

The Registered Address is
Towergate House
Eclipse Park
Sittingbourne Road
Maidstone
Kent
ME14 3EN

Geo Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400

Providing you with an outstanding service is always our primary concern and something that we will continually strive to achieve.



Paul Dilley
CEO Geo Private Clients
for and on behalf of insurers

In arranging your insurance you will have been asked a number of questions which you were required to answer. You must take reasonable care to ensure that you have answered all

these questions honestly, to the best of your knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of your knowledge, then your policy may be cancelled or your claim rejected or not fully paid. You may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

The insurers will provide the insurance described in this policy during the period of insurance as detailed in the schedule.

Please check your policy documents carefully to make sure that they provide the cover you need.

This policy is a legally-binding contract of insurance between you and the insurers. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the policy documents carefully and keep it in a safe place. It is important that:

- you check that the information contained in the schedule is accurate and that the schedule reflects the coverage Sections you have requested;
- you notify your broker of any inaccuracies in the information contained in the schedule, or of any changes to that information;
- you take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair; and
- you comply with obligations under “Your duties” on page 3.

Please contact your broker as soon as reasonably possible if this document is not correct or if you would like to ask any questions.

Failure to comply with the above could result in you not receiving payment for a claim, a claim being reduced or you losing all right to the cover under the insurance contract.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. (LSW 1001)

Your duties

While your broker can guide you, it is your responsibility to make sure that the amount of insurance cover you buy represents the full value of your property. You must therefore keep the sums insured at a level which represents the full value of the property.

Full value should represent the following:

- For buildings – the full rebuilding cost including additional rebuilding expenses;
- For contents – the current cost as new; and
- For valuables, antiques and works of art, gold and silver – the current market value.

(see definitions on page 8)

Changing your details

You must tell your broker as soon as reasonably possible about any changes that may affect your policy cover. If your broker is not advised of any changes to your circumstances, then your policy may be cancelled, or your claim rejected or not fully paid.

The changes that you should tell your broker about include, but are not limited to:

- If you change your insured address;
- If you change your name;
- If you change your occupation(s), or the trade in which you work;
- If the property is used for business and the type of business use;
- If the property is no longer your main residence;
- If the property is let or sublet;
- If there are paying guests or lodgers;
- If the number of consecutive days that the property is unoccupied increases;
- If the property becomes permanently unoccupied (i.e. not lived in, or intended to be lived in or insufficiently furnished for normal living purposes);
- If you are convicted of a criminal offence (other than motoring offences);
- If you become bankrupt;
- If the full rebuilding cost of your property changes (if you have buildings insurance with us);
- If the contents or personal possessions sum insured changes (if these sections are insured under this policy);

- If there are any renovations or building works being carried out, or due to commence, at your home;
- If the type of locks or alarm should change, or if you no longer have an alarm maintenance contract in force;
- If the property is no longer self-contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, i.e. cracking;
- If you have made a claim under any other Home policy that is not provided by us;
- If you have any other insurance policy refused, declined, cancelled or voided.

When you tell your broker about a change, we will reassess the premium and the terms of your policy. You will be informed of any revised premium or terms and asked to agree before any change is made.

In some circumstances the insurers may not be able to continue your policy following the changes. If this is the case, you will be notified and the policy will be cancelled in line with the cancellation rights and cooling off period on pages 3 and 4.

Renewal of this insurance

When your policy is due for renewal, we may offer to renew it for you automatically. This would mean you do not need to confirm your intention to renew before this policy ends. If we offer to do this for you, your broker will contact you in good time before the period of insurance ends with full details of your next year's premium and policy terms and conditions. If you do not want to renew this policy, please contact your broker before the renewal date. Occasionally, we may not be able to offer to renew your policy. If this happens, your broker will contact you in good time before the expiry of your policy to allow enough time for you to make alternative insurance arrangements.

Cancellation rights and cooling off period

- a) You have the right to cancel your policy during a period of 14 days after the later of the day cover commences or the day on which you receive your policy documentation. In such circumstances you will be entitled to a full

refund of the premium paid provided you have not made a claim.

Where you cancel your policy outside the 14 day cooling off period you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered provided you have not made a claim or there has not been an event that could result in a claim. This will be calculated on a pro-rata basis for the period in which you received cover.

To exercise your right to cancel, please contact your broker.

- b) We or your insurer (or any agent your insurers appoint and who acts with their specific authority) may cancel this policy by sending 14 days notice to your last known address, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover.

Financial Services Compensation Scheme

Geo Private Clients and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS website fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU
Telephone: 0800 678 1100

Choice of law

The law of England and Wales will apply to this contract unless:

- 1) You and the insurers agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that territory will apply.

How to make a claim

The insurers aim to provide a first class claims service. Your claim will be handled promptly and with due care and professionalism. The insurer will also ensure you are kept informed of the progress of your claim.

In the event of a claim or possible claim under this insurance please call:

- 01245 396482 for household claims under Section One to Five;
- 0117 933 0676 for Legal Protection claims under Section Six;
- 0800 917 0814 for Home Emergency claims under Section Eight;
- 0330 1028 213 for Cyber claims under Section Nine.

The procedures differ across the sections of this policy in order to reflect the different types of claim you might have and services that you may need.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date, and to keep any premiums paid.

Please also refer to “Special Condition’s” within; Section Six - Legal Protection, Section Eight - Home Emergency and Section Nine - Cyber on pages 38, 45 and 52 respectively.

Complaints

We are committed to giving you a first class service at all times and will make every effort to meet the high standard we have set. If you feel that we have not attained the standard of service that you would expect or if you are dissatisfied in any other way, then this is the procedure you should follow:

If your complaint is about the service you received from your broker you should direct your complaint to them. If your complaint is about Legal Protection and Helplines, Home Emergency or Cyber please refer to pages 41, 46 and 53 respectively for their complaints procedure.

If your complaint is about the services provided to you by Geo Private Clients, then you should contact:

The Managing Director
Geo Private Clients
The Octagon
Middleborough
Colchester
CO1 1TG
Telephone: 0330 123 3125

If your complaint should be dealt with by another party, we will refer it to that party but will advise you when this occurs.

Having contacted us, if you are still not satisfied with the way a complaint has been dealt with, you should refer your case to the Complaints Department at Lloyd's.

The address is:

Complaints Department
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
ME4 4RN

If you remain dissatisfied after Lloyd's has considered your complaint, or if you have not received a written final response within eight weeks from the date your complaint was received, you may be entitled to refer your complaint to the Financial Ombudsman Service who will independently consider your complaint free of charge. Their contact details are:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 0234567
Mobile: 0300 1239123
Outside UK: +44 (0) 20 7964 0500
Fax: +44 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

Please note:

- You must refer your complaint to the Financial Ombudsman Service within six months of the date of our final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Alternatively, if you are a private individual and you have bought a product or service online you may have the right to register your complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect your complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>.

Whilst Geo Private Clients and the insurers of this policy are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Geo Underwriting Services Limited (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.co.uk or in writing to

The Data Protection Officer
care of the office of the Chief Information Officer
The Ardonagh Group
55 Bishopsgate
London
EC2N 3AS

Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in

line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area (“EEA”). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer’s Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you. This may result in the products and services which we supply, no longer being available to you. Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website www.ico.org.uk

Rights of Third Parties

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

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Sanction

This policy will not provide any insurance cover or benefit, and your insurers will not pay any sum, if doing so would mean that they are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to them.

Tax

There may be circumstances where taxes may be due that are not paid via us. If this occurs then it is your responsibility to ensure that these are paid directly to the appropriate authority.

General Definitions

Definitions

The words defined below will have the same meaning wherever they appear throughout this policy where they will be highlighted by the use of bold print. Alternative definitions will be stated within any section that has differing or new definitions to the ones stated below.

Additional rebuilding expenses

Architects' fees, surveyors' fees, consulting engineers' fees, land agents' fees and legal fees, the cost of removing debris and making the **buildings** safe; and costs **you** are responsible for to meet any government or local authority requirements following **damage** to the **buildings** which is covered under Section One – **Buildings**.

Antiques and works of art

Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, books, manuscripts, photographs, objets d'art, china, glass, porcelain, statues and sculptures inside and outside **your home**, rugs, tapestries, wine, specified stamp and coin collections, clocks, barometers and all other collectable property owned by **you** or for which **you** are legally responsible and which is not business property.

Broker

The person, people or company who arranged this insurance for **you**.

Buildings

The **home** and **tenant's improvements** including:

- fixtures and fittings attached to **your home** (including radio and television aerials, satellite dishes, their fittings and masts, external lighting, surveillance equipment, alarm systems and solar panels attached to the **home**);
- fixed water tanks, apparatus and pipes;
- underground service pipes and cables, sewers, drains and septic tanks supplying **your home**; and
- permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind

turbines used for domestic purposes. Owned by **you** or for which **you** are legally responsible within the **premises**.

Computer viruses

Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.

Contents

Household goods and personal possessions, which belong to **you** or for which **you** are legally responsible.

Contents includes:

- **money** and **credit cards**;
- unspecified stamps and coin collections;
- deeds and registered bonds;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**;
- fridge and freezer contents;
- garden furniture and items normally kept outdoors;
- guns;
- furs;
- **home office equipment**; and
- tenants' fixtures and fittings; and
- domestic oil, metered water, gas and liquefied petroleum gas.

Contents does not include:

- motor vehicles (other than domestic garden machinery, power assisted pedal cycles, and quad bikes used within the **premises**, golf buggies, non-motorised trailers and vehicles used to assist disabled persons which are not required to be registered for road use);
- caravans or their accessories;
- any living creature, pet or livestock;
- plants or trees;
- aircraft;
- watercraft (other than manually operated rowing boats, punts or canoes, sailboards or dinghies including their accessories);

- any part of the **buildings**; other than radio and television aerials, satellite dishes, their fittings and masts which are attached to **your home**;
- any property held or used for business purposes other than **home office equipment**.

Credit cards

Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards.

Credit cards does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services;
- credit cards used for or held for any trade, business or professional purposes.

Damage

Physical damage to or destruction of property.

Domestic employees

Any person working for **you** in connection with domestic duties who is:

- Employed by **you** under a contract of service; or
- Self-employed and working on a labour-only basis under **your** control or supervision.

Endorsement

A change in the terms and conditions of the policy.

Excess

The first part of each claim which **you** must pay.

Gold and Silver

Items made of **gold**, platinum, pewter and silverware including plate.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by the swelling of the ground.

Home

The private dwelling, the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Home Office Equipment

Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your home**, owned by **your** business or for which **your** business is legally responsible.

Insurer

Lloyd's Syndicate 2001, managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.

Landslip

Movement of land down a slope.

Money

All of the following held or used for private domestic purposes:

- Current legal tender, cheques, postal and money orders;
- Postage stamps not forming part of a stamp collection;
- Savings stamps and savings certificates, travellers' cheques;
- Premium bonds and gift tokens; and
- Travel tickets.

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule**.

Permanent Physical Injury

Loss by physical separation of an arm or hand or a leg at or above the ankle;

- Permanent loss of use of a complete arm, foot or leg; or
- Loss of sight resulting in the injured person being eligible for certification as registered blind; occurring during the **period of insurance**.

Premises

The address which is named in the **schedule**.

Schedule

The **schedule** is part of the insurance contract and contains details of **you**, the **premises**, the **sums insured**, the **period of insurance** and the operative sections of this insurance and any **endorsements** which apply.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Sum Insured

The amount shown in this policy document is the most that will be paid for claims resulting from one incident unless otherwise stated in the policy **schedule**.

Tenant's improvements

Alterations and decorations, which have been made by **you** or a previous occupier, that are not insured under any other insurance.

Terrorism

Any act(s) including but not limited to:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means; and
- putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

When the **premises** have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.

Valuables

- Jewellery, including unset precious or semi-precious stones; and
- Watches.

Vermin

Brown or black rats, house or field mice and wasps' or hornets' nests.

We, us or our

Geo Private Clients (a trading name of Geo Underwriting Services Limited).

You/Your

The person or people named in the **schedule** as the Insured and all permanent members of **your home** (including resident **domestic employees** and those in full-time education living away from home).

General Exclusions

a) Building Works

Your insurer will not pay for loss, **damage** or liability caused by building works over £100,000 in value that take place at **your home** unless **you** notify **your broker** at least 30 days before the building works begin.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell **your broker** at least 30 days before the building works begin.

Failure to notify **your broker** may result in any claim **you** make in relation to loss, **damage** or liability caused by the **building** works not being covered.

b) Biological, chemical, radioactive or nuclear contamination

Your insurer will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; and
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

Your insurer will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

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

c) Electronic data

Your insurer will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;

a. **computer viruses**, erasure or corruption of electronic data; or

b. the failure of any equipment to correctly recognise the date or change of date.

d) Existing, deliberate and indirect damage

Your insurer will not pay for loss or **damage**:

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf; unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

e) War

Your insurer will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

f) Pollution

Your insurer will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware, or when **you** ought to have become aware, of such leakage.

General Conditions

a) Building Works

You must tell **your broker** at least 30 days before **you** start any building works over £100,000 in value. When **we** receive this notice **we** have the option to change the conditions of this insurance. If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works **you** must tell **your broker** at least 30 days before the building works begin. Failure to provide **us** with prior notification may result in **your** policy being cancelled back to when the works commenced.

b) Policy Coverage

Your insurer will treat each **home** included under this insurance as if separately insured.

c) Index-linking

Each month **we** will link the **sums insured** in Section One - (**Buildings**) and Section Two - (**Contents**) to the relevant indexes below.

Section One – **Buildings** The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors or a similar index **your insurer** has appropriately chosen.

Section Two – **Contents** The Consumer Durables Section of the General Index of Retail Prices or a similar index **your insurer** has appropriately chosen.

Your insurer will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new **sums insured**. For **your** protection, if the index falls below zero, **your insurer** will not reduce the **sums insured**.

d) Other insurance

If there is any other insurance covering the same claim, or would have covered the claim in the absence of this policy, **your insurer** will not make any payment under Section Four Accidents to **Domestic Employees** or Section Five Legal Liability to the Public until all cover under that other insurance is exhausted.

This clause does not apply to Section Two N) -Fatal Injury on page 22.

e) Excess

Unless otherwise stated on **your schedule**, the following **excesses** apply for each and every loss.

Section	Applicable excess
Section One – Buildings	£1,000 for subsidence, landslip or heave ; Nil for lock replacement; £250 for all other claims.
Section Two – Contents	Nil for lock replacement, fatal injury, hole in one cover or freezer contents; £250 for all other claims.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	£250 for all claims.
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Protection	£250 in respect of property protection.
Section Seven – Helplines	Nil
Section Eight – Home Emergency	Nil
Section Nine – Cyber	£500 for all claims.
Section Ten – DynaRisk Cyber Score Pro	Nil

General Conditions continued

f) Excess Waiver

If a claim is more than £10,000, **your insurer** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as shown in **your schedule** or **you** are claiming as a result of **subsidence, heave** or **landslip**. If **you** claim for the same event under more than one Section, **your insurer** will only deduct one **excess** and this will be the highest applicable **excess**.

Section One

Buildings

Covering the **home** and **tenant's improvements** as defined in this policy.

This cover is an Optional section of cover. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage.</p>	<p>Your insurer will not pay for:</p> <ul style="list-style-type: none"> a) loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. warping, shrinking or normal settlement or collapse; ii. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually; iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials; iv. dryness, dampness, extremes of temperature or exposure to light; v. chewing, scratching, tearing or fouling by your domestic pets; vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) loss or damage to gates, fences and hedges caused by storm, flood or weight of snow. c) the cost of general maintenance, electrical or mechanical faults or breakdown. d) loss or damage caused by frost other than to fixed water tanks, apparatus or pipes. e) loss or damage while the buildings are unoccupied unless the loss or damage is caused by: <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip.

Section One – Buildings continued	
What is covered	What is not covered
	<p>f) loss or damage caused by subsidence, heave or landslide:</p> <ul style="list-style-type: none"> i. to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event; ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event; iii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; iv. due to faulty design, faulty workmanship or faulty materials; or v. as a result of the coast or riverbank wearing away. <p>g) loss or damage caused by frost to permanently installed hot tubs.</p> <p>h) loss or damage where you sign an agreement with a contractor which needs specific or joint insurance without obtaining our agreement first.</p>
This Section of the insurance also covers	Your insurer will not pay
<p>A) Alternative Accommodation and Rent</p> <p>If there has been damage to your buildings covered under Section One or the local authority prevents you from living in your home because of loss or damage to a neighbouring property your insurer will pay:</p> <ul style="list-style-type: none"> a) Loss of rent due to you and ground rent payable to you which you cannot recover; b) The extra costs of other accommodation for you and your domestic pets and horses as similar to your existing accommodation as possible. 	<ul style="list-style-type: none"> a) for loss of rent for more than 3 years; b) for the extra costs of other accommodation for more than 3 years. If you claim for costs of other accommodation under Sections One and Two, your insurer will not pay for costs of other accommodation for a period of more than 3 years in total.
<p>B) Trace and Access</p> <p>The cost of finding the source of any water, oil, gas or liquefied petroleum gas which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of your home for which you are legally responsible.</p>	<p>more than £100,000 during the period of insurance.</p>

Section One – Buildings continued	
This Section of the insurance also covers	Your insurer will not pay
<p>C) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas</p> <p>Up to £5,000 during the period of insurance for accidental loss of domestic heating oil, gas or liquefied petroleum gas.</p>	<p>more than £5,000 in total if you claim under Sections One and Two.</p>
<p>D) Increased Metered Water Charges</p> <p>Up to £10,000 during the period of insurance for increased metered water charges you have to pay after water escapes which gives rise to a claim your insurer accepts under Section One.</p>	<p>more than £10,000 in total during the period of insurance if you claim under Sections One and Two.</p>
<p>E) Garden and Trespass Cover</p> <p>Costs to restore your garden following loss or damage by fire, lightning, explosion, earthquake, collision by vehicles, aircraft and other flying devices, theft or attempted theft, or damage caused by people acting maliciously or the emergency services or any unlawful trespass.</p>	<p>a) for more than £1,000 for any one plant, tree or shrub;</p> <p>b) for more than 10% of the buildings sum insured during the period of insurance.</p>
<p>F) Selling Your Home</p> <p>Anyone buying your home will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.</p>	<p>if the buildings are insured under any other insurance.</p>
<p>G) Additional Fees and Costs</p> <p>Expenses you have to pay and which your insurer has agreed in writing for additional rebuilding expenses following loss or damage to the buildings which is covered under Section One.</p>	<p>a) for any expenses for preparing a claim or an estimate of loss or damage; or</p> <p>b) for any costs if government or local authority requirements had been served on you before the loss or damage.</p>
<p>H) New Fixtures and Fittings</p> <p>Up to 20% of the buildings sum insured in any one period of insurance for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within your home which are waiting to be installed, provided you notify your broker within 30 days of delivery to your home.</p>	<p>a) for any loss or damage caused while installing the fixtures and fittings; or</p> <p>b) for items left in the open.</p>
<p>I) Unfixed Building Materials</p> <p>Up to £25,000 in any one period of insurance for loss or damage to unfixed building materials and supplies owned by you and kept within your home for use in the construction, maintenance or alteration of your home.</p>	<p>a) for any loss or damage caused while installing the unfixed building materials; or</p> <p>b) for items left in the open.</p>

Section One – Buildings continued	
This Section of the insurance also covers	Your insurer will not pay
<p>J) Replacement Locks</p> <p>Costs you have to pay for replacing locks to safes, alarms and external doors and windows in your home following theft or loss of keys.</p>	
<p>K) Security Upgrade</p> <p>Up to £10,000 during the period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at your home.</p>	<p>a) for any cost unless you obtain your insurer's agreement first;</p> <p>b) following any domestic dispute;</p> <p>c) more than £10,000 in total if you claim under Sections One and Two.</p>
<p>L) Counselling Fees</p> <p>Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at your home.</p>	<p>a) for any cost unless you obtain your insurer's agreement first;</p> <p>b) following any domestic dispute;</p> <p>c) more than £5,000 in total if you claim under Sections One and Two.</p>
<p>M) Essential Alterations</p> <p>Up to £25,000 during the period of insurance towards essential alterations to the home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) for any cost unless you obtain your insurer's agreement first;</p> <p>b) for your domestic employees;</p> <p>c) if the permanent physical injury has been self-inflicted;</p> <p>d) more than £25,000 in total if you claim under Sections One and Two.</p>
<p>N) Extended Replacement cost</p> <p>Up to 125% of the buildings sum insured in the event of your home being damaged beyond economical repair and the cost of rebuilding your home being more than the sum insured.</p>	<p>a) unless the sum insured corresponds with a professional valuation that your insurer has seen and approved, and where the sum insured has been index linked each year;</p> <p>b) for any Grade I, Grade II* or Grade A listed buildings.</p>
<p>O) Similar Property Purchase</p> <p>Up to 125% of the buildings sum insured in the event of your home being damaged beyond economical repair and permission to rebuild your home being refused by your local authority, to help you purchase a similar property in the same area.</p>	<p>a) unless the sum insured corresponds with a professional valuation that we have seen and approved, and where the sum insured has been index linked each year;</p> <p>b) unless the similar property is located within the same area as your home.</p>

Conditions that only apply to Section One – Buildings

How **your insurer** will deal with **your** claim

- 1) If **your** claim for loss or **damage** is covered under Section One, **your insurer** will pay the full cost of the repair, less any **excess** applicable, so long as:
 - the **buildings** were in a good state of repair immediately before the loss or **damage**; and
 - the **damage** has been repaired or loss has been reinstated.

Your insurer will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.

Pairs, sets and suites

In the event of loss or **damage** to parts of **buildings** which form part of a set of common design, **your insurer** will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

However, **your insurer** will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles where replacements to the damaged parts cannot be matched.

- 2) If a loss is paid under sub heading additional cover O) – Similar Property Purchase of this

Section, **you** will assign all title to transfer ownership of the **premises** to **your insurer** and pay **insurer** all monies **you** may receive as salvage.

- 3) **Your insurer** will not reduce the **sum insured** under Section One after **your insurer** has paid a claim so long as **you** agree to carry out **your insurer's** recommendations to prevent further loss or **damage**.
- 4) **Your insurer** guarantees any repair work carried out to **your premises** following an insured claim, for 1 year from the date the repairs were completed.

Your insurer does not provide any guarantee for work carried out by a supplier chosen and instructed by **you** unless **you** obtain **your insurer's** agreement first.

Limitations that apply to Section One – Buildings

- 1) **Your insurer** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions– **Excess** and **Excess Waiver** on pages 12 and 13.
- 2) **Your insurer** will not pay more than the **sums insured** shown on **your schedule** other than in accordance with sub headings additional covers N) – Extended Replacement Cost and O) – Similar Property Purchase on page 17.

Section Two

Contents

Covering the **contents** of **your home** as defined in this policy.

This cover is Optional. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage while at your home and while they are temporarily away from your home anywhere in the world.</p>	<p>Your insurer will not pay for:</p> <ul style="list-style-type: none"> a) loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually; ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials; iii. dryness, dampness, extremes of temperature or exposure to light; iv. chewing, scratching, tearing or fouling by your domestic pets; v. dyeing, cleaning, repairing, renovating, restoration; or vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) the cost of general maintenance or routine redecoration. c) loss or damage caused by mechanical or electrical faults or breakdown. d) loss or damage to property in the open caused by storm, flood or weight of snow. e) loss or damage to freezer contents resulting from; <ul style="list-style-type: none"> i. deliberate disconnection by the utility company of the electricity supply to your home; or ii. the failure of your gas or electricity supply caused by strike or any other industrial action. f) loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.

Section Two – Contents continued	
What is covered	What is not covered
	<p>g) loss or damage while the buildings are unoccupied unless the loss or damage is caused by:</p> <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip. <p>h) loss or damage caused by subsidence, heave or landslip;</p> <ul style="list-style-type: none"> i. as a result of the coast or riverbank wearing away; ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; iii. due to faulty design, faulty workmanship or faulty materials.
This Section of the insurance also covers	Your insurer will not pay
<p>A) Glass and Sanitary Ware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a) fixed glass and double glazing; and b) sanitary ware; <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for.</p>	
<p>B) Loss of Rent</p> <p>Rent you have to pay as occupier if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	rent for more than 3 years.
<p>C) Alternative Accommodation</p> <p>The extra costs of using other accommodation, for you and your domestic pets and horses, as similar to your existing accommodation as possible, which you have to pay if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	for the extra costs of other accommodation for more than 3 years. If you claim under Sections One and Two, your insurer will not pay for costs of other accommodation for a period of more than 3 years in total.
<p>D) Gifts</p> <p>Up to £20,000 during the period of insurance for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given (or which have been bought for you).</p>	<ul style="list-style-type: none"> a) for loss or damage that is specifically excluded elsewhere in this policy; b) after 60 days of buying the item if you have not told your broker about doing so.

Section Two – Contents continued	
This Section of the insurance also covers	Your insurer will not pay
<p>E) New Acquisitions</p> <p>Up to 25% of the contents sum insured for new items you have bought but which you have not yet told your broker about.</p>	<p>a) for loss or damage that is specifically excluded elsewhere in this policy;</p> <p>b) if you have not told your broker within 60 days of buying the item.</p>
<p>F) Replacement Locks</p> <p>Costs you have to pay for replacing locks to safes, alarms and external doors and windows in your home following theft or loss of keys.</p>	
<p>G) Loss of Domestic Oil, Gas or Liquefied Petroleum Gas</p> <p>Up to £5,000 during the period of insurance for accidental loss of domestic heating oil, gas or liquefied petroleum gas.</p>	<p>more than £5,000 in total if you claim under Sections One and Two.</p>
<p>H) Increased Metered Water Charges</p> <p>Up to £10,000 during the period of insurance for increased metered water charges you have to pay after water escapes which gives rise to a claim your insurer accepts under Section Two.</p>	<p>more than £10,000 in total if you claim under Sections One and Two.</p>
<p>I) Contents of Guests</p> <p>Personal property of guests up to £10,000 for each person and personal property of domestic employees (who do not live in any of the homes listed in your schedule) up to £2,500 for each person.</p>	<p>a) for loss or damage which is specifically excluded elsewhere in this policy;</p> <p>b) for loss or damage to their money, valuables or credit cards;</p> <p>c) if there is any other insurance in place;</p> <p>d) for loss or damage which occurs away from the premises;</p> <p>e) more than £750 for any one item.</p>
<p>J) Marquees</p> <p>Up to £30,000 for loss or damage to marquees and associated equipment owned by you or which are being temporarily loaned to you and for which you are legally responsible, while at the premises.</p>	<p>a) if you fail to keep to manufacturers or owners written instructions;</p> <p>b) for loss or damage during erection or dismantling;</p> <p>c) if cover is provided under any other insurance.</p>
<p>K) Family in Residential Care</p> <p>Up to £10,000 for loss or damage to the belongings of your parents or grandparents who are living in a nursing or residential care home.</p>	<p>a) more than £2,500 for any one event of loss or damage for valuables or gold and silver items;</p> <p>b) for money and credit cards;</p> <p>c) for loss or damage which is specifically excluded elsewhere in this policy.</p>
<p>L) Tenants Liability</p> <p>Your legal responsibility as a tenant for loss or damage to the buildings caused by loss of or damage that is covered under Section Two.</p>	<p>a) more than 20% of the sum insured under Section Two for the contents of the buildings damaged or destroyed;</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlords fixtures and fittings;</p> <p>c) for loss or damage arising from subsidence, heave or landslip.</p>

Section Two – Contents continued	
This Section of the insurance also covers	Your insurer will not pay
<p>M) Hole In One</p> <p>Up to £500: towards expenses you incur; or to a charity of your choice</p> <p>in the event of a hole in one being achieved by you during an official golf competition provided that the certified scorecard and certificate are submitted to your insurer at the time of making a claim.</p>	<p>more than £500 during the period of insurance.</p>
<p>N) Fatal Injury</p> <p>Following fatal injury to you caused by fire or assault at the premises or assault elsewhere within the United Kingdom provided that death ensues within 1 year of injury, your insurer will pay: £50,000 for each insured person.</p>	<p>for fatal injury to domestic employees.</p>
<p>O) Essential Alterations</p> <p>Up to £25,000 in any one period of insurance towards essential alterations to the home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) for any cost unless you obtain your insurer's agreement first;</p> <p>b) for your domestic employees;</p> <p>c) if the permanent physical injury has been self-inflicted;</p> <p>d) more than £25,000 in total if you claim under Sections One and Two.</p>
<p>P) Security Upgrade</p> <p>Up to £10,000 during the period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at your home.</p>	<p>a) for any cost unless you obtain your insurer's agreement first;</p> <p>b) following any domestic dispute;</p> <p>c) more than £10,000 in total if you claim under Sections One and Two.</p>
<p>Q) Counselling Fees</p> <p>Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at your home.</p>	<p>a) for any cost unless you obtain your insurer's agreement first;</p> <p>b) following any domestic dispute;</p> <p>c) more than £5,000 in total if you claim under Sections One and Two.</p>

Section Two – Contents continued	
Limits for certain contents Your insurer will pay up to:	Special conditions or exceptions
<p>A) Outdoor Items</p> <p>£25,000 or 10% of the contents sum insured, whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.</p>	<p>This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to your home.</p>
<p>B) Deeds and Registered Bonds</p> <p>£10,000 in total for deeds, registered bonds and other personal documents.</p>	
<p>C) Stamps and Coins</p> <p>£5,000 in total for stamps or coins forming part of a collection, unless specified in your schedule, where all items with an individual value of more than £25,000 must be specified in the schedule under Section Three.</p>	
<p>D) Gold and Silver</p> <p>£10,000 in total for gold and silver unless specified in your schedule, where all items with an individual value of more than £25,000 must be specified in the schedule under Section Three.</p>	
<p>E) Valuables</p> <p>£5,000 in total for valuables unless specified in your schedule, where all items with an individual value of more than £10,000 must be specified in the schedule under Section Three.</p>	
<p>F) Antiques and Works of Art</p> <p>£25,000 in total for antiques and works of art unless specified in your schedule, where all items with an individual value of more than £25,000 must be specified in the schedule under Section Three.</p>	
<p>G) Pedal Cycles</p> <p>£5,000 in total for pedal cycles unless specified in your schedule.</p>	
<p>H) Computer Software and Digital Media</p> <p>£10,000 in total for the cost of replacing your computer software and personal digital media, including music and film, that you have previously legally downloaded to your computer or multimedia device(s) following loss or damage covered by this policy.</p>	
<p>I) Domestic Machinery</p> <p>£10,000 in total for domestic garden machinery and quad bikes used within the premises, golf buggies, non-motorised trailers and vehicles used to assist disabled persons which are not required to be registered for road use.</p>	<p>Cover for loss or damage by theft, attempted theft and/or malicious damage applies only if these items are kept in a locked building when not in use.</p>

Section Two – Contents continued	
Limits for certain contents Your insurer will pay up to:	Special conditions or exceptions
J) Watercraft £7,500 in total for manually operated rowing boats, punts, canoes, sailboards or dinghies, including their accessories.	
K) Money £5,000 in total for money .	
L) Credit Cards £25,000 in total for credit cards .	Your insurer will only pay amounts you legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. You must comply with the terms and conditions under which the credit cards were issued.

Conditions that only apply to Section Two – Contents

How **your insurer** will deal with **your** claim

- 1) If **you** claim for **damage** to the **contents**, **your insurer** will decide whether to repair, replace or pay for any item covered under Section Two.

Your insurer will not reduce the **sum insured** under Section Two after they have paid a claim provided **you** agree to carry out their reasonable recommendations to prevent further loss or **damage**.

- 2) For total loss or destruction of any item **your insurer** will pay **you** the cost of replacing the item as new, provided that:
 - a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
 - b) **you** have paid or **your insurer** has authorised the cost of replacement.

3) Pairs, sets and suites

In the event of loss or **damage** to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including floor coverings, carpets and curtains) **your insurer** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that **your insurer** cannot repair the damaged item(s) or arrange for an equivalent replacement, **your insurer** will pay:

- the full replacement cost of the whole pair, set or suite;
- or
- the cost to make up any loss in value of the undamaged pair, set or suite immediately before and after the loss or **damage**.

You agree, if requested by **your insurer**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **your insurer**.

Limitations that apply to Section Two – Contents

- 1) **Your insurer** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on pages 12 and 13.
- 2) **Your insurer** will not pay more than the **sums insured** shown on **your schedule**.

Section Three

Valuables, Antiques and Works of Art, Gold and Silver

This cover is Optional. Please read **your schedule** to see if **you** have insurance cover under this section.

What is covered	What is not covered
<p>This insurance covers the Valuables, Antiques and Works of Art, Gold and Silver for loss or damage while at your home and while they are temporarily away from your home anywhere in the world.</p>	<p>Your insurer will not pay for:</p> <ul style="list-style-type: none"> a) loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or anything which happens gradually; ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials; iii. dryness, dampness, extremes of temperature or exposure to light; iv. chewing, scratching, tearing or fouling by your domestic pets; v. dyeing, cleaning, repairing, renovating, restoration; or vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) loss or damage caused by mechanical or electrical faults or breakdown. c) loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported. d) more than £10,000 for any one item of valuables unless otherwise stated in the schedule. e) more than £25,000 for any one item of antiques, works of art and gold and silver unless otherwise stated in the schedule.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver continued

What is covered	What is not covered
	<p>f) loss or damage while the buildings are unoccupied unless the loss or damage is caused by:</p> <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip.
This Section of the insurance also covers	We will not pay
<p>A) New Acquisitions</p> <p>We will cover new items you have bought but which you have not told your broker about yet.</p>	<ul style="list-style-type: none"> a) for loss or damage that is specifically excluded elsewhere under Section Three; b) more than 25% of the sum insured under this Section for valuables, gold and silver and antiques and works of art; c) if you have not told your broker about buying the item within 60 days of purchase.
<p>B) Death of an Artist</p> <p>We will automatically increase the sum insured of any item listed in the specification for works of art by up to 200% if the artist dies during the period of insurance. We will only do this for the 6 months immediately following the death of that artist.</p>	<ul style="list-style-type: none"> a) more than £100,000 in total during any one period of insurance; b) if you are unable to provide an independent, professional valuation or purchase receipt and proof of increased value which is less than 5 years old at the time of loss or damage.
<p>C) Defective Title</p> <p>If, during the period of insurance, someone claims that any item or antiques and works of art specified under this section is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, your insurer will pay you the amount you paid for it or the value shown in the specification if this is less.</p>	<ul style="list-style-type: none"> a) more than £100,000 in total during the period of insurance; b) unless you prove that you made enquiries about where the item came from before you bought it; c) unless you bought the item during the period that the antiques and works of art have been insured with us; d) unless you told your broker about a claim during the period of insurance.

Conditions that only apply to Section Three – **Valuables, Antiques and Works of Art, Gold and Silver**

How **your insurer** will deal with **your** claim

1) **Valuables**

Your insurer will decide whether to repair, replace or pay for any item that is lost or damaged.

2) **Antiques and works of art, gold and silver**

In the event of partial loss or **damage**, **your insurer** will pay all costs and expenses **you** have necessarily incurred, with **your insurer** consent, in restoring the item(s) damaged plus any resulting depreciation in value, but not more than the **sum insured** for the damaged item(s).

In the event of total loss or destruction of **antiques and works of art, gold and silver**, **your insurer** will pay the **sum insured** for such the item(s) or their market value at the time of loss, whichever is less.

3) **Antiques and works of art, gold and silver**

If, following a claim, **you** can produce a

professional valuation (not more than 5 years old) which has been approved by **us**, **we** will treat the **sum insured** as automatically agreed.

After arriving at a claims settlement, **your insurer** will deduct any applicable **excess** before paying the claim.

4) **Loss buy-back provision**

If **your insurer** recovers any of **your** items after they have paid a claim, they will write to **you** at **your** correspondence address shown in the **schedule** and if **you** wish **you** can buy it back from **your insurer** within 60 days. **Your insurer** will charge the lesser of:

- a) the amount they paid for **your** claim; or
- b) the fair market value of the item at the time they recover it.

Limitations that apply to Section Three – **Valuables, Antiques and Works of Art, Gold and Silver**

- 1) **Your insurer** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on pages 12 and 13.
- 2) **Your insurer** will not pay more than the **sums insured** shown in **your schedule**.

Section Four

Accidents to Domestic Employees

This section will apply automatically provided you have selected Section Two - **Contents**.

What is covered	What is not covered
<p>Your insurer will pay for amounts you become legally liable to pay, including costs and expenses which your insurer has agreed in writing, for bodily injury (including death or disease) caused by an accident happening during the period of insurance anywhere in the world to your domestic employees employed in connection with the premises shown in the schedule.</p>	<p>Your insurer will not pay for:</p> <ul style="list-style-type: none"> a) bodily injury (including death or disease) directly or indirectly caused by any motorised or horse-drawn vehicle other than: <ul style="list-style-type: none"> i. domestic garden equipment whilst being used within the premises; and ii. pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use. b) bodily injury (including death or disease) directly or indirectly caused by any communicable disease or condition. c) bodily injury (including death or disease) arising whilst the domestic employee is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the period of insurance. d) fines or penalties, or for damages which are only intended to punish you or to make an example of you.

Condition that only applies to Section Four – Accidents to **Domestic Employees**

Your insurer will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **your insurer** has agreed to in writing.

Section Five

Legal Liability to the Public

Standard cover will automatically be shown in **your schedule**.

Part A

This Section applies in the following way:

- If only **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under Part A i) below;
- If only **contents** are insured, **your** legal liability as occupier only but not as owner is covered under Part A i) and Part A ii) below; and
- If **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A i) and Part A ii) below.

What is covered	What is not covered
<p>A) Your insurer will pay you:</p> <ul style="list-style-type: none"> i. as owner or occupier for any amounts you become legally liable to pay as damages for; <ul style="list-style-type: none"> a) bodily injury (including death or disease); or b) damage to property; caused by an accident happening at the premises during the period of insurance; <p>Or</p> <ul style="list-style-type: none"> ii. as a private individual for any amounts you become legally liable to pay as damages for; <ul style="list-style-type: none"> a) bodily injury (including death or disease); or b) damage to property; caused by an accident anywhere in the world during the period of insurance. 	<p>Your insurer will not pay for any liability:</p> <ul style="list-style-type: none"> a) for bodily injury (including death or disease) to; <ul style="list-style-type: none"> i. you; or ii. any person who at the time of sustaining the injury is engaged in your service; b) for bodily injury (including death or disease) arising directly or indirectly from any communicable disease or condition; c) for damage to property owned by or in the charge or control of; <ul style="list-style-type: none"> i. you; or ii. any person engaged in your service; d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days during the period of insurance. e) arising directly or indirectly out of any profession, occupation, business or employment. f) which you have assumed under contract and which would not otherwise have been covered by this policy. g) arising out of any criminal acts.

What is covered	What is not covered
	<p>h) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i. any motorised vehicle other than, quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that you, or someone acting with your permission, are not using them on any public road where the Road Traffic Act or similar legislation says you must insure them; ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies; iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company. <p>i) in respect of for any kind of pollution and/or contamination other than;</p> <ul style="list-style-type: none"> i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises; and ii. reported to your broker not later than 30 days from the end of the period of insurance; <p>In which case, all pollution or contamination arising out of the accident will be deemed to have happened at the time of the accident.</p> <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.</p> <p>k) if you are entitled to payment under any other insurance, including but not limited to any house or travel insurance, until such the insurance is exhausted.</p> <p>l) arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by you; or</p> <p>m) your liabilities for fines or penalties, or for damages which are only intended to punish you or to make an example of you.</p>

Section Five - Legal Liability to the Public continued	
This Section of the insurance also covers	Your insurer will not pay
<p>Part B) Unrecovered Court Awards</p> <p>Your insurer will pay for sums which you have been awarded during the period of insurance by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made provided that:</p> <ul style="list-style-type: none"> i. Part A ii) of this Section would have paid you had the award been made against you rather than to you; ii. there is no appeal pending; and iii. you agree to allow your insurer to enforce any right which they shall become entitled to upon making payment. 	
<p>Part C) Defective Premises</p> <p>Your insurer will pay for any amount you become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p>	<ul style="list-style-type: none"> a) for any liability if you are entitled to payment under any other insurance; b) for the cost of repairing any fault or alleged fault.

Limitations that only apply to Section Five - Legal Liability to the Public

Your insurer will not pay

- a) in respect of for pollution or contamination, more than £5,000,000 in all during the **period of insurance**.
- b) in respect of for other liability covered under Section Five, more than £5,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **your insurer** has agreed in writing.

Section Six

Legal Protection

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the legal protection insurance under this section. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS's Head and Registered office:

DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

DAS is registered in England and Wales, No. 103274.
www.das.co.uk

The legal advice service is provided by DAS Law Limited and/or a preferred law firm, as defined in the Definitions below, on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered office:

North Quay,
Temple Back
Bristol
BS1 6FL

DAS Law is registered in England and Wales, No. 5417859.
www.daslaw.co.uk.

Definitions

Wherever the following words or expressions appear in this Section and Section Seven Helplines they have the meaning given to them below and will be highlighted by the use of bold print. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply when interpreting this section:

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 by **us** 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 incident **3 Personal Injury**: Anywhere in the world.
- b) For incident **2 Contract disputes**: 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.
- c) For all other incidents: The **United Kingdom**.

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). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Identity theft

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

PR Crisis

Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect **your** reputation.

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 (excluding incident Crisis containment), 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**.

We/us/our/DAS

DAS Legal Expenses Insurance Company Limited.

How DAS can help

If **you** have a legal problem or a potential claim please follow the steps below:

Please phone **DAS** on **0117 933 0676**. **DAS** will ask **you** about **your** legal problem and if necessary call **you** back to give **you** legal advice.

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

If you need assistance with Crisis containment, phone **DAS** on 0344 893 9322.

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

Online law guide and document drafting

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

How we will settle claims

We agree to provide **you** with the insurance in this section for **you** on a claims made basis, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **reasonable prospects** exist for the duration of the claim;
2. the claim needs to be reported to **us** during

the **period of insurance** and as soon as **you** become aware of an incident which could give rise to a claim;

3. if the incident which led to **you** making a claim occurred prior to the inception of this cover, **you** must have held equivalent continuous cover with **us** or another insurer immediately prior to the inception of this cover, and the incident must have occurred within this same period that **you** have been continuously covered for;
4. **your** claim is not more specifically insured with another insurer;
5. any legal proceedings, or any other proceeding to resolve the incident will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and;
6. the incident happens within the **countries covered**.

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an incident, provided that:

1. 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 £100,000;
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time. 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**;
3. 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;
4. for an enforcement of judgment to recover **money** and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist, and;
5. 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;
6. in respect of insured incident Crisis containment the maximum **we** will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £10,000.

The exclusions

You are not covered for any claim arising from or relating to:

1. A claim where **you** have failed to notify **us** of the incident within a reasonable time of its discovery and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider our position has been prejudiced;
2. **Costs and expenses** incurred before **our** written acceptance of a claim;
3. Fines, penalties, compensation or damages that a court or other authority orders **you** to pay;
4. 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. Any claim relating to written or verbal remarks that **damage your** reputation, other than under incident Crisis Containment;
6. A dispute with **us** not otherwise dealt with under condition 8 in this section;
7. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry;
8. Any claim where **you** are not represented by a law firm, barrister or tax expert;
9. An allegation made against **you** in connection with:
 - i. assault, violence, dishonesty, malicious falsehood or defamation;
 - ii. the manufacture, dealing in or use of alcohol, illegal drugs and indecent or obscene materials;
 - iii. illegal immigration;
 - iv. **money** laundering offences.

Section Six – Legal Protection continued	
What is covered	What is not covered
<p>You are insured for the unforeseen incidents as set out below.</p> <p>1. Employment disputes</p> <p>We will negotiate for your legal rights:</p> <ol style="list-style-type: none"> in a dispute relating to your employment where you are an employee, worker or office holder; following a dispute relating to or arising from the contract of employment between you and domestic employees, ex domestic employees or prospective domestic employees; against domestic employees or ex domestic employees to recover possession of premises you own or are responsible for. 	<p>We will not pay for claims arising from or relating to:</p> <ol style="list-style-type: none"> disciplinary hearings or internal grievance procedures; any claim relating solely to personal injury; a settlement agreement while you are still employed.
<p>2. Contract disputes</p> <p>A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:</p> <ol style="list-style-type: none"> buying or hiring in goods or services; selling goods; renting your principal home as a tenant; buying or selling your principal home. 	<p>We will not pay for claims arising from or relating to:</p> <ol style="list-style-type: none"> 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); a dispute arising from any loan, mortgage, pension, investment or borrowing; a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from you buying or selling your principal home or you renting your principal home as a tenant). However, we will cover a dispute with a professional adviser in connection with these matters; construction work on land, or designing, converting or extending any building where the contract value exceeds £100,000 (including VAT).
<p>3. Personal injury</p> <p>A specific or sudden accident that causes your death or bodily injury to you.</p>	<p>We will not pay for claims arising from or relating to:</p> <ol style="list-style-type: none"> illness or bodily injury that happens gradually; psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you; clinical negligence (please refer to incident 4 Clinical Negligence); defending your legal rights but we will cover defending a counter-claim.

Section Six – Legal Protection continued	
What is covered	What is not covered
<p>4. Clinical negligence</p> <p>An identified act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.</p>	<p>We will not pay for claims arising from or relating to:</p> <ol style="list-style-type: none"> 1. the failure or alleged failure to correctly diagnose your condition; 2. psychological injury or mental illness that is not associated with you having suffered physical bodily injury.
<p>5. Property protection</p> <p>A civil dispute relating to material property including your principal home, which is owned by you or for which you are responsible following:</p> <ol style="list-style-type: none"> a) any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; b) any legal nuisance (meaning any unlawful interference with your use or enjoyment of land, or some right over, or in connection with it) or trespass, provided that you are responsible for the first £250 of any claim. 	<p>We will not pay for claims arising from or relating to:</p> <ol style="list-style-type: none"> 1. a contract you have entered into; 2. any building or land except your principal home; 3. 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; 4. work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage; 5. mining subsidence; 6. defending your legal rights but we will cover defending a counter-claim.
<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>We will not pay for claims arising from or relating to:</p> <ol style="list-style-type: none"> 1. any claim if you are self-employed, or a sole trader, or in a business partnership; 2. an investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.
<p>7. Attendance expenses</p> <p>We will pay your salary or wages for the time that you are off work while attending jury service or attending a court or tribunal at the request of the appointed representative in relation to a claim accepted under this section.</p> <p>We will pay your salary or wages for each half or whole day of such attendance as far as they are not recoverable from the court or your employer.</p> <p>The amount we will pay is based on the following:</p> <ol style="list-style-type: none"> a) The time you are off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is eight hours; b) If you work full time, the salary or wages for each whole day equals 1/250th of your yearly salary or wages; c) If you work part-time, the salary or wages will be a proportion of your salary or wages. 	<p>We will not pay for a claim if you are unable to prove your loss.</p>

Section Six – Legal Protection continued	
What is covered	What is not covered
<p>8. Legal defence</p> <p>We will defend your legal rights if an event arising from your work as an employee, worker or office holder leads to:</p> <ul style="list-style-type: none"> a) you being interviewed by the police or others with the power to prosecute; b) you being prosecuted in a court of criminal jurisdiction; c) civil action being taken against you under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion; d) civil action being taken against you under: <ul style="list-style-type: none"> i. discrimination legislation; ii. data protection legislation; e) a disciplinary case being brought against you by the relevant authority. <p>8.1 Legal defence – motor</p> <p>We will defend your legal rights if an event leads to your prosecution for an offence connected with the use or driving of a motor vehicle.</p>	<p>We will not pay for claims arising from or relating to:</p> <ul style="list-style-type: none"> 1. parking offences; 2. the driving of a motor vehicle by you for which you do not have valid motor insurance; 3. any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.
<p>9. Identity theft protection</p> <ul style="list-style-type: none"> a) Following a call to the identity theft helpline service, once it has been established you are the victim of identity theft, we will assign a personal caseworker who will provide phone advice and a personal action plan to help regain your identity. b) 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. c) Following your identity theft we will pay: <ul style="list-style-type: none"> i. costs and expenses to reinstate your identity including costs for the signing of statutory declarations or similar documents; ii. costs and expenses 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>We will not pay for claims arising from or relating to:</p> <ul style="list-style-type: none"> 1. fraud committed by anyone entitled to make a claim under this section; 2. losses arising from your business activities.

Section Six – Legal Protection continued	
What is covered	What is not covered
<p>iii. 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 take all reasonable action to prevent continued unauthorised use of your identity.</p>	
<p>10. Crisis Containment</p> <p>Costs and expenses in the event of a PR Crisis:</p> <p>1. We will provide advice and guidance over the phone about your PR Crisis. Please call us on 0344 893 9322 (open 24 hours a day, seven days a week).</p> <p>2. Following a call to us, if you and we agree that additional help is required to manage your PR Crisis, we will provide appropriate assistance which may include specialist legal and public relations support.</p> <p>Provided that:</p> <p>a) we will not pay more than £10,000 for any claim in respect of a PR crisis;</p> <p>b) you have sought and followed advice from us.</p>	

Special conditions

These conditions, as well as the general policy conditions, apply to the Legal Protection section of **your** policy.

1. Your legal representation

- i. On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- ii. If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- iii. 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**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

- iv. 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

- i. **You** must co-operate fully with **us** and the **appointed representative**.
- ii. **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- i. **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- ii. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- iii. **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.

4 Assessing and recovering costs

- i. **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- ii. **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. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.

9. Keeping to the section terms

You must:

- i. keep to the terms and conditions of this section;
- ii. take reasonable steps to avoid and prevent claims;
- iii. take reasonable steps to avoid incurring unnecessary costs;
- iv. send everything **we** ask for, in writing, and;
- v. report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Other insurances

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

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim and/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.

Section Seven

Helplines

For Definitions and regulatory information please refer to Section Six on page 32.

You can contact **DAS** 24 hours a day, seven days a week. However, they may need to arrange to call **you** back depending on **your** enquiry. To help them check and improve their service standards, we may record all inbound and outbound calls, except those to the counselling service. When phoning, please tell them **your** policy number and the name of the insurance provider who sold **you** this policy.

The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited Head and Registered office: North Quay, Temple Back, Bristol, BS1 6FL. DAS Law is registered in England and Wales, No. 5417859. www.daslaw.co.uk.

Legal advice service call 0117 933 0676

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

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

Tax advice service call 0117 933 0676

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, a message will be taken and a return call arranged within the operating hours.

Health and medical information service call 0117 933 0676

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

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Identity theft service call 0344 848 7071

If **you** are a resident in the **UK** or the Channel Islands, they 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 call 0117 934 2121

Confidential counselling service over the phone if **you** are aged 18 or over. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which they refer **you**. This helpline is open 24 hours a day, seven days a week. **DAS** cannot accept responsibility if the helpline services are unavailable for reasons they cannot control.

Home emergency service call 0800 917 0814

This service provides up to £500 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an emergency involving roof damage, the main heating system, plumbing and drainage, loss of the domestic power supply, failure of a toilet unit, **home** security, or loss of keys. For full details of the cover, please refer to pages 44-45.

Data Protection

With respect to Sections Six and Seven to comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use **your** information.

We may collect personal details, including **your** name, address and on occasion **your** medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice.

Who We Are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

How We Will Use Your Information

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, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give **you** legal advice on non-European Union law.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

Got A Question?

If **you** have any questions or comments about how **we** store, use or protect **your** information, or if **you** wish to request to see the information

we hold about **you**, **you** can do this by calling 0117 933 0676, by writing to the Data Protection Officer at **our** **DAS** Head Office address – please see page 40 or by visiting www.das.co.uk.

How To Make A Complaint under Section Six and Seven

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to:
The Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
- completing **our** online complaint form at www.das.co.uk/about-das/complaints.

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we**'ve been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk.

Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

Section Eight

Home Emergency

Home emergency service

This service provides up to £500 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an emergency involving roof damage, the main heating system, plumbing and drainage, loss of the domestic power supply, failure of a toilet unit, **home** security, loss of keys or **vermin** infestation (including wasps). For full details of the cover, please refer to pages 44–45.

Telephone 0800 917 0814

This section is provided by DAS Legal Expenses Insurance Company Limited. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS's Head and Registered office:

DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

DAS is registered in England and Wales, No. 103274.
www.das.co.uk

DAS agree to provide the assistance described in this section subject to the terms, conditions, exclusions and limitations set out in this section, provided the incident happens during the **period of insurance** and within the **United Kingdom**.

If this policy does not cover the service **you** need, **DAS** will try (if **you** wish) to arrange it at **your** own expense. The terms of such a service are a matter for **you** and the supplier.

This may also be an event covered by the **buildings, contents** and/or **valuables** section of this policy and **we** will seek to advise **you** accordingly.

Definitions

Wherever the following words or expressions appear in this section in bold they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply when interpreting this section:

Emergency

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

- a) prevent **damage** or further **damage** to **your home**; or
- b) make **your home** secure; or
- c) relieve **you** of unreasonable discomfort, risk or difficulty.

Emergency Assistance Limit

£500 (including VAT) for the call-out charge, labour costs, parts and materials for each incident following an **emergency**. This does not include any amount payable in respect of **hotel accommodation**.

Home

Your principal private residence. This includes attached or integral garages but does not include walls, gates, hedges, fences, outbuildings (other than where an outbuilding is used as a residential dwelling or for **your** profession or trade), sheds, detached garages or anything outside the legal boundary of the property.

Hotel Accommodation

The room-only cost of one night's accommodation for **you** 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).

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.

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.

We/us/our/DAS

DAS Legal Expenses Insurance Company Limited.

How we can help

Before asking for help, please check that the problem is covered by this section. It is important that **you** contact **our** assistance centre as soon as possible after the **home emergency**. **Our** phone lines are open 24 hours a day, 365 days a year.

Do not arrange for a contractor yourself, as **we** will not pay for this. **We** will also not pay for any work which has not been authorised in advance by **us**.

We will provide assistance only if **we** have given **our** agreement and only if there is someone aged 18 or over at **home** when **our** approved contractor arrives. To claim under this section, please phone **us** on 0800 917 0814 and state:

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

When **you** have given **us** 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 to **us** may be monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording your call.

How 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.

Please note that **our** usual service standards may be affected by circumstances beyond **our** reasonable control such as remote locations, bad weather or availability of parts.

We will not be able to help if conditions make repairs dangerous, for example **we** cannot carry out roof repairs in high winds or repair damp electrics.

At all times **we** will decide the best way of providing help.

What we will pay

- a) **We** will arrange and pay for a contractor to take action to resolve the **emergency**. The action taken will depend on what would be fair and reasonable in the circumstances and will be either to:
 - i. carry out a temporary repair (or a permanent repair if this is no more expensive); or
 - ii. take other action, such as isolating a leaking component or gaining access to **your home** if the only available set of keys have been lost, stolen or damaged and unusable.
- b) **We** will pay up to the **emergency assistance limit** for each incident following an **emergency**.
- c) If **your home** remains uninhabitable overnight following an incident, **we** will pay for **hotel accommodation**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable to remain in **your home**.

What we will not pay

- a) Any costs per **emergency** which exceed the **emergency assistance limit**; and/or
- b) Any costs of overnight accommodation which exceed the amounts specified under **hotel accommodation**.

The cover	The exclusions
<p>You are insured for the incidents as set out below during the period of insurance:</p> <ol style="list-style-type: none"> 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 leaking of, the drains or plumbing system that you are responsible for in your home. 3. Main heating system Failure to function of the main heating system in your home. 4. Domestic power supply Failure of your home's domestic electricity, or domestic gas supply, but not the failure of the mains supply. 5. Toilet unit Damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of the only toilet, or of all toilets in your home. 6. Home security Damage to, or the failure of, external doors, windows or locks which leaves your home insecure. 7. Lost keys The only available set of keys to your home are lost, stolen or damaged and unusable and you cannot replace them, or cannot gain normal access. 8. Vermin infestation The sudden infestation by vermin in your home which prevents the use of the loft or one or more rooms in your home. 	<p>We will not pay for:</p> <ol style="list-style-type: none"> 1. a claim where your home has been left unoccupied for 60 or more consecutive days; 2. costs incurred where our approved contractor has attended at an agreed time but nobody aged 18 or over was at your home; 3. costs incurred by you before we have accepted a claim; 4. a claim where the incident cannot be resolved safely by our approved contractor (or which requires specialist assistance) because of the presence of dangerous substances or materials (such as asbestos), or where conditions make attempting a repair dangerous; 5. normal day-to-day home maintenance that you should carry out or pay for (such as servicing of heating and hot-water systems); 6. a claim arising from a deliberate act or omission by you; 7. a property that you rent or let or that you own that is not your main residence; 8. the costs (or any contribution towards the costs) of replacing a boiler or storage heater or any other heating or domestic appliance if: <ol style="list-style-type: none"> i. it cannot be repaired; or ii. the appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it); or iii. repairs will cost more than the emergency assistance limit (we will pay up to the emergency assistance limit for any repairs that are carried out); 9. any incident which arises from your failure to carry out work or repairs that you have previously been advised to undertake to avoid the incident occurring or recurring; 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;

Section Eight - Home Emergency continued	
The cover	The exclusions
	<p>13. a claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or your failure to buy or provide enough gas, electricity or other fuel source;</p> <p>14. the malfunction or blockage of septic tanks, cess pits or fuel tanks;</p> <p>15. a claim arising from subsidence, landslip or heave;</p> <p>16. any claim which would require us to undertake repairs or any other remedial or corrective action to:</p> <ul style="list-style-type: none"> i. any shared areas or communal parts of a property (or for which you do not have sole responsibility); or ii. any shared fixtures and fittings, facilities or services outside the legal boundary of your home. <p>17. we will not pay for damage if there is at least one functioning toilet in your home.</p> <p>18. we will not pay for damage caused by vermin outside the main dwelling e.g. in garages and other outbuildings.</p>

Special conditions

These conditions, as well as the general policy conditions, apply to the **Home Emergency** Service section of **your** policy.

1. Keeping to the policy terms

You must:

- i. keep to the terms and conditions of this section;
- ii. maintain **your 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 **your home**;
- iii. try to prevent anything happening that may cause a claim;
- iv. take reasonable steps to keep any amount **we** have to pay as low as possible.

2. Replacement parts

We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

3. Circumstances beyond our control

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from our inability to provide assistance as a result of circumstances beyond **our** reasonable control.

4. Losses not directly covered by this section

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

5. Other insurances

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

Data Protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use **your** information.

We may collect personal details, including **your** name, address and, on occasion **your** medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice.

Who We Are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office.

How We Will Use Your Information

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, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give **you** legal advice on non-European Union law.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

Got A Question?

If **you** have any questions or comments about how **we** store, use or protect **your** information, or if **you** wish to request to see the information

we hold about **you**, **you** can do this by calling 0117 933 0676, by writing to the Data Protection Officer at **our** **DAS** Head Office address – please see page 40 or by visiting www.das.co.uk.

How To Make A Complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to:
The Customer Relations Department,
DAS Legal Expenses Insurance Company
Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
- completing **our** online complaint form at www.das.co.uk/about-das/complaints

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we**'ve been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to:
The Financial Ombudsman Service,
Exchange Tower
London
E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk.

Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

Section Nine

Cyber

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the cover under this section.

DAS Head and Registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. DAS is registered in England and Wales, No. 103274. www.das.co.uk DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Important information – making a claim

When **you** make a claim, it is very important that **you** meet all of the requirements of this section, particularly Special condition 1 'reporting a claim'. If **you** do not, DAS may not pay part or all of **your** claim.

You must report **your** claim to either **your broker** who arranged this insurance for **you** or to DAS at: 0330 1028 213.

Definitions

The following words have these meanings wherever they appear in this section in bold. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply when interpreting this section:

Computer virus

Any malware, program code or programming instruction designed to cause **damage to your home systems**.

Costs and expenses

For insured incidents 1 Cyber assistance and 2 Cyber crime:

- a) All reasonable and necessary **costs and expenses we** agree to in writing for investigating, rectifying or resolving **your** claim.

For insured incident 3 Cyber legal defence:

- a) All reasonable and necessary **costs and expenses we** agree to in writing for investigating, settling or defending a claim against **you**;

- b) The costs incurred by third parties as a result of a claim being brought against **you**, if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Cyber event

- a) malicious deletion, corruption, unauthorised access to, or theft of **data**; or
- b) **damage** or disruption caused by **computer virus, hacking** or **denial of service attack**; affecting **your home systems**.

Damage

Total or partial loss, **damage**, destruction, or corruption.

Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which is processed by **your home systems**, but not including software and programs.

Denial of service attack

Malicious and unauthorised attack which overloads any **home systems**.

Hacking

Unauthorised or malicious access to any **home systems** by electronic means.

Home systems

Any personal computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

You/your

For insured incidents 1 Cyber assistance and 2 Cyber crime, '**you**' means the person(s) named in the **schedule** as the policyholder and all members of their household (including **domestic employees** and those in full time education) who permanently reside with them at the **home** and, where applicable, their personal representatives. This includes students temporarily living away from the **home**.

Section Nine - Cyber continued

For insured incident 3 Cyber legal defence, 'you' means the person(s) named in the **schedule** and all members of their family who permanently reside with them at the **home**. This includes students temporarily living away from the **home**.

We/us/our/DAS

DAS Legal Expenses Insurance Company Limited.

Our agreement

We agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- a) the **cyber event** or insured incident is discovered during the **period of insurance**;
- b) any claim first made against **you** by a third party occurs during the **period of insurance**;

- c) any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **United Kingdom**.

What we will pay

We will pay on **your** behalf, **costs and expenses** incurred following an insured incident provided that:

- a) the most **we** will pay for all claims during the **period of insurance** is £100,000;
- b) if there is more than one person named in **your schedule**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**.

What we will not pay

The first £500 of each and every claim.

Insured Incidents	
The cover	The exclusions
<p>1. Cyber assistance</p> <p>We will pay for the following arising as a result of a cyber event you discover during the period of insurance:</p> <ol style="list-style-type: none">a) Home systems restoration <p>The cost of investigating, reconfiguring and rectifying any damage to your home systems, and restoring data (but not the cost to recreate data if you cannot restore it from other sources);</p> <ol style="list-style-type: none">b) Computer virus removal <p>The cost of locating and removing a computer virus from your home systems; and</p> <ol style="list-style-type: none">c) Professional assistance <p>The cost of hiring professional consultants to make recommendations on how to prevent your home systems from being infected by computer virus or to prevent hacking.</p>	<p>We will not pay for claims arising from or relating to;</p> <p>The value of data to you, even if the data cannot be restored.</p>

The cover

The exclusions

2. Cyber crime

We will pay for the following which **you** discover during the **period of insurance**:

a) Fraud

We will pay for **your** financial loss as the result of a fraudulent communication or input, destruction or modification of **data in your home systems** which results in:

- i. money being taken from any account;
- ii. goods, services, property or financial benefit being transferred;
- iii. any credit arrangement being made;

as long as **you** have not received any benefit in return.

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

b) Telephone hacking

We will make any payments to **your** telephone service provider that **you** become liable for as the result of **hacking** into **your home systems**.

c) Cyber ransom

We will pay the cost of responding, and with **our** written agreement the payment of a ransom demand, if anyone has or threatens to:

- i. disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- ii. release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

as long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the police.

The cover

The exclusions

3. Cyber legal defence

We will pay **costs and expenses** to defend **your** legal rights arising from a claim first made against **you** by a third party during the **period of insurance** as a result of:

a) Data privacy

You failing to secure, or prevent unauthorised access to, publication of or use of **data in your home systems** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

b) **Computer virus** transmission

You unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus, hacking** attack or **denial of service** attack from **your home systems** to a third party;

c) Defamation and Disparagement

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online;

d) Compensation awards

In respect of a claim **we** have accepted under insured incident 3 Cyber legal defence **we** will pay an order for compensation.

Provided that: any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

We can, but do not have to, take control of investigating, settling or defending any claim made against **you** under insured incident 3 Cyber legal defence. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing.

We will not pay for:

Claims where there is no reasonable chance of being successful, after taking the costs of defence into account.

Special exclusions

The following exclusions apply to the whole of this section. **We** will not pay for claims arising from or relating to;

1. Advance fee fraud

An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

2. Business activities

Any activities carried out by **you** for business or professional purposes.

3. Circumstances before your policy started

- a) Circumstances which existed before any cover provided by this section started, and which **you** knew about.
- b) Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.

4. Other insured parties

Any dispute or claim between **you** and anyone entitled to make a claim under this section.

5. External network failure

Any loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by **you**. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

6. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

7. Patent

Infringement of any patent.

8. Wear and tear

Losses due to:

- a) Wear and tear, gradual deterioration or rust;
- b) Scratching or chipping of painted or polished surfaces;
- c) Erosion or corrosion; or
- d) Gradual reduction in performance.

However, **we** will pay for loss resulting from the causes above which **we** would otherwise have paid under this section.

9. Court awards and fines

- a) Fines, penalties, or other damages that a court or other authority orders **you** to pay;
- b) Compensation that a court or other authority orders **you** to pay, except under insured incident 3d – Cyber legal defence Compensation awards.

Special conditions

The following conditions apply to the whole of this section. If **you** do not keep to these conditions and this reduces **our** legal or financial rights under the section, **we** may refuse to pay all or part of **your** claim.

1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under this section **you** must:

- a) take all reasonable steps and precautions to prevent further **damage** or other loss covered by this section;
- b) immediately tell the police about any loss or **damage** relating to crime and get a crime reference number;
- c) tell **your broker** who arranged **your** policy (or **us**), providing full details, as soon after the incident or circumstances as possible;
- d) tell **your broker** who arranged **your** policy (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

In addition **you** must also:

- a) immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under insured incident 3 – Cyber legal defence;
- b) keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- c) co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- d) give **us** details of any other insurances **you** may have which may cover loss covered by this section;

- e) attempt to recover financial loss relating to **your** claim under insured incident 2 – Cyber crime from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- f) tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

You must not admit responsibility or liability, or agree to pay any money or provide any services on **our** behalf, without **our** written permission.

2. Enforcing your rights

We may, at **our** expense, take all necessary steps to enforce **your** rights against any third party. **We** can do this before or after **we** pay a claim. **You** must not do anything before or after **we** pay **your** claim to affect **our** rights and **you** must give **us** any help and information **we** ask for.

You must take reasonable steps to make sure that **you** protect **your** rights to recover amounts from third parties.

3. Protecting data

You must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

4. Reasonable care

You must:

- a) Make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- b) Take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by this section.

5. Defence software

Your home systems must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

Data Protection

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use **your** information.

We may collect personal details, including **your** name, address and, on occasion **your** medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice.

Who We Are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office.

How We Will Use Your Information

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, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give **you** legal advice on non-European Union law.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

Got A Question?

If **you** have any questions or comments about how **we** store, use or protect **your** information, or if **you** wish to request to see the information

we hold about **you**, **you** can do this by calling 0117 933 0676, by writing to the Data Protection Officer at **our** **DAS** Head Office address – please see page 40 or by visiting www.das.co.uk.

How To Make A Complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to:
The Customer Relations Department,
DAS Legal Expenses Insurance Company
Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH
- completing **our** online complaint form at www.das.co.uk/about-das/complaints

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we**'ve been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk.
- writing to:
The Financial Ombudsman Service,
Exchange Tower
London
E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk.

Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

Section Ten

DynaRisk

Cyber Score Pro

The service

This section of the policy sets out the DynaRisk Cyber Score Pro service, a cyber-risk assessment management tool which can help you reduce your risk of being hacked, defrauded and more. DAS has arranged this service for you which is administered and provided by DynaRisk. This is a non-contractual benefit of your Geo Private Clients household policy. DynaRisk is a third-party company and product and not part of DAS or Geo Underwriting Services Limited. It can be withdrawn at any time.

DynaRisk Cyber Score Pro

Each policy includes the DynaRisk Cyber Score Pro which helps you to be safer online. This service provides a Personal Cyber Score by checking over 50 risk factors such as vulnerabilities on your devices, if your personal information has been stolen and more. On determination of your Cyber Score, the tool provides simple step by step actions to take to improve your cyber defences along with ongoing monitoring and support. Membership is provided free of charge for anyone covered by the policy for the duration of the term.

To activate membership, you will be required to register for the DynaRisk Cyber Score Pro Service. To activate your membership:

- Please visit www.dynarisk.com/geoprivateclients and sign up for the Pro plan and enter your Geo Private Clients Household policy number as the activation code.
- Terms and Conditions of use for DynaRisk website services and the DynaRisk Privacy Policy (which explains how your personal information held by DynaRisk will be used) can be found at www.dynarisk.com/geoprivateclients.
- Membership will last for the duration of your policy. Your membership will end if your policy is cancelled, expires or ends for any reason.

The following services are available to you from DynaRisk for the duration of your membership:

- **Find out your Cyber Score** - Re-check your score regularly to see how it has changed.
- **Check for stolen information** – Monitor to see if your personal information has been exposed in a hack or data breach.
- **Vulnerability Protection** - Make sure you aren't vulnerable to the most common ways of being hacked.
- **Avoid being tricked by scam emails** - Learn how to spot suspicious emails.
- **Secure your router** - Make sure your router can't be accessed by outsiders.
- **Major threat alerts** - Get security advice from the experts, not your local news outlet.
- **Step by step safety guides** - Learn the ins and outs of Social Media Privacy, Parental Controls, Security Software, Managing Passwords, Backing Up, Encryption, Spotting Scams, ...and more.
- **Helps you protect multiple devices** - Add multiple devices to your profile and refine your Cyber Score.

Disclaimer

1. What we are not promising to provide you and some other points you should know.

- 1.1 Our vulnerability scan checks for the most common vulnerabilities in Web Browsers and Browser Plugins, however it does not check for all vulnerabilities and so we do not guarantee to find all vulnerabilities in all types of software;
- 1.2 Completing all actions in the DynaRisk system will lower your risk but this does not guarantee you will not suffer a security breach. If you do not complete your actions in the DynaRisk system, your risk will not be lowered;

- 1.3 Some emails sent from DynaRisk could be marked as spam by your email provider, if you have not received an email that you are expecting from us, please check your spam folder;
- 1.4 We work hard to gather as much stolen information as possible to help keep you safe but we cannot guarantee we are able to obtain all stolen data on you;
- 1.5 We do not pay for stolen data;
- 1.6 We may provide you actions that encourage you to upgrade old or out of date hardware and software, but any costs associated with the upgrading remains your responsibility; and
- 1.7 We cannot provide our service properly if you do not co-operate with us, if you do not provide us with all the information we ask you to give us when we ask you for it, if you are not honest with answers you give us or you do not give us full answers. Most importantly, if you do not co-operate with us we cannot properly assess your risk and will not be able to make suggestions which may lower your actual risk, and if you do not complete all the actions recommended to you in the DynaRisk system your risk may not be lowered.

2. Changes to the products. We may change the product:

- a) to reflect changes in relevant laws and regulatory requirements that could affect how long and how much data we store and potentially other matters; and
- b) to implement technical adjustments and improvements. These changes should not have a detrimental effect on your use if the product.

3. What will happen if you do not give required information to us. We need certain information from you so that we can supply the product and services to you. Any information needed is specified in our privacy policy and will have been stated in the description of the products on our website. If you do not give us this required information to enable the set up and ongoing provision of services and products within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. DynaRisk holds no responsibility for supplying

products late or not supplying all or any part if this is caused by delays in providing necessary information within a reasonable time of our request.

Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **services**, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

4. Our responsibility for loss or damage suffered by you;

- 4.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 3. **In all other cases, and in so far as is permitted by law, we will not be responsible to you for any damages or other compensatory payments to you of more than the price you have paid us.**
- 4.2 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

geo/PRIVATE CLIENTS

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