

Home Solutions Insurance Policy



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Large print, audio and braille

If you have any problems reading this booklet, please contact your broker for large print, audio and braille documents.

Your home insurance policy

Information relevant to the entire policy

Your policy is an agreement between you (the person shown in your schedule as the person insured) and us (Zurich Insurance Company Ltd) but is only valid if you pay the premiums.

Your most recent statement of facts sets out the information we were given when we agreed to provide you with the cover and the policy terms.

Your policy provides cover for the sections and period of insurance shown in your schedule. You must read your policy, schedule, statement of facts and any specifications or endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If not, please contact your insurance advisor as soon as possible.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

The conditions and exclusions that apply to the whole of your policy are shown on pages 16-18. Please make sure that you read these as well as the cover shown in each section.

Important note

This policy is designed to protect you against the risk of things happening unexpectedly such as fire, theft, flood and storm. It is not a substitute for proper upkeep or for things wearing out, breaking down or failing because of lack of maintenance.

Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell your insurance advisor of your decision, in writing or by phone within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

Please see Condition 5 for full details of all cancellation conditions and charges.

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Excess – the first amount of any claim for which you are responsible.

(If we pay a claim for the same cause happening at the same time under more than one of the buildings, contents or personal possessions sections, we will only take off one excess. This will be the highest excess shown in your schedule for the sections concerned.)

Family – your husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.

Hand Held Computers – are laptop computers, tablets, e-readers and satellite navigation equipment.

Money – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

Personal Possessions – Property which is worn, used or carried about the person in every day life and which belongs to you or your **family** or for which you are responsible and is covered in and away from the home.

Unoccupied – if the home is either:

- not lived in by you (or a person you have authorised);
or
- without enough furniture for normal living purposes.

Valuables – any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.

Vehicles and craft – any electrically or mechanically powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, drones or UAVs (Unmanned Aerial Vehicles), all-terrain vehicles or quad bikes other than:

- domestic gardening equipment;
- battery operated golf trolleys;
- wheelchairs or similar electric scooters, specifically designed for the disabled or infirm which are not legally required to be licensed for road use;
- battery assisted cycles which are not legally required to be licensed for road use; and
- models or toys (but not drones or UAVs) which are battery operated and/or pedestrian controlled.

Buildings section

Buildings are:

- the main structure of your home at the address shown in your schedule, including its permanent or soon-to-be fitted fixtures and fittings if they are your property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of your home;
- ornamental ponds or fountains, swimming pools and tennis courts, permanently fitted hot tubs and jacuzzis;
- professionally designed, built and installed solar panel equipment;
- central-heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television-receiving equipment or television and radio aerials.

Events

We cover sudden and unexpected loss of or physical damage to the **buildings** caused by events 1 to 13 (and 14 if 'buildings including accidental damage' is shown in your schedule).

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is **unoccupied** for more than 60 days in a row.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm, including weight of snow, or flood, but not to fences, gates, hedges or railings unless covered under **buildings** 'Extra cover 21' (**Garden** cover).
- 6 Theft or attempted theft unless this is caused by deception.
- 7 Subsidence or ground heave of the site that your **buildings** stand on or landslip other than:

- from the coast or a river bank being worn away;
- damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;
- damage caused by or resulting from structural alteration, repair, renovation or other building works;
- to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;
- from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design.

- 8 Escape of water from any fixed appliance, pipe, tank or fish tank plus damage to these items caused by freezing or forcible and violent bursting but not:

- loss or damage caused by the failure or lack of grout or appropriate sealant.

- 9 Falling trees or branches, lampposts or telegraph poles.

- 10 Oil leaking from any fixed appliance, pipe or tank.

- 11 Accidental breakage of fixed glass, fixed sanitary ware or ceramic hobs in fixed kitchen furniture.

- 12 Breakage or collapse of satellite receiving equipment or television and radio aerials.

- 13 Accidental damage to cables and underground pipes serving your home for which you are legally responsible including the cost of breaking into and repairing the pipe between the main sewer and your home following a blocked pipe.

- 14 **Optional additional cover**

Accidental damage to the **buildings** but not damage:

- excluded under events 1 to 13;
- caused by a person the home is lent, let or sublet to;
- caused by a person you employ to carry out maintenance or repair work;
- caused by or resulting from structural alteration, repair, renovation or other building works.

Your liability to others

IMPORTANT NOTICE.

Liability arising from incidents which happen in buildings or the land belonging to it is by law, nearly always the responsibility of the occupier rather than the owner. We do not cover your personal liability or liability as an occupier under this section but include it under the Contents section of this policy.

- 15 We cover your legal liability:

- as owner of the **buildings** and their land, but not as occupier;
- resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is £2,000,000.

We will not pay if the liability arises from:

- the death, injury or illness of you or your **family** or any person employed by you or your **family**;
- loss or damage to any property that you or your **family** own or are responsible for;
- a contract that says you or your family are liable for something which you or they would not otherwise have been liable for.

Extra covers (included automatically)

16 **Alternative accommodation** – if your home is not fit to live in following loss or damage covered by this section, we will pay:

- the reasonable cost of similar alternative accommodation for you, your **family** and your pets;
- ground rent which you have to pay;
- rent which should have been paid to you.

This will only apply during the time needed to restore your home to a condition which is fit to live in.

The most we will pay is 20% of the **buildings** sum insured.

17 **Replacing locks** – we will pay the reasonable cost of replacing the locks to your home if you lose your house keys or they are stolen anywhere in the world.

18 **Tracing a leak** – we will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the **buildings** when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the **buildings**.

19 **Emergency Access** – we will pay the costs incurred following loss or damage to the **buildings** and/or the garden within the boundaries of your home caused by the emergency services gaining access for a medical emergency or to help prevent loss or damage to the home.

20 **Selling your home** – if at the time of a claim you have contracted to sell your home, the buyer will have the benefit of this policy as long as the purchase is completed.

21 **Garden cover** – **Garden** is the flower-beds, lawns, plants, shrubs or trees, ornaments or statues in the garden within the boundaries of your home.

Events

We cover sudden and unexpected loss of or physical damage to your **garden** caused by events a) to g).

We do not cover events c) or f) when the home is **unoccupied** for more than 60 days in a row.

- a) Fire, lightning, explosion or earthquake.
- b) Riot.
- c) Malicious damage, but not if caused by you or your **family**, tenants or paying guests.
- d) The **garden** being hit by vehicles or aircraft but not garden machinery, or any other vehicles used in the **garden**.

e) Storm or flood:

- to the **garden**;
- to fences, gates, hedges or railings at the home, as long as the main structure of your home, private garages or domestic outbuildings are damaged at the same time by the same cause;

but not:

- frost damage;
- flood damage to lawns.

f) Theft or attempted theft.

g) Falling trees or branches, lampposts or telegraph poles.

The most we will pay is £1,500 plus up to £250 towards the cost of removing fallen trees or branches.

Settling claims

We will decide whether to repair, replace, make a cash payment or reinstate the damaged part of the **buildings** or **garden**. We will have the option to do this by using one of our suppliers.

We will pay the full cost of the work, including:

- architect's, surveyor's and legal fees;
- the costs of removing debris from the site and/or demolishing or shoring up the buildings;
- other local authority costs or fees we have agreed

as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of your property that resulted from the damage. However, we will not pay more than the cost to us of using our suppliers for the repair or replacement or reinstatement of the **buildings** or **garden**.

We will take off an amount for wear and tear if your **buildings** are not properly maintained or if your sum insured is less than the actual cost of rebuilding your home in the same form, size and condition as new.

When we pay your claim we will take off the amount of the **excess** shown in your schedule. This does not apply under 'Your liability to others' and 'Extra covers 16, 17 and 18'. For claims under 'Extra cover 21', we will take off a £50 **excess**.

The most we will pay is the limit shown in the policy or the sum insured shown in your schedule. This figure must be enough to fully rebuild your home if the buildings were completely destroyed. This is not necessarily the market value.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of your policy'.

Matching items (pairs, sets and suites)

We treat each item of a matching set or suite as a separate item. We will not cover the cost of repairing or replacing any undamaged item or part of any item simply because it forms part of a matching set or suite. i.e. if a bathroom sink is damaged we will repair or replace the damaged sink only, not the whole bathroom suite.

Contents section

Contents are:

- household goods and personal property;
- **valuables**;
- satellite television-receiving equipment and television and radio aerials;
- **money** or the unauthorised use of a charge, credit or debit card up to £500 (you and your **family** must keep to your card issuer's conditions);
- pedal cycles up to £500 for any one pedal cycle including accessories;
- office equipment used for your business, profession or trade up to £10,000;
- loss of oil or metered water up to £1,000 following accidental damage to the water or heating system.

Contents are not:

- **vehicles and craft** and their keys, key fobs, parts or accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- business stock;
- items you have more specifically insured by this or any other policy.

Events

We cover sudden and unexpected loss or physical damage caused by events 1 to 13 (*and 14 if 'contents including accidental damage' is shown in your schedule*) to the **contents** in your home which are owned by:

- you or your **family** or which you or they are responsible for;
- visitors to your home or your domestic employees who live in your home.

We do not cover events 3, 6, 8, 10, 11 or 14 when the home is **unoccupied** for more than 60 days in a row.

We will not pay more than:

- £1000 for personal property (other than money and valuables) belonging to your visitors or your domestic employees;
- £5,000 for theft of **contents** which are stored in garages or outbuildings at your home.

- 1 Fire, lightning, explosion or earthquake.
- 2 Riot.
- 3 Malicious damage, but not:
 - if caused by you or your **family**, tenants or paying guests.
- 4 Aircraft, animals or vehicles hitting the **buildings**.
- 5 Storm or flood.
- 6 Theft or attempted theft but not:
 - if caused by deception;
 - while the home is lent, let or sublet unless violence and force are used to break into or out of your home.
- 7 Subsidence or ground heave of the site your **buildings** stand on, or landslip.
- 8 Escape of water from any fixed appliance, pipe, tank or fish tank but not:
 - loss or damage caused by the failure or lack of grout or appropriate sealant.
- 9 Falling trees or branches, lampposts or telegraph poles.
- 10 Oil leaking from any fixed appliance, pipe or tank.
- 11 Accidental breakage of glass in furniture, mirrors or ceramic hobs in unfixed kitchen appliances.
- 12 Breakage or collapse of satellite television-receiving equipment or television and radio aerials.
- 13 Accidental damage to:
 - audio, hi-fi, television (including satellite receivers and set top boxes), video game consoles, DVD, video or telecommunication equipment;
 - computers;
 - satellite television-receiving equipment or television and radio aerials;
 - but not mobile phones, computer software, **hand-held computers** or electronic toys.
- 14 **Optional additional cover**
Accidental damage to the **contents** (including **hand held computers**) but not damage:
 - excluded under events 1 to 12;
 - caused by or resulting from structural alteration, repair, renovation or other building works
 - caused by a person the home is lent, let or sublet to;
 - to clothing or contact lenses;
 - to **contents** in the open;
 - to mobile phones, computer software, or electronic toys.

Your liability to others

IMPORTANT NOTICE.

Liability arising from incidents which happen in buildings or the land belonging to it is by law, nearly always the responsibility of the occupier rather than the owner. If you are the owner but not the occupier of the building please note that this section does not cover your legal liability as the owner of the home and its land. That cover is included under the Buildings section of this policy.

15 We cover you or your **family** for any legal liability you have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is:

- £10,000,000 for an accident to your domestic employees;
- £2,000,000 for an accident to any other person or property.

We will not pay if the liability arises from you or your **family**:

- owning your home;
- owning or occupying any other premises;
- owning or using **vehicles and craft** (other than hand or foot-propelled boats that you or they do not own).

We will not pay if the liability arises from:

- death, injury or illness of you or your **family**;
- loss of or damage to any property owned by you, your **family** or your domestic employees or that you or they are responsible for;
- you or your **family** passing on any illness or virus;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the United Kingdom).

Extra covers (included automatically)

16 **Contents in the open** – we will pay up to £1,000 for loss or damage caused by events 1 to 10 to **contents** in the open within the boundaries of your home. This includes flowers, plants, shrubs or trees in pots or containers.

17 **Temporary removal** – we will pay up to £5,000 for loss of or damage to **family contents** while temporarily removed from your home to within the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland caused by:

- events 1, 2, 4, 5 and 7 to 10;
- theft from:
 - a deposit box in a bank;
 - a building where you or your **family** work;
 - a house or flat where you or your **family** are temporarily living;
 - any other building, including student accommodation where a member of your family is in full time education at college or university, as long as violence and force are used to break into or out of the building.

We will not pay for:

- loss of or damage to **contents**:
 - removed for sale, exhibition or storage;
 - in the open caused by storm or flood;
- theft of **money** from a building where you or your **family** work;
- loss of or damage to office equipment including laptop computers.

18 **Moving to a new home** – we will pay for sudden and unexpected loss of or physical damage to your **contents** (but not **money**) while they are being moved to your new permanent home in the British Isles by professional removers. This includes while they are temporarily stored for up to seven days in furniture storage.

We will not pay for:

- damage to china, glass and similar brittle items, unless they have been packed by professional packers;
- loss or damage that is not reported to us within seven days of your **contents** being delivered to your new home.

19 **Gifts** – we will increase your sum insured by £5,000:

- one month before and after Christmas or a similar religious festival to cover gifts and related additional purchases;
- one month before and after the wedding day or civil ceremony of you or any member of your **family** to cover gifts and related purchases in your home, at the reception, in the couple's shared home or being transported between any of these places;
- one month before and after the birth of your child or your adoption of a child to cover gifts and related purchases in your home.

20 **Tenant's cover** – if you are the tenant of your home, we will pay for loss or damage caused by events 1 to 6 and 8 to 13 under the buildings section to any:

- fixtures and fittings, greenhouses and sheds you have installed at your home and for which you are responsible;
- part of the structure, decorations, fixtures and fittings of your home that you are responsible for as a tenant under a tenancy agreement. The most we will pay is £10,000.

21 **Jury service** – we will pay up to £50 each day (for up to 20 days) towards loss of earnings and expenses you cannot get back as a result of serving as a juror.

22 **Alternative accommodation** – if your home is not fit to live in following loss of or damage to **contents** for which we will pay a claim under this section, we will pay up to £10,000 for the reasonable cost of similar alternative accommodation (including your pets), or ground rent which you have to pay, for the time necessary for your home to be restored to a condition which is fit to live in.

23 **Replacing locks** – we will pay the reasonable cost of replacing the locks to your home if you lose your house keys or they are stolen anywhere in the world.

24 **Fatal accident cover** – we will pay £10,000 if you or your husband, wife or partner die within 30 days as a direct result of:

- an accident, assault or a fire in your home;
- an accident while travelling in the British Isles as a fare-paying passenger in any road or rail vehicle;
- an assault away from your home but within the British Isles.

25 **Prams and wheelchairs** – we will pay up to £500 if a pram or wheelchair is stolen or damaged anywhere in the world. Accessories are only covered if they are stolen with your pram or wheelchair.

26 **Frozen food** – we will pay the reasonable cost of replacing food and drink in your fridge or freezer that you cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority.

27 **Title deeds** – we will pay up to £2,500 to replace the title deeds of your home following loss or damage caused by events 1 to 10 while they are in your home or in the offices of your mortgage lender, solicitor or bank.

28 **Downloaded music and other information** – we will pay for the cost of replacing music and other downloaded information you have purchased stored on home computers and storage devices and lost or damaged as a result of events 1 to 8.

We will not pay for:

- the cost of reconstituting any films, tapes or discs or rewriting of any stored information.
- the most we will pay for any one event is £2,500.

Settling claims

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. Failure to provide proof of ownership could mean that your claim is refused. We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear:

- on clothing and household linen that cannot be repaired;
- if your sum insured is less than the full cost of replacing all your **contents** as new.

When we pay your claim we will take off the amount of the **excess** shown in your schedule and as shown in your policy. This does not apply under 'Your liability to others' and Extra covers 21 to 28.

The most we will pay for **valuables** is the limit shown in your schedule and/or specification.

The most we will pay for all other items is the limit shown in the policy or the sum insured shown in your schedule. This figure must be enough to replace all the Contents within your home with new items of the same or nearest equivalent quality and type.

If you specify items over £5,000 on your policy we will require a valuation no more than 3 years old to be produced at the time of a claim to prove its value.

Where such evidence is required, this will be shown on your schedule.

See 'Your duty to check information and tell us of any changes' under Conditions which apply to the whole of your policy'.

Matching items (pairs, sets and suites)

We treat each item of a matching pair, set or suite as a separate item. We will not cover the cost of repairing or replacing any undamaged item or part of any item simply because it forms part of a matching set or suite. i.e. if a dining room chair is damaged we will repair or replace the damaged chair only, not the whole set.

Personal possessions section

Events

We cover, anywhere in the world, sudden and unexpected loss of or physical damage to the specified and unspecified items shown in your schedule and/or **personal possessions** specification that are owned by you or your **family** or for which you or they are responsible.

We will not pay for:

- theft from an unattended motor vehicle unless the vehicle was securely locked and the property was hidden in a glove or luggage compartment;
- unauthorised use of a charge, credit or debit card by you or a member of your **family**;
- theft of a pedal cycle if left unattended away from your home unless it is securely locked to a permanent structure or in a locked building;
- theft of pedal cycle accessories, unless they are stolen with the pedal cycle;
- loss of or damage to:
 - sports equipment while it is being used;
 - contact lenses;
 - a pedal cycle while it is being used for racing, pacemaking or trials;
 - household goods;
 - **vehicles and craft** and their keys, key fobs, parts or accessories other than removable audio and satellite navigation equipment not in the vehicle;
 - deeds and documents;
 - documents and certificates showing ownership of shares, bonds and other financial investments.

Unspecified personal possessions

The most we will pay is:

- up to £1,500 for any item of clothing, sports equipment or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards;
- up to £500 for any one unspecified pedal cycle including accessories;
- up to £500 for loss of **money** or the unauthorised use of a charge, credit or debit card. You and your **family** must keep to your card issuer's conditions.

We will not pay more than the sum insured shown in your schedule and/or specification.

Specified items

The most we will pay is the sum insured for that item shown in your schedule and/or specification. The sum insured must be enough to replace the item on a like for like basis with the same or nearest equivalent item as new.

Settling claims

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. We will have the option to use one of our suppliers to validate the loss or repair.

If you specify items over £5,000 on your policy we will require a valuation no more than 3 years old to be produced at the time of a claim to prove its value. Where such evidence is required, this will be shown on your schedule

We will take off an amount for wear and tear on clothing that cannot be repaired.

When we pay your claim we will take off the amount of the **excess** as shown in your schedule.

See 'Your duty to check information and tell us of any changes' under 'Conditions which apply to the whole of your policy'.

Matching items (pairs, sets and suites)

We treat each item of a matching pair, or set as a separate item. We will not cover the cost of repairing or replacing any undamaged item or part of any item simply because it forms part of a matching pair or set.

Family legal expenses section

Please see 'Definitions' below for the meaning of words in bold type in this section.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. To make sure **you** get the most from **your DAS** cover, please take the time to read this policy which explains the contract between **you** and **us**.

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

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on 0344 893 9313 quoting reference 6802507. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **us** on 0344 893 9313 quoting reference 6802507 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

Definitions

The following definitions have specific meanings and are only applicable to the Family Legal Expenses section of the policy. These meanings are shown below and will be printed in bold type.

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 – All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS standard terms of appointment**, plus 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 – For insured incidents **2. Contract disputes** and **3. Personal injury**: The United Kingdom of Great Britain and Northern Ireland, 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. For all other insured incidents: the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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.

Date of occurrence – For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.) For criminal cases, the date **you** began, or are alleged to have begun, to break the law. For insured incident **6. Tax protection**, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

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

Period of insurance – The period for which **we** have agreed to cover **you**.

Preferred law firm – A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS standard terms of appointment**.

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

We, us, our, DAS – DAS Legal Expenses Insurance Company Limited.

You, your – The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

Family Legal Expenses Insurance

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, provided that:

- reasonable prospects** exist for the duration of the claim;
- the **date of occurrence** of the insured incident is during the **period of insurance**;
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and;

- d) the insured incident happens within the **countries covered**.

What **we** will pay

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

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000;
- b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time;
- c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist;
- d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and;
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What **we** will not pay:

- a) in the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **us**;
- b) the first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Insured Incidents

1. Employment Disputes

What is covered – A dispute relating to **your** contract of employment. *Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.*

What is not covered – A claim relating to:

- a) employer's disciplinary hearings or internal grievance procedures;
- b) any claim relating solely to personal injury (see insured incident **3. Personal injury**);
- c) a settlement agreement while **you** are still employed.

2. Contract Disputes

What is covered – A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:

- a) buying or hiring in goods or services;
- b) selling goods.

Please note that:

- **you** must have entered into the agreement or alleged agreement during the **period of insurance**, and;
- the amount in dispute must be more than £250 (including VAT).

What is not covered – A claim relating to the following:

- a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- b) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- c) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- d) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters;
- e) a motor vehicle owned by or hired or leased to **you**.

3. Personal Injury

What is covered – A specific or sudden accident that causes **your** death or bodily injury to **you**. *Please note that we will not defend your legal rights but we will cover defending a counter-claim.*

What is not covered – A claim relating to the following:

- a) illness or bodily injury that happens gradually;
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**;
- c) clinical negligence (please refer to insured incident **4. Clinical negligence**).

4. Clinical Negligence

What is covered – An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

What is not covered – A claim relating to the following:

- a) the failure or alleged failure to correctly diagnose **your** condition;
- b) psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

5. Property Protection

What is covered – A civil dispute relating to **your** principal home, or personal possessions, that **you** own, or are responsible for, following:

- a) an event which causes physical damage to such property but the amount in dispute must be more than £250. *Please note that we will not defend your legal rights but we will cover defending a counter-claim;*
- b) a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over, or in connection with it);
- c) a trespass.

Please note that you must have, or there must be reasonable prospects of establishing you have, legal ownership or right to the land that is the subject of the dispute.

What is not covered:

- a) a claim relating to the following:
 - a contract **you** have entered into;
 - any building or land except **your** main home;
 - 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;
 - work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - mining subsidence;
 - adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession);
 - the enforcement of a covenant by or against **you**.
- b) the first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

6. Tax Protection

What is covered – 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.

What is not covered – Any claim if **you** are self-employed, or a sole trader, or in a business partnership, or any investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

7. Jury Service and Court Attendance

What is covered – **your** absence from work:

- a) to attend any court or tribunal at the request of the **appointed representative**;
- b) to perform jury service;
- c) to carry out activities specified in **your identity theft** action plan under insured incident **9. Identity theft** protection.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

What is not covered – Any claim if **you** are unable to prove **your** loss.

8. Legal Defence

What is covered – **costs and expenses** to defend **your** legal rights if an event arising from **your** work as an employee leads to:

- a) **you** being prosecuted in a court of criminal jurisdiction;
- b) civil action being taken against **you** under:
 - discrimination legislation;
 - data protection legislation.

What is not covered –

- a) any claim relating to **you** driving a motor vehicle;
- b) any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

9. Identity Theft Protection

What is covered:

- a) following a call to the **identity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity;
- 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:
 - **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
 - **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**;
 - loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- **you** must notify **your** bank or building society as soon as possible;
- **you** must tell **us** if **you** have previously suffered **identity theft**, and;
- **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not covered – Any claim relating to the following:

- a) fraud committed by anyone entitled to make a claim under this policy;
- b) losses arising from **your** business activities.

Family Legal Expenses Exclusions

1. Late reported claims

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

2. Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4. Legal action we have not agreed

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

5. Defamation

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

6. A dispute with DAS

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

7. Judicial review

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

8. Nuclear, war and terrorism risks

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

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

9. Litigant in person

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

Family Legal Expenses Conditions

1. Your legal representation

- a) 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;
- b) if the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**;
- c) if **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time;
- d) the **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

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

3. Offers to settle a claim

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

4. Assessing and recovering costs

- a) **you** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this;
- b) **you** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

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

7. Expert opinion

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

8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. 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 the parties or one party may pay all the costs.

9. Keeping to the section terms you must:

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

10. Fraudulent claims

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

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

11. Claims under this section by a third party

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

12. Other insurances

If any claim covered under this section 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.

13. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data protection

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

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the 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 the personal 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.

What is our legal basis for processing your information?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

How long will your information be held for?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at dataprotection@das.co.uk

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via email: dataprotection@das.co.uk

How to make a complaint about the processing of personal data

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

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

www.ico.org.uk

DAS Head and Registered Office:

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

Registered in England and Wales | Company Number 103274 | Website: 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.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:

**DAS Law Limited | North Quay | Temple Back | Bristol |
BS1 6FL**

Registered in England and Wales | Company Number 5417859 | Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

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.

Helplines

The following helpline services are available under this section. **You** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls. When phoning, please quote policy number 6802507.

Legal Advice Service 0344 893 9313

We provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, 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 0344 893 9313

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

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Health & Medical Information 0344 893 9313

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

Health and medical information is provided by a medically qualified person 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 0344 848 7071

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

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

Counselling Service 0344 893 9012

(24 hours a day, seven days a week.)

We will provide you with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which we refer you.

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

Conditions which apply to the whole of your policy

Conditions

- 1 You must do all you can to prevent and reduce any costs, damage, injury or loss.
- 2 You must tell us about any insurance related incidents of loss, damage (such as fire, water damage, theft or an accident) or liability as soon as possible whether or not they give rise to a claim. You must give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 3 You must report any loss, theft, attempted theft or malicious damage to the police as soon as possible.
- 4 **Fraud**
If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell us about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, we will:
 - void the policy in the event of any fraud which occurred during the application process, which means we will treat the policy as if it had never existed; or
 - terminate the policy with effect from the date of any fraud which occurred during the period of insurance;and in either case, we will:
 - not return to you any premium paid;
 - not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;

- seek to recover any money from you for any claim we have already paid which is later established as invalid, including the amount of any costs or expenses we have incurred;
 - inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection' in your statement of facts.
- 5 We may cancel your policy where there is a valid reason for doing so by giving you seven days notice in writing to your last known address. We will refund any premium which may be due to you in accordance with the terms of this condition. Valid reasons may include but are not limited to:
- If you advise us of a change of risk under your policy which we are unable to insure;
 - Where you fail to respond to requests from us for further information or documentation;
 - Where you have given incorrect information and fail to provide clarification when requested;
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

You have the right to cancel your policy at any time by contacting your insurance advisor.

If the policy is cancelled, either by you or us, within 14 days of you receiving it (or for renewals, within 14 days of your policy renewal date), if no claims have been made we will refund the premium you have paid. If a claim is made we will charge you for the days we have been on cover (applying a minimum premium of £15 plus Insurance Premium Tax). The balance of the premium will be returned to you.

If the policy is cancelled, either by you or us, after 14 days of you receiving it (or for renewals, after 14 days of your policy renewal date), we will charge you on a pro rata basis for the time we have been on cover.

Where either you or we cancel your policy and you pay under a credit agreement with us, you authorise us on your behalf to cancel your credit agreement.

If you fail to pay your premium we may cancel the policy and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your policy by a third party but seek full recovery of any payments made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

- 6 Your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.

- 7 If any claim is covered by any other insurance, we will not pay for more than our share of that claim.

8 **Your duty to check information and tell us of any changes**

It is important you check your most recent statement of facts as this sets out the information we were given when we agreed to provide you with the cover and the terms of your policy.

Although we may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete.

You must tell us immediately if any of your information is incorrect or changes. If we have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information please contact us as soon as possible.

Changes to information we need to be informed of include, but are not limited to, these situations:

- a temporary or permanent change of address;
- if your home becomes **unoccupied** or unfurnished;
- a change of occupancy (e.g. becoming let, sublet or part let);
- if the costs of rebuilding your home in full or replacing all of your **contents** as new exceed the limits shown in your schedule;
- if you or anyone currently living with you has a conviction, pending prosecution or a police caution for any offence other than driving offences;
- if you or anyone currently living with you have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgements in relation to debt;
- if you change your occupation;
- if your home is being used for business or professional purposes;
- if your home is not in a good state of repair;
- if your home is undergoing structural alteration, repair, renovation or other building works and the total cost exceeds, or is likely to exceed, £25,000 (including materials).

Any changes, if accepted by us, will apply from the date indicated on your updated schedule. In this case we will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to us and we are no longer able to provide you with cover, we or you can cancel your policy, as set out under Condition 5.

If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- 1) If we would not have provided you with any cover we will have the option to:
 - a. void the policy, which means we will treat it as if it had never existed and repay the premium paid; and
 - b. seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
- 2) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.
- 3) If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium to be paid in full.

9 Building Works

If you plan to undertake any structural alteration, repair, renovation or other building work at your property and the total cost is more than £25,000 (including materials) you must tell us at least 21 days before work commences so that we can assess any increase in the risk of loss or damage to your home.

We may then alter the terms of your policy or we may be unable to continue insuring your home. Examples of situations where we may be unable to continue cover include, but are not limited to:

- where you have entered into a contract which removes or limits your legal rights against the contractor;
- where your contractor does not hold adequate Public Liability cover;
- where the home is to be unoccupied for more than 60 days.

Exclusions which apply to the whole of your policy

We will not pay for the following.

- 1 Any reduction in value.
 - 2 Any loss which happens as an indirect result of an event for which you are insured.
 - 3 Any accident or incident that happens outside any period of insurance covered by this policy.
 - 4 Loss or damage resulting from any structural alteration, repair, renovation or other building work where the total cost exceeds, or is likely to exceed, £25,000 (including materials) unless we have been provided with full details at least 21 days before the works commence and have agreed continued cover.
 - 5 Loss or damage to any items used in connection with any business, trade or profession except office equipment used for clerical purposes in the home or items insured as specified **personal possessions**.
 - 6 Any legal liability resulting from any business, trade or profession.
 - 7 Any claim resulting from:
 - deliberate or criminal acts by you or your **family**;
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, the effects of light or the atmosphere, frost, wet or dry rot;
 - 8 We will not pay for any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.
- any process of cleaning, repair or alteration;
 - vermin, insects and chewing, scratching, tearing or fouling by pets;
 - electrical or mechanical failure or breakdown;
 - faulty design, materials or workmanship;
 - the failure of a computer chip or computer software to recognise a true calendar date;
 - computer viruses;
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - war, revolution or any similar event;
 - pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary as they will generally be able to provide you with an immediate response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you. (For example on your welcome or renewal communication or on claim acknowledgement letters).

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567
(free on mobile phone and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Making a claim

If you need to make a claim you can contact us on the numbers below.

When you contact us about a claim you will need to tell us:

- your name, address and telephone number(s);
- the place where the loss or damage occurred;
- what caused the loss or damage.

Emergency assistance

0800 923 4202

24 hours a day. We will arrange to put you in contact with a contractor, glazier or locksmith to carry out emergency repairs at your home.

Claims advice and assistance

0800 923 4200

Monday and Tuesday 8-6, Wednesday to Friday 9-5 and Saturdays 8-4.

Family legal expenses

If you wish to speak to a **DAS** legal team about a legal problem, please phone **DAS** on 0344 893 9313 quoting reference 6802507.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **DAS** on 0344 893 9313 quoting reference 6802507.

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

DAS Legal Expenses Insurance Company Limited

The Head and Registered Office: DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol BS1 6NH Registered in England and Wales, number 103274 | www.das.co.uk
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DAS Law Limited

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