

ASDA

Financial Services

Your Home Insurance policy booklet

We've got you covered 24 hours a day, 7 days a week

To make a claim, call 0845 602 0229[†]

Please keep this booklet in a safe place

Now you've got ASDA Home Insurance we'll take care of you and your home

Thank you for choosing Asda Home Insurance. You can be sure of great protection and great service.

How to use this booklet

This booklet contains all the information **You** need to help **You** make a claim, whether it's for a DIY accident that ruins your carpet, a flooded home or a stolen bicycle (subject to **Policy** cover). **You** will find all aspects of **Your Policy** explained here, the things **You** can claim for, what's not covered and how to get help and advice if **You** need it.

Useful telephone numbers:

Customer services: **0845 605 0145[†]**

Open 8am to 10pm Mon - Fri, 8am to 6pm Sat and 10am to 4pm Sun.

24hr claims line: **0845 602 0229[†]**

Open 24 hours a day, 7 days a week.

24hr legal helpline: **01775 764 183[†]**

Open 24 hours a day, 7 days a week.

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Your contract

Welcome to **Your Home** Insurance Policy.

The information **You** have supplied forms part of the contract of insurance with the **Insurer** as arranged and administered by **Us**. **Your Policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

There is a choice of law for this insurance but unless **We** agree otherwise English law applies.

In return for having accepted **Your** premium, the **Insurer** will in the event of injury loss or damage happening within the **Period of Insurance**, provide insurance as described in the following pages and referred to in **Your Schedule**. If after reading these documents **You** have any questions please contact **Us**.

Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of their **Buildings** and/or contents being lost or damaged against a range of specified events such as fire, theft and weather related losses throughout the duration of the **Policy**, that their claims will be met.

The decision to take this product is entirely the customer's and therefore **We** cannot offer **You** a personal opinion or recommendation to take it.

What the terms mean

The following words or phrases have the same meaning whenever they appear.

Accidental Damage

Damage caused as a direct result of a single unexpected event.

Buildings

The structure of the **Home** including landlord's fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, ornamental ponds, fountains, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and domestic outbuildings.

Endorsement(s)

A change to the terms of the **Policy** as shown under **Endorsements** in the schedule.

Europe

Republic of Ireland, England, Wales, Scotland, Northern Ireland, The Channel Islands, Isle of Man, The Faroe Islands, Iceland, France, Germany, Switzerland, Austria, Holland, Belgium, Liechtenstein, Czech Republic, Slovakia, Hungary, Romania, Bulgaria, Poland, Albania, Italy, Vatican City, San Marino, Monaco, Cyprus, Malta, Spain, Portugal, Andorra, Azores, Canary Islands, Balearic Islands, Gibraltar, Croatia, Slovenia, Yugoslavia (Serbia and Montenegro), Macedonia, Bosnia Herzegovina, Norway, Sweden, Finland, Denmark, Estonia, Latvia and Lithuania.

Excess

The amount **You** are required to pay as the first part of certain claims made under the **Policy**. In the event of a claim being made under more than one Section of the **Policy** for the same incident, **You** are only responsible for one **Excess**.

**Family/Family's
Your Domestic Partner** and each member of **Your Family** permanently residing with **You**.

Home

The private residence shown in the schedule including its garages and domestic outbuildings if they form part of the property.

Insurer/Their/They

The authorised **Insurer** or Lloyd's syndicate shown on the current schedule.

Period of Insurance

The dates shown in the schedule.

Policy

Your Policy booklet and most recent schedule which include any **Endorsements** that apply.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **You** or **Your Family** for more than 30 consecutive days or is occupied by squatters.

We/Us/Our/Administrator

BDML Connect, trading as
ASDA Financial Services
The Connect Centre
Kingston Crescent
Portsmouth PO2 8QL

You/Your

The person or persons named in the schedule as the policyholder.

Your Policy is designed to help **You** understand the extent of cover provided.

You will find on many of the pages these headings:

What is covered

These sections give detailed information on the insurance provided and must be read with "What is not covered" at all times.

What is not covered

These sections draw **Your** attention to what is not included in the scope of **Your Policy**.

If You have any problems

Complaints Procedure

We always aim to give **You** excellent service, so if **You** feel let down and want to complain, **We**'ll take it very seriously, to make sure **Your** voice is heard and **Your** complaint resolved.

When **You** contact **Us**:

- Please head **Your** letter 'Complaint'
- Please give **Us Your** name and contact telephone number
- Please quote **Your** policy and/or claim number and the type of policy **You** hold
- Please explain clearly and concisely the reason for the complaint

Our promise to You

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Learn from **Our** mistakes
- Use the information from complaints to continually improve **Our** service

Step 1

If **You** have a question or complaint about this insurance, please contact us on 0845 605 0145.

Step 2

If **You** wish to make **Your** complaint in writing.

- Explain clearly and concisely the reason(s) for **Your** complaint

the letter should be sent to:

The Quality Manager
ASDA Financial Services
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire PO2 8QL

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

Step 3

If **Your** complaint is about the **Insurer We** will provide **You** with details so that **You** can contact the Chief Executive of the **Insurer** identified in **Your** current **Schedule**.

Or, if the **Insurer** concerned is a Lloyd's of London Syndicate **You** can contact:

Lloyds Complaints Department
Policyholder & Market Assistance
Department
Lloyds
One Lime Street
London EC3M 7HA

Step 4

If, after making a complaint to **Us** and /or the **Insurer**, **You** are still not happy and feel the matter has not

been resolved to **Your** satisfaction please contact:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0845 080 1800

Please note **You** have six months from the date of the final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us** and the **Insurer**.

For our joint protection, calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

If **We** or **Your insurer** were unable to meet **Our** obligations **You** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at www.fscs.org.uk or by calling **Us**.

For details of the Complaints Procedure for Family Legal Protection please see Part - F.

General Conditions

You and **Your Family** must comply with the following conditions to have the full protection of **Your Policy**.

If **You** or **Your Family** do not comply with them **We** or the **Insurer** may at **Our** or **Their** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured.

Full value means:

- for the **Buildings**:
the estimated cost of rebuilding if the **Buildings** were completely destroyed. This is not the market value.
- for the Contents:
(other than clothes, furs and household linen) the current cost as new.
- for clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

Changes in Your circumstances

You must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- change of address
 - structural alteration to **Your Home**
 - if **You** or **Your Family** intend to lend, let or sub-let **Your Home**
 - if **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes
 - if **Your Home** will be **Unoccupied** for more than 30 consecutive days
- You** must also notify **Us** as soon as possible if **You** or **Your Family** have received a conviction or a Police caution, or been charged with but not yet tried, for any offence other than driving offences.

We will then advise **You** of any change in terms.

If **You** are in any doubt please contact **Us**.

Taking care of Your property

You and **Your Family** must take all reasonable precautions to avoid injury, loss or damage and take all practicable steps to safeguard all the property insured from loss or damage.

You must maintain the insured property in good repair.

Cancelling Your Policy - within 14 days

You have the legal right, within 14 days of receipt of the **Policy** documents, to decide not to proceed further with the contract. To do so **You** must write to the **Administrator**.

ASDA Financial Services
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire
PO2 8QL

Where this happens **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any agreed charges detailed in the terms of business, unless a total loss claim has been made and then the premium in full must be paid.

Cancelling Your Policy - after 14 days of receipt of Your Policy Documents

You may cancel this **Policy** by writing to the **Administrator**.

ASDA Financial Services
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Where this happens **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any administration charge detailed in the terms of business if:

- **You** have paid the premium in full; and
- **You** have not made a claim during the current **Period of Insurance**.

We, or the **Insurer**, may cancel this **Policy** by giving **You** seven days notice in writing. **We** or the **Insurer** will send any notice to **Your** last known address. A proportionate refund of the premium paid (less any administration fee) will be allowed provided that:

- **You** have not claimed in the current **Period of Insurance**; and
- **You** have paid the premium in full.

If **You** or **We** or the **Insurer** cancel this **policy** at any time and **You** have made a claim where no recovery occurred during the current **Period of Insurance** and the premium is being paid by instalments, the outstanding balance including interest charges will become payable by **You**

Premiums paid and up to date

The cover provided is dependent on all premiums due in the **Period of Insurance** being paid in full.

So for:

Annual Premiums - Amounts to have been paid and cleared by **Us**.

Payment by Direct Debit - If the premiums are paid monthly these will be collected on the cover start date of the

insurance shown on the schedule and on the same day of each following month. If one or more instalments have been paid, non-payment of a subsequent instalment will cancel this **Policy** with effect from the due date of the unpaid instalment.

Claims conditions - How to claim

These conditions do not apply to Family Legal Protection where separate conditions apply.

You and **Your Family** must comply with the following Claims conditions to have the full protection of **Your Policy**.

If **You** or **Your Family** do not comply with them, the **Insurer** may at **Their** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

The first thing You must do

If property is lost or theft or malicious damage is suspected, **You** must immediately inform the Police and obtain a crime or lost property reference number.

Failure to do so may invalidate **Your** claim.

We recommend that You check Your Policy cover

Check that the loss or damage is covered. The **Policy** contains details of what is covered and how claims are settled.

You should always immediately:

- contact **Us** by phone on the number shown on the front of **Your Policy** booklet
- take all reasonable steps to

- recover missing property
- take all reasonable steps to prevent further damage.

Claims process

If you telephone **Us**, **We** will:

- i take details of the loss
- ii notify the loss to the **Insurer**
- iii where necessary arrange for someone to call or contact **You** by phone as soon as possible to discuss **Your** claim. This person may be one of the **Insurer's** own claims staff or an independent Chartered Loss Adjuster.

What You must do after making Your claim

- tell **Us** and provide full details in writing immediately if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them, and send to **Us** immediately any writ, summons, letter of claim or other document;
- if requested send written details of **Your** claim to **Us** within 30 days;
- supply at **Your** own expense all reports, certificates, plans, specification, information and assistance that **We** may require.

What You must not do

- admit or deny any claim made by someone else against **You** or **Your Family** or make any agreement with them. **We** or the **Insurer** have the right to negotiate, settle or defend any such claim in **Your** name and on **Your** behalf and take possession of the insured property and deal with salvage;
- abandon any property to **Us** or the **Insurer**;
- dispose of damaged items as **We** or

the **Insurer** may need to see them.

To do so may invalidate **Your** claim.

Fraud

You and **Your Family** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect;
- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect;
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance;

then:

- the **Insurer** shall not pay the claim;
- the **Insurer** shall not pay any other claim which has been or will be made under the **Policy**;
- the **Insurer** may at **Their** option declare the **Policy** void;
- the **Insurer** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date;
- the **Insurer** shall not make any return premium;
- the **Insurer** may inform the Police of the circumstances.

Should **You** have any query please contact **Us**.

How the Insurer settles claims

Lost property

Where property has been lost the **Insurer** will replace with the closest possible match.

Damaged property

Where possible, damaged property will be repaired. Where repair is not possible the property will be replaced with the closest possible match.

Where repair or replacement is not possible, the **Insurer** will pay in cash the amount of the loss or damage.

Where repair or replacement is possible but under the circumstances the **Insurer** considers it appropriate to make a cash settlement, the sum payable will reflect any discounts the **Insurer** may have received if **They** had replaced the property.

Cash payment

Wherever cash payments are made, the sum payable reflects the lost or damaged property at today's prices.

Replacement

Where replacement of property is arranged, the **Insurer's** settlement cheque will be sent directly to the supplier.

Matching items or areas and carpets

Where loss or damage occurs and an exact repair or replacement is not possible the **Insurer** will endeavour to provide the closest match. If the lost or damaged item or area matched others in the **Home**, the **Insurer** will only pay for the lost or damaged item or area.

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item.

Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms or areas.

Will a deduction be made for wear and tear?

Contents – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other Contents provided they have been maintained in good repair and the sum insured represents the full value of the property (see General conditions on page 5 and Claims conditions on page 7).

Buildings – If repair or reinstatement is carried out there will be no deduction provided that the sum insured represents the full value of the property and it has been maintained in good repair.

Other insurance policies

If any injury loss or damage is covered by any other insurance the **Insurer** will not pay more than **Their** proportion.

General exclusions

These exclusions apply throughout Your Policy

The Insurer will not pay for:

Riot/Civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Reduction in market value

Any reduction in market value of any property resulting from its repair or reinstatement.

Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Radioactive contamination

Loss or damage to any property or any loss or expense resulting or arising therefrom or any legal liability, directly or indirectly caused by or contributed to by or arising from:

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

War risks

Any loss, damage or liability directly or indirectly occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power or martial law.

Pollution/Contamination

Loss, damage, liability or bodily injury

arising directly or indirectly from pollution or contamination unless caused by:

- a sudden and unforeseen and identifiable incident
- leakage of oil from a domestic oil installation at **Your Home**.

Date change

1 Loss or damage to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system directly or indirectly caused by:

- failure to correctly recognise data representing any calendar date in such a way that it does not work properly or at all
- computer viruses.

2 Legal liability directly or indirectly arising from:

- any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system failing to correctly recognise data representing any calendar date in such a way that it does not work properly or at all.
- computer viruses.

Subsequent loss or damage or legal liability for which cover is in force under this **Policy** is not affected.

Inflation protection

To help protect **You** against the effect of inflation the sum insured for Contents/ Personal possessions and **Buildings** may be increased at the end of each month based on changes in the following indices:

Contents/Personal possessions

The Consumer Durables section of the Retail Price Index compiled by the Office of National Statistics.

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable, the **Insurer** will use a suitable alternative index.

If an index should fall, the sums insured and monetary limits will be maintained. There is no charge for this inflation protection at the time of the monthly increase but at the next renewal of **Your Policy** the premium will be based on the increased sums insured.

Although **You** have the benefit of inflation protection, **You** should not rely on this alone to keep the **Buildings** and Contents sum insured at the correct level.

The value of **Your Buildings** or Contents may be growing faster than inflation – perhaps because of a new extension or acquired items.

It is a condition of **Your Policy** to insure for the correct sum – see page 6.

Part A - Contents standard cover

Your schedule will show if this section has been chosen.

What are Contents?

All of the following things are included provided that they belong to **You** or **Your Family** or **You** or **Your Family** are legally responsible for them.

Household goods

Tenants fixtures, fittings and interior decorations.

Business equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunication equipment, office furniture, and stock (not held for sale). It does not include tools or business stock.

Personal effects

Clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles. It does not include Valuables or Money.

Valuables

Jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Money

Coins and bank notes in current use, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, money orders, travel tickets

including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

What Contents are not covered?

- a Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs, models and toys are covered
- b Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above
- c Plant or any living creature
- d Property more specifically covered by any other insurance
- e Documents other than as shown in cover 20
- f Lottery tickets and raffle tickets
- g Any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible as occupier.
- h Any loss, damage, legal liability, cost or expense of any kind for any property, which **You** hold in trust or use in connection with any business, trade or profession (other than **business equipment**).

What is the most the Insurer will pay?

The **Insurer** will not pay more in total than the sum insured shown for Contents in **Your** schedule for any one claim under causes 1-11 and

covers 12, 13, 18, 28 and 29. The **Insurer** will pay in addition amounts due under covers 14–17 and 19–27 up to the limits shown.

The following limits apply:

- for any one valuable £2,500
- for any one claim 1/3 of Contents sum insured
- for Valuables
- for Money £500

- for frozen food £1,000
- for any one pedal cycle £500
- for credit cards £1,000

These are the standard limits, if **You** have increased any of them the revised limits which apply to **Your Policy** will be shown in **Your** schedule.

Inflation Protection applies see page 11.

What is covered

Loss or damage to **Your** or **Your Family's** contents while they are in the **Home** by the following causes:

- 1 Fire, smoke, explosion, lightning, earthquake.
- 2 Storm or flood.
- 3 Theft or attempted theft. Minimum security precautions **Endorsement** may apply.

What is not covered

The amount of the **Excess** shown in the schedule for cover 4, where the excess is £250 and for covers 25, 26 and 27.

- 1 Smoke damage arising gradually or out of repeated exposure.
- 2 Loss or damage caused by:
 - a frost
 - b rising ground water levels.
- 3 a Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**
 - b loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
 - c loss or damage caused by any person lawfully in **Your Home**.
 The **Insurer** will not pay for the following unless there has been forcible and violent entry to or exit from the **Home**:
 - i theft of pedal cycles
 - ii theft of Money
 - iii loss or damage from the **Home** if any part is let, lent or sub let or occupied by anyone but **You** or **Your Family**

What is covered	What is not covered
	<p>iv loss or damage from any part of the Home which is used for any business, trade, profession or employment purposes.</p> <p>The Insurer will not pay more than £5000 for any one claim for Contents in a garage or outbuildings.</p>
<p>4 Escape of water from:</p> <p>i a fixed:</p> <ul style="list-style-type: none"> - water installation - drainage installation - heating installation <p>ii a plumbed in washing machine, plumbed in dishwasher, water bed, refrigerator or deep freeze cabinet.</p>	<p>4 Loss or damage while the Home is Unoccupied or Unfurnished.</p> <p>The first £250 of any damage</p>
<p>5 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p>	<p>5 Loss or damage while the Home is Unoccupied or Unfurnished.</p>
<p>6 Malicious persons or vandals.</p>	<p>6 a Loss or damage while the Home is Unoccupied or Unfurnished.</p> <p>b Loss or damage caused by You or Your Family or any person lawfully in Your Home.</p>
<p>7 Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>8 Subsidence or ground heave of the site on which the Buildings stand or landslip.</p>	<p>8 Loss or damage:</p> <ul style="list-style-type: none"> a resulting from coastal or riverbank erosion b caused by compaction of infill c caused by settlement, shrinkage or expansion of the Building d arising from defective design, defective materials or faulty workmanship e occurring whilst the Home is undergoing demolition, structural alteration or structural repair.

What is covered	What is not covered
9 Collision by: <ul style="list-style-type: none"> i aircraft ii aerial devices iii road or rail vehicles iv animals or anything dropped from them. 	9 Loss or damage caused by: <ul style="list-style-type: none"> a domestic pets b insects.
10 Falling trees or branches.	10 a The cost of removal of the fallen tree or branch b loss or damage caused during tree felling, lopping or topping.
11 Breakage or collapse of: <ul style="list-style-type: none"> i satellite dishes ii TV or radio aerials, aerial fittings or masts iii lamp posts iv telegraph poles v electricity pylons poles or overhead cables. 	11 Loss or damage of the items themselves.
12 Home entertainment equipment. <p>Accidental Damage to:</p> <ul style="list-style-type: none"> i television sets and their aerials ii radios iii record players, compact disc players and tape recorders iv video recorders (VCR's) v DVD players vi home computers vii cable/satellite/digital television receivers. 	12 a Mechanical or electrical breakdown or failure b loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it c damage caused by or in the process of cleaning, maintenance, repair, dismantling, altering or dyeing d loss or damage by chewing, scratching, tearing or fouling by domestic pets e damage caused by wear and tear f damage caused by rot, fungus, insects or vermin g damage caused by the action of light or any atmospheric or climatic condition h damage caused by any gradually operating cause i Accidental Damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> i erasure or distortion of data

What is covered**What is not covered**

	<ul style="list-style-type: none">ii accidental erasure or mislaying or misfiling of documents or recordsiii virusesj damage to records, discs, cassettes and tapesk damage to equipment not in or on the Homel damage to equipment designed to be portable whilst being transported carried or moved (e.g. laptops, computers, portable compact disc players and portable televisions).
<p>13 Mirrors and glass.</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none">i mirrorsii fixed glass in and glass tops of furnitureiii ceramic hobs and ceramic tops of movable cookersiv glass oven doors.	<p>13 Loss or damage while the Home is Unoccupied or Unfurnished.</p>
<p>14 Replacement of locks if keys are lost or stolen.</p> <p>The Insurer will pay for the cost of replacing keys and locks or lock mechanism to:</p> <ul style="list-style-type: none">i external doors and windows of the Homeii a safe within or an alarm protecting the Home following the loss of their keys.	<p>14 The cost of replacing keys and locks to a garage or outbuilding.</p> <p>This cover can be found under both the Buildings and Contents part.</p> <p>Where both sections are in force the Insurer will only pay under one part.</p> <p>The Insurer will not pay more than £500 for any one claim.</p>
<p>15 Liability for Credit Cards.</p> <p>You or Your Family's liability under the terms of any credit card, cheque card or cash dispenser card</p>	<p>15 a Any loss unless You or Your Family have complied with the terms and conditions of the issuing authority</p> <p>b any loss or claim due to accounting errors or omissions.</p>

What is covered**What is not covered**

agreement as a direct result of its theft from the **Home** and following its unauthorised use by any person not related to or residing with **You**.

The **Insurer** will not pay more than £1,000 for any one claim.

16 Accidental loss of oil and metered water.

The **Insurer** will pay for accidental loss of domestic heating oil and metered water.

16 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

The **Insurer** will not pay more than £1,000 for any one claim.

17 Contents removed to the garden.

Loss or damage by causes 1-11 to Contents while in the open within the boundaries of the land belonging to the **Home**.

17 Loss or damage to:
a **Valuables** or **Money**
b plants and trees.

The **Insurer** will not pay more than £1,000 for any one claim.

18 Temporary removal.

Loss or damage by causes 1-11 to Contents temporarily removed from the **Home** to:

- i any bank or safe deposit
- ii any occupied private residence
- iii any Building where **You** or **Your Family** are working or temporarily residing while anywhere in **Europe**.

The **Insurer** will provide insurance protection for Contents in the **Home** during normal periods of unoccupancy, for example when **You** are on holiday. However, if **You** are going away for 30 consecutive days or more or if the **Home** is to be vacated please tell **Us** as this will affect the terms of **Your Policy**.

18 Loss or damage:

- a By theft unless it involves forcible and violent entry to or exit from a **Building**
- b from a caravan, mobile home or motor home
- c outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.

The **Insurer** will not pay more than 20% of the sum insured for Contents for any one claim.

What is covered**What is not covered**

19 Alternative accommodation.

While the **Home** cannot be lived in because of loss or damage covered by this **Policy**, the **Insurer** will pay for:

- i rent payable for which **You** are legally liable; or
- ii the reasonable cost of comparable alternative accommodation for **You** and **Your Family** and **Your** domestic pets.

The **Insurer** will not pay more than 20% of the sum insured for Contents for any one claim.

20 Documents.

Loss or damage by causes 1-11 to documents (other than **Money**) whilst:

- i within the main **Building** of the **Home**; or
- ii deposited for safe custody in any bank safe deposit, bank or solicitor's strongroom anywhere in the world.

- 20 a Property more specifically covered by any other insurance
- b property used for business, trade, profession or employment purposes.

The **Insurer** will not pay more than £250 for any one claim.

21 Visitors personal effects.

Loss or damage by causes 1-11 to visitors personal effects while **They** are in the **Home**.

The **Insurer** will not pay more than £1,000 for each visitor for any one claim.

What is covered**What is not covered**

22 Automatic 10% increase in sum insured for gifts and provisions.

The Contents sum insured is automatically increased by 10% for gifts and provisions:

- i during the period of 1st December to 15th January
- ii during the period 30 days before and 30 days after **Your** wedding day or that of a member of **Your Family**.

23 Frozen food.

a Loss or damage to food in the cold compartment of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:

- i a change in temperature
- ii contamination by refrigerant or refrigerant fumes.

b The refrigerator or deep freeze cabinet must be:

- i in the **Home**
- ii owned by or the responsibility of **You** or **Your Family**

23 Loss or damage resulting from:

- a the deliberate act of **You** or **Your Family** or any electricity supplier
- b strike, lock-out or industrial dispute
- c property more specifically covered any other insurance
- d property used for business trade profession or employment purposes.

The **Insurer** will not pay more than £1,000 for any one claim.

24 Business equipment.

The **Insurer** will pay up to £5,000 in total for loss or damage to Business equipment within **Your Home**.

The most the **Insurer** will pay for any one item is £2,000.

24 Loss or damage specifically excluded under Part A - Contents standard cover.

What is covered

25 Liability to domestic staff.

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) for bodily injury or illness (including death or disease) of any domestic staff under a contract of service at the insured address with **You** solely for private domestic duties within the United Kingdom, the Channel Islands and the Isle of Man.

What is not covered

25 Legal liability to pay compensation from bodily injury (including death or disease) sustained by any domestic staff when domestic staff are:

- i carried in or upon a vehicle; or
- ii entering or getting on to or alighting from a vehicle

where such bodily injury is caused by or arises out of the use by **You** or **Your Family** of a vehicle.

For the purpose of this exception the expressions, "use" and "vehicle" have the same meaning as the Road Traffic Act 1988 or similar legislation.

The **Insurer** will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by **Us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

26 Tenant's liability.

Any amount up to 20% of Contents sum insured for any claims or series of claims arising from any one event or one source or original cause that **You** or **Your Family** become legally liable to pay as tenant of the **Home** in respect of:

- i damage to the **Buildings** by any cause specified under **Buildings Policy**
- ii **Accidental Damage** to any cable, pipe (including any drain inspection cover) or underground sewage tank providing a service to the **Home**

26 Loss or damage to gates, hedges and fences.

Loss or damage if the **Home** has been left **Unoccupied** or **Unfurnished**.

What is covered**What is not covered**

- iii accidental breakage of fixed glass in:
 - windows
 - doors
 - fanlights
 - skylights
 - greenhouses
 - conservatories
 - verandas
 - fixed ceramic hobs or hob covers
 - fixed sanitary ware and bathroom fittings.

27 Liability to the public.

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring in respect of accidental:

i death, bodily injury or illness of any person not an employee of either **You** or **Your Family**

ii damage to property not belonging or in the custody or control of **You** or **Your Family**

and arising from:

- 1 the occupation of the **Home** (but not its ownership); or
- 2 the private pursuits of **You** or **Your Family**.

27 Legal liability to pay compensation or costs arising from:

- a any business, trade, profession or employment
- b the transmission of any communicable disease or virus
- c any mechanically propelled vehicle (other than motorised gardening equipment and wheelchairs)
- d aircraft or watercraft (except models, toys or any hand or foot propelled watercraft under 5 metres in length, sailboards or surfboards) owned by or in the custody or control of **You** or **Your Family**
- e the ownership, possession or use of of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable) and any dog specified under the Dangerous Dogs Act (1991) or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending legislation
- f any action for damages brought in a court outside the United Kingdom, Isle of Man and the Channel Islands
- g death or bodily injury (including disease and illness) to **You** and **Your Family**

What is covered

What is not covered

- h a contractual obligation
- i the use of firearms other than sporting guns used for sporting purposes
- j the use of horses for racing, steeplechasing or hunting
- k the ownership, use or possession of any caravan or trailer whilst being towed
- l criminal acts
- m an assault, alleged assault or a deliberate, wilful or malicious act.

The **Insurer** will not pay more than £2,000,000 (including costs) for any claim or series of claims arising from any one event or one source or original cause.

Part B - Contents additional cover

Your schedule will show if this extension has been chosen

What is covered

28 Accidental loss or damage to contents whilst in the **Home**.

What is not covered

28 Accidental loss or damage:

- a specifically excluded under Part A
 - Contents standard cover
- b more specifically covered elsewhere in this **Policy**
- c by any gradually operating cause
- d by wear and tear
- e by chewing, scratching, tearing or fouling by domestic pets
- f by rot, fungus, insects or vermin
- g caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
- h by the action of light or any atmospheric or climatic condition
- i by mechanical or electrical breakdown or failure
- j arising directly or indirectly from depreciation in value
- k arising from the cost of remaking any film disc or tape or the value of any information contained on it
- l to computers or computer equipment:
 - i by erasure or distortion of data
 - ii by accidental erasure or mislaying or misfiling of documents or records
 - iii by viruses
 - iv by contamination
- m to food, drink and plants
- n to contact lenses
- o while the **Home** is **Unoccupied** or **Unfurnished**.

What is covered

29 House removal.
Accidental loss or damage to Contents whilst in the course of removal by professional removal contractors from the **Home** to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.

What is not covered

29 Accidental loss or damage:

- a to Money
- b to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors
- c to jewellery
- d during sea transit
- e whilst the Contents are in storage
- f by mechanical or electrical breakdown or failure.

Part C - Personal possessions

Inflation protection applies see page 11.

What are Personal possessions?

All of the following things are included provided that **They** belong to **You** or **Your Family** or **You** or **Your Family** are legally responsible for them and **They** are mainly used for private purposes.

Personal effects

Clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs and sports equipment. It does not include **Valuables** or **Money**.

Valuables

Jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Money

Coins and bank notes in current use, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

What is the most the Insurer will pay?

The **Insurer** will not pay more in total than the sum insured shown for Personal possessions in **Your** schedule for any one claim under this section.

NB: The sum insured under this section is included within the sum insured for Contents standard cover and is not in addition to it.

The following limits apply:

- for **Money** £500
- for credit cards £1,000
- for any one pedal cycle £500
- for any one **Valuable** £2,500

These are the standard limits. If **You** have increased any of them the revised limits which apply to **Your Policy** will be shown by **Endorsement** in **Your** schedule.

What is covered

- 1 Loss or damage to **Valuables, Money** and **Personal effects** belonging to **You** or **Your Family** whilst:
 - i anywhere in **Europe**, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean; or
 - ii anywhere in the world for up to 60 days during any **Period of Insurance**.

What is not covered

- 1 The amount of the **Excess** shown in the schedule.

The **Insurer** will not pay for loss or damage:

 - a arising from the cost of remaking any film, disc or tape or the value of any information contained on it
 - b caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - c caused by chewing, scratching, tearing or fouling by domestic pets
 - d caused by rot, fungus, insects or vermin
 - e caused by any gradually operating cause or wear and tear
 - f by theft from unattended road vehicles unless contained in a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle
 - g to items not in the care, custody, or control of **You** or **Your Family** or an authorised person
 - h caused by theft or attempted theft from an unlocked hotel room
 - i arising directly or indirectly from depreciation in value
 - j by mechanical or electrical breakdown or failure
 - k to watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles and children's motorcycles and motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs, models and toys are covered
 - l to parts, accessories, tools and fitted radios, cassette players and compact disc players for the things excluded in (k) above

What is covered**What is not covered**

- m to any property used for business, trade or profession or employment purpose
 - n by theft of any unattended pedal cycle unless in a locked **Building** or secured by a suitable locking device to a permanent structure or a motor vehicle
 - o to plants or any living creature
 - p to documents
 - q to contact lenses
 - r where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
 - s specifically provided for elsewhere in this **Policy**
 - t to computers or computer equipment
 - i by erasure or distortion of data
 - ii by accidental erasure or mislaying or misfiling of documents or records
 - iii by viruses
 - iv by contamination
 - u to personal possessions left in **Your Home** after the **Home** is left **Unoccupied** or **Unfurnished**
 - v to property more specifically insured by any other insurance
 - w to lottery tickets and raffle tickets
 - x to sports equipment while in use
 - y to **pedal cycles** used for races, time trials and competitions and while practising for them.
 - z for thefts not reported to the police
- The **Insurer** will not pay more than £1000 for any one claim following theft from an unattended road vehicle.

2 **You** or **Your Family's** liability under the terms of any credit card or cash dispenser card agreement as a result of its unauthorised use by any person not related to or residing with **You** or **Your Family**.

- 2 Any loss or claim:
- a unless **You** and **Your Family** have complied with the terms and conditions of the issuing authority
 - b due to accounting errors or omissions.

Part D - Buildings standard cover

Your schedule will show if this section has been chosen.

What is the most the **Insurer** will pay? The **Insurer** will not pay more in total than the sum insured shown for **Buildings** in **Your Policy** schedule for any one claim under causes 1-11 and covers 13, 14, 17, 19 and 21. The Insurer will pay in addition amounts due under covers 12, 15, 16, 18 and 20 up to the limits shown.

Inflation protection applies see page 11.

What is covered	What is not covered
Loss or damage to the Buildings by the following causes:	The amount of the Excess shown in the schedule (increased for cause 4). Not applicable to cover 20.
1 Storm or flood.	1 Loss or damage <ul style="list-style-type: none"> a by subsidence, ground heave or landslip b to gates, hedges, fences, drives or paths c to radio or television aerials d by frost e caused by rising ground water levels.
2 Escape of water from <ul style="list-style-type: none"> i a fixed: <ul style="list-style-type: none"> - water installation - drainage installation - heating installation ii a plumbed in washing machine, plumbed in dishwasher, water bed, refrigerator or deep freeze cabinet. 	2 Loss or damage: <ul style="list-style-type: none"> a while the Home is Unoccupied or Unfurnished b by subsidence, ground heave or landslip c by rot of any kind Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.

What is covered**What is not covered**

The **Insurer** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search for the leak but the **Insurer** will not pay more than £5,000 for any one claim.

The first £250 of any damage.

- 3 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

- 3 Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.

The **Insurer** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search for the leak but the **Insurer** will not pay more than £5,000 for any one claim.

- 4 Subsidence or ground heave of the site on which the **Buildings** stand or landslip.

- 4 The first £1,000 of any damage.

Damage to **Your Home** caused by the ground moving is covered whether this movement is downwards due to subsidence, upwards due to heave or sideways due to landslip.

Loss or damage:

Subsidence is the downward movement of a **Building** foundation caused by loss of support of the site beneath the foundations. This is usually associated with volumetric changes in the subsoil and is covered by the **Policy**. Settlement is movement due to the distribution or re-distribution loading and stresses within the various elements of

- a caused by normal settlement, shrinkage or expansion or bedding down of new structures, settlement or movement of made up ground
- b resulting from coastal or river bank erosion
- c arising from construction, structural alteration or repair or demolition or ground works or excavation
- d arising from the use of defective materials, defective design or faulty workmanship
- e to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming

What is covered	What is not covered
<p>construction. This usually occurs in the early stages of the life of the Building is not normally a continuing problem, and is not covered by the Policy.</p>	<p>pools unless the Home has been damaged at the same time by the same cause</p> <p>f to or resulting from movement of solid floor slabs and non-load bearing walls unless the foundations beneath the load bearing walls of the Home are damaged at the same time by the same cause</p> <p>g to the Buildings caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings.</p>
<p>5 Theft or attempted theft.</p>	<p>5 a Loss or damage while the Home is Unoccupied or Unfurnished.</p> <p>b Loss or damage caused by You or Your Family or any person lawfully in Your Home.</p>
<p>6 Collision by:</p> <ul style="list-style-type: none"> i aircraft ii aerial devices iii road or rail vehicles iv animals <p>or anything dropped from them</p>	<p>6 Loss or damage caused by:</p> <ul style="list-style-type: none"> a domestic pets b insects.
<p>7 Falling trees or branches.</p>	<p>7 a The cost of removal if the fallen tree or branch has not caused damage to the Buildings</p> <p>b loss or damage caused during tree felling, lopping or topping.</p>
<p>8 Breakage or collapse of:</p> <ul style="list-style-type: none"> i satellite dishes ii TV or radio aerials, aerial fittings or masts iii lamp posts iv telegraph poles v electricity pylons, poles or overhead cables. 	<p>8 Loss or damage to the items themselves.</p> <p>Certain items may be covered under Part A - Contents standard cover.</p>

What is covered	What is not covered
9 Fire, smoke, explosion, lightning, earthquake.	9 Smoke damage arising gradually out of repeated exposure.
10 Malicious persons or vandals.	10 a Loss or damage while the Home is Unoccupied or Unfurnished . b Loss or damage caused by You or Your Family or any person lawfully in Your Home .
11 Riot, civil commotion, strikes, labour and political disturbances.	
12 Debris removal and building fees. Necessary expenses for rebuilding or repairing the Buildings as a result of damage covered by Buildings standard cover for: i architect's surveyor's consulting engineers and legal fees ii the cost of clearing debris from the site or demolishing or shoring up the Building iii the cost to comply with government or local authority requirements.	The Insurer will not pay more than 12.5 % of the sum insured for Buildings for any one claim.
13 Service pipes and cables. Accidental Damage to: i cables ii drain inspection covers iii underground drains, pipes or tanks providing services to or from the Home and for which You are legally responsible. The Insurer will also pay the necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search but the Insurer will not pay more than £5,000 for any one claim.	13 If it is discovered that the cause is not Accidental Damage then unless one of the other causes is operative there will be no cover.

What is covered**What is not covered**

14 Glass and sanitary ware.

Accidental breakage of fixed glass in:

- windows
- doors
- fanlights
- skylights
- greenhouses
- conservatories
- verandas
- fixed ceramic hobs or hob covers
- fixed sanitary ware and bathroom fittings.

- 14 a Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**
- b Damage to property that does not form part of the **Home**.
- c Malicious damage caused by **You** or **Your Family** or any person lawfully in **Your Home**.

15 Replacement of locks.

The **Insurer** will pay for the cost of replacing keys and locks or lock mechanism to:

- i external doors and windows of the **Home**
- ii a safe within or an alarm protecting the **Home** following the loss of their keys.

15 The cost of replacing keys and locks to a garage or outbuilding.

This cover can be found under both the **Buildings** and Contents sections. Where both sections are in force the **Insurer** will only pay under one section.

The **Insurer** will not pay more than £500 for any one claim.

16 Alternative accommodation.

While the **Home** cannot be lived in because of loss or damage covered under this **Policy** the **Insurer** will pay for:

- i the reasonable increased cost of alternative comparable accommodation for **You, Your Family** and **Your** domestic pets; or
- ii the amount of rent **You** and **Your Family** lose.

16 This cover can be found under both the **Buildings** and Contents sections. Where both sections are in force the **Insurer** will only pay under one section.

The **Insurer** will not pay more than 20% of the sum insured for **Buildings** for any one claim.

What is covered	What is not covered
<p>17 Emergency entry.</p> <p>Loss or damage to the Buildings caused if the Fire, Police or Ambulance service has to force an entry to the Buildings because of an emergency involving You or Your Family.</p>	
<p>18 Occupation by squatters.</p> <p>The Insurer will pay the cost of reasonable comparable alternative accommodation for You, Your Family and domestic pets while Your Home is occupied by squatters.</p> <p>Legal fees necessarily incurred in repossessing Your Home may also be covered if You have selected Family Legal Protection (Part F). This will be shown on Your schedule.</p>	<p>The Insurer will not pay more than £10,000 for any one claim.</p>
<p>19 Contracting purchaser.</p> <p>If You have contracted to sell the Home the purchaser shall have the full protection of Your Policy in respect of the Building up to the date of completion of the purchase as long as the Home is not covered by any other insurance.</p>	
<p>20 Property owner's liability.</p> <p>Any amount that You or Your Family become legally liable to pay as compensation (including claimant's costs and expenses) arising from Your ownership (but not occupation) of the premises which causes accidental bodily injury (including death or disease) to any person or damage to property:</p> <p>a solely as owner (not as occupier) of the Building</p>	<p>20 Your legal liability to pay compensation arising directly or indirectly from:</p> <p>a an agreement which imposes a liability on You which You would not be under in the absence of such agreement</p> <p>b the use or occupation of the Home for any business, trade, profession or employment</p> <p>c death or bodily injury, illness or disease to any person who is a member of Your Family residing</p>

What is covered

- b in connection with any previous private residence which **You** owned and occupied, and incurred by reason of section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that **You** had disposed of all legal title and interest at the time of any such occurrence.

If you cancel or do not renew Part D of **Your Policy** following sale of your **Home** the cover provided by paragraph (b) for **Your present Home** will continue for seven years after this part expires.

What is not covered

- d with **You** or any person under a contract of service
- d damage to property belonging to or under the control of **You** or a member of **Your Family** permanently residing with **You**
- e death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment
- f the cost of rectifying any fault or alleged fault
- g if **You** are entitled to indemnity under another insurance policy.

The **Insurer** will not pay more than £2,000,000 (including costs and expenses agreed by the **Insurer** in writing) for any claim or series of claims arising from any one event or one source or original cause.

Part E - Buildings Accidental Damage

What is covered

Accidental Damage to the **Buildings**.

What is not covered

Accidental Damage:

- a specifically excluded under Part D - Buildings standard cover
- b more specifically covered elsewhere in this **Policy**
- c by frost
- d by wear and tear or gradually developing deterioration, settlement or shrinkage of the **Buildings**
- e by vermin, insects, fungus, wet or dry rot
- f by chewing, scratching, tearing or fouling by domestic pets
- g by mechanical or electrical breakdown or failure
- h arising from the alteration or extension of the **Buildings** or the cost of maintenance or routine decoration
- i arising from faulty workmanship, defective design or use of defective materials
- j whilst the **Home** is **Unoccupied** or **Unfurnished**
- k occurring whilst the **Buildings** or any part of them are let or lent
- l any **Excess** shown in the **Policy** schedule.

Part F - Family Legal Protection

Your policy schedule will indicate if you have taken out cover under this Part of the policy, which is underwritten by Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's. (Each underwriter is only liable for its share of the risk and not for each other's share. **You** may ask for the names of the underwriters and the share of the risk each has taken on). In the event of **us** accepting **your** claim under this insurance, Ultimate will appoint a legal firm of their choice or their agents to handle **your** case. **You** are not covered for any other **professional costs** unless **court** proceedings are issued.

Statement of demands and needs

This Part of the **Policy** meets the demands and needs of customers who wish to purchase an insurance product to cover the **professional costs** arising from an **event** or **cause** occurring in the **territory** during the **period of insurance** involved in either;

- (a) pursuing a claim:
 - (i) as a consumer to recover losses; and/or
 - (ii) concerning **your** rights as owner of **your permanent place of residence**; and/or
 - (iii) for an accident causing personal injury; and/or
 - (iv) for a claim for unfair dismissal; and/or
- (b) defending a claim as consumer.

Definitions:

The general definitions at the beginning of this **Policy** under "What the terms mean" also apply where appropriate but the following definitions apply only to this Part of the **Policy**:

Court

means a court, tribunal or other appropriate authority

Event/Cause

means the incident or the start of a series of incidents, which leads to a claim being made.

Professional Costs

means the reasonable and proportionate fees, expenses, costs and disbursements incurred by or on behalf of **you** and authorised by **us** in pursuing a claim under this Part of the **Policy**; and the costs of a third party for which **you** are either held liable by court order or are agreed by **us**.

Legal Proceedings

means pursuit or defence of a claim for damages, specific performance or injunction, either by negotiation or by civil tribunal or arbitration in respect of any matter covered under this Part of the **Policy**. The pursuit or defence must be approved in advance by **us**.

Authorised Representative

means the solicitors or other qualified experts appointed by **us** to act for **you** in accordance with General Condition 2.

We/Us/Our

Ultimate Insurance Solutions Limited (FSA Registration 311649), The Connect Centre, Kingston Crescent, North End, Portsmouth, Hants PO2 8DE (Home State; United Kingdom)

on behalf of certain underwriters at Lloyd's (FSA 202761) One Lime Street, London EC3M 7HA (Home State; United Kingdom). All are authorised and regulated by the Financial Services Authority. Ultimate Insurance Solutions Limited is a Lloyd's Coverholder who has been granted authority to accept insurance and to handle and authorise claims under this Part of the **Policy**.

Territory

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

Offer to Settle

means an offer to settle made under Part 36 of the Civil Procedure Rules.

Permanent Place of Residence

means the property to which this **Policy** relates and is shown in the **Policy** schedule provided this is the **permanent place of residence**.

Extent of Cover

The maximum amount of **professional costs** that **we** will pay for any claim from a single **event** or **cause** is £50,000. There is no limit on the number of claims in any **period of insurance**.

Goods

means items **you** own or which **you** can use, or have possession or custody of. However this does not include:

- motorised vehicles or parts of them or servicing, repairing or maintenance of them.
- land, buildings
- items used for business purposes

Service

means the provision of any **service**

for which **you** have engaged any suitably qualified contractor.

This does not include:

- motorised vehicles or parts of them or servicing, repairing or maintenance of them
- land, buildings
- items used for business purposes

What is Covered

Pursuit of a claim

(1) **We** will indemnify **you** against the **professional costs of legal proceedings** incurred in connection with the pursuit of a claim directly arising from one of the following **events** or **causes**, which occurs within the **territory** and within the **period of insurance**:

Consumer Protection

- (a) an agreement entered into (or allegedly entered into) for the sale, purchase or hire of any **goods** or **services** for **your** private use including the purchase of **your permanent place of residence**. The amount in dispute must exceed £125. The agreement (or alleged agreement) must have been made or renewed within the **period of insurance**. The dispute must not be connected to **your** trade, business or profession;
- (b) An accident causing **your** death or bodily injury except where the **event** or **cause** occurs either as a result of alleged medical negligence or causes the onset of an industrial disease or occurs gradually over a period of time;
- (c) an employment dispute which may or does give rise to **you** making an application to an Employment Tribunal for Unfair Dismissal as defined in Part 10 of

the Employment Rights Act 1996 or by the Employment Rights (Northern Ireland) Order 1996 or to any amendments to these pieces of legislation. The **event** or **cause** must occur at least 120 days after this insurance **Policy** started, unless the **Policy** has been renewed continuously;

- (d) any infringement of **your** legal rights arising from or relating to **your** ownership or occupation of **your permanent place of residence** where the **event** or **cause** occurs at least 120 days after this insurance **Policy** started unless the **Policy** has been renewed continuously.

Defence of a claim

- (2) **We** will indemnify **you** against the **professional costs** of **legal proceedings** incurred in connection with the defence of a claim in the **territory** directly arising from an agreement entered into (or allegedly entered into) for the sale, purchase or hire of any **goods** or **services**. The amount in dispute must exceed £125. The agreement (or alleged agreement) must have been made or renewed within the **period of insurance**. The dispute must not be connected to **your** trade, business or profession.

Jury Service

- (3) **We** will make a financial payment to **you** if **you** are required to attend Jury Service. The amount of the payment will be calculated as follows: For each working day (meaning a **day you** would normally attend work) when **you** are unable to attend work as a result of the Jury Service, **we** will make a payment equal to: 1/250th of **your** annual salary on the first day of Jury Service if **you** are employed full time;

or a proportionate amount starting on the eleventh day of Jury Service based on the number of days normally worked by **you** if **you** are employed part time.

A deduction from the payment will be made representing the amount **you** are entitled to claim from the **court**, tribunal or employer whether or not such amount is recovered. No payment will be made for the first 10 days of Jury Service.

What is not covered:

- (1) Appeals unless **you** have notified **us** in writing of **your** wish to appeal at least ten working days before the deadline for giving notice of any such appeal expires and **our** approval has been obtained.
- (2) Claims and defences which, in **our** opinion, do not have a reasonable chance of success or, in the case of claims for damages where in **our** opinion, there is not a reasonable chance of successfully recovering a large part of the damages awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.

(3) Professional Costs:

- (a) incurred before **we** have confirmed acceptance of the claim in writing;
- (b) exceeding any amount approved by **us**;
- (c) incurred following a payment into **court** or **offer to settle** by a third party unless **we** have authorised **you** in writing to continue with the claim after the payment into **court** or **offer to settle** or **you** are ultimately awarded or settle for more than the amount of

- the payment in or **offer to settle**;
- (d) incurred if **you** withdraw instructions from the **authorised representative** or from the **legal proceedings** unless **we** approve such withdrawal;
- (e) incurred in the pursuit of a claim or defence where **you** act fraudulently or mislead **us** or the **authorised representative**;
- (f) incurred for any expert witness unless previously approved by **us**;
- (g) incurred where **you** are responsible for unreasonable delay which is prejudicial to the claim or where **you** fail to give proper instructions in due time to **us** or the **authorised representative**;
- (h) incurred where **you** pursue a claim without **our** consent or in a different manner from that advised by the **authorised representative**;
- (i) incurred in avoidable or unnecessary correspondence.
- (4) Claims against **us**, or claims by **you** against any other person covered under this **Policy**.
- (5) Claims relating to matters for which **you** are or would, but for the existence of this **Policy**, be entitled to indemnity under any other policy.
- (6) Claims directly, or indirectly caused by, contributed to by or arising from:
- (a) any sickness, disease or naturally occurring condition or degenerative process relating to **you**;
- (b) any allegation of **your** dishonesty or violence by **you** or an deliberate or criminal act or omission by **you**;
- (c) any reckless conduct by **you**;
- (d) subsidence, mining, quarrying;
- (e) patents, copyrights, trademarks, merchandise marks, registered

- designs, intellectual or artistic property, secrecy and confidentiality agreements;
- (f) libel or slander or malicious falsehood;
- (g) divorce, matrimonial matters, cohabitation, custody, access, maintenance or affiliation;
- (h) any works by or under the order of any government or public or local authority;
- (i) the Equal Pay Act 1970 or any amending legislation;
- (j) a dispute between a landlord and tenant;
- (k) a dispute with a rating authority on rateable values;
- (l) planning law including town and country planning legislation;
- (m) any investigation by Her Majesty's Revenue and Customs (HMRC);
- (n) any claim where **you** enter into Conditional Fee Arrangement with an authorised representative;
- (o) a lease or licence to occupy land or property;
- (p) **legal proceedings** where a reasonable estimate of **your** total **professional costs** is greater than the amount in dispute.
- (7) **Your** travelling expenses, subsistence allowances or compensation for absence from work.

- (8) Applications for Judicial Review.

General Conditions

- (1) To make a claim **you** must:
- (a) notify **us** of the claim in writing as soon as reasonably possible and in any event within 180 days of the **event** or **cause** leading to the claim;
- (b) commence any **legal proceedings** within the appropriate limitation period;
- (c) in the case of a claim for cover for Jury Service, notify **us**

immediately on receipt of the notice requiring Jury Service attendance, complete and return any claim form within 14 days of completion of the Jury Service and provide **us** with such information and documentation as **we** may reasonably require.

- (2) On receipt of a claim under this Part of the **Policy** we will evaluate the claim, advise on the steps **you** should take to pursue the claim and, where appropriate, appoint an **authorised representative**

If the claim is not settled by negotiation and proceedings are necessarily issued, **you** do not have to continue to instruct the **authorised representative** nominated by us and may propose another **authorised representative**.

If **we** and **you** are unable to agree on a suitable **authorised representative**, **we** will ask the Law Society to name a further **authorised representative**.

We and **you** must accept the Law Society's nomination. In the meantime, **we** may appoint an **authorised representative** to act on behalf of **you** to safeguard **your** interests.

- (3) During the course of the claim **you** must:
- (a) co-operate at all times in the completion of any necessary documentation or provision of information and instructions requested either by **us** or by the **authorised representative**;
 - (b) not do anything, which may prejudice **your** case or **our** position in respect of the claim;
 - (c) take all available steps to recover the **professional costs** in the **legal proceedings**;

(d) notify **us** of any settlement offer made before accepting it.

(4) During the course of the claim **we** will have the right of direct access to the **authorised representative**.

(5) **We** shall not provide cover under this part of the **Policy** if **you** make a false declaration when applying for cover.

(6) **You** shall take all reasonable steps to prevent any occurrence, which may give rise to a claim under this Part of the **Policy**.

(7) **You** shall forward any accounts for **professional costs** as soon as they're received and, if required to do so by **us**, shall have such **professional costs** taxed, assessed or audited by the appropriate court or authority.

(8) **We** may take over and conduct the claim and may, subject to **your** interest, settle the claim in **your** name.

(9) This Part of the **Policy** is governed by the laws of England and Wales, unless **you** and **we** agree otherwise and the agreement has been put in writing by **us**.

(10) The parties do not intend any terms of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

(11) All communication under this Part is to be conducted in English.

Your right to Cancel

You have the right to cancel this Part of the **Policy** within 14 days of the date on which **you** received the

Policy documents. **You** will receive a full return of the premium paid, unless **you** have made a claim within that period in which case the full premium is due to be paid by **you**.

If **you** cancel this Part after this period, **you** will not be entitled to any refund of premium. If **you** cancel **your** Household Insurance policy, the Family Legal Protection Part will be cancelled at the same time.

To cancel this Part of the **Policy**, please write to or call:
The Administrator, BDML Connect Limited, The Connect Centre, Kingston Crescent, Portsmouth PO2 8QL

HOW TO MAKE A CLAIM

- (1) If **you** wish to make a claim please telephone **our** legal department on 01775 764183
- (2) If **our** legal department believe **you** have a valid claim they will attempt to resolve the matter. However if funding is required they will:
 - validate **your** cover
 - ask **you** to complete a Statement of Fact
 - apply to **us** for funding
- (3) Once they have all documents and authorisation from **us** they will commence further action. Any costs/disbursements incurred prior to funding being authorised by **us** will not be covered, and **you** will not be covered for any other **professional costs** unless **court** proceedings are issued.
- (4) **You** may also write to **us** at:
Ultimate Insurance Solutions Limited, 5th Floor, Connect Centre, Kingston Crescent, Portsmouth PO2 8DE

When **we** or the **authorised representative** send letters to

you, we will send them to **your** address shown on **your** Household Statement of Insurance.

HOW TO MAKE A COMPLAINT

If **you** have a complaint about this Part of the **Policy** please follow the steps below:

- (1) Write to:

The Complaints Officer, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth PO2 8DE
or call us on 0870 352 1900

- (2) **Your** Legal Expense Insurance is underwritten by Lloyd's (if **you** have this cover, this will be shown in **your** Schedule), if **you** remain dissatisfied **you** can then ask the complaints department at Lloyd's to review **your** case prior to escalation to the Ombudsman. The address is:

Policyholder & Market Assistance Department
Lloyd's,
One Lime Street,
London EC3M 7HA
Telephone: 020 7327 1000
Fax: 020 7327 5225
Email: complaints@Lloyds.com

- (3) Should **you** remain dissatisfied **you** may ask the Financial Ombudsman Service to review **your** case. The Ombudsman can be contacted at the following address:

Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall,
London E14 9SR
Telephone: 0845 080 1800

Nothing within this procedure affects your right to legal action.

Financial Services Compensation Scheme (FSCS)

If **we** or **your insurer** were unable to meet **our** obligations **you** might be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about the Scheme is available from the FSCS website at www.fscs.org.uk or by calling us

Part G – Welcome To DAS Home Assistance

Thank **you** for taking out a DAS Home Assistance policy.

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. If **you** have any questions or would like more information, please contact **your** insurance adviser.

How we can help

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of our approved contractors to assist **you** as quickly as possible.

To make a claim under your policy, please telephone us on 0800 917 6244 straight away and provide the following information:

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

We will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this policy.

It is important that **you** contact **our** assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance

programmes. By using this service **you** are agreeing to **us** recording **your** call.

When we cannot help

We cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service.

We will not pay any claim unless **we** have given our agreement, or if there is no one at **home** when **our** approved contractor arrives.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint handling procedures are available on request.

Our Head and Registered Office is:

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

DAS Legal Expenses Insurance Limited is authorised and regulated by the Financial Services Authority.

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Tel: 0845 080 1800. Website: www.financial-ombudsman.org.uk

THE MEANING OF WORDS IN THIS POLICY

1 **We, us, our**

DAS Legal Expenses Insurance Company Limited.

2 **You, your**

The person who has taken out this policy.

3 **Insured person**

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

4 **Home**

Your home as identified on your schedule of insurance (having no more than 15 rooms) situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

5 **Home emergency**

A sudden unforeseen event which requires immediate corrective action to:

- (a) prevent damage or further damage to **your home**; or
- (b) to make **your home** safe or secure; or
- (c) alleviate unreasonable discomfort, risk or difficulty to any **Insured person**.

6 **Period of cover**

The period as identified on **your** schedule of insurance

7 **Main heating system**

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

8 **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 pipes:

- which connect components of the heating system; or
- for which **your** water supply or sewerage company are responsible.

COVER

1 **Your** policy only covers **you** if **you** have paid **your** premium. **We**

agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.

2 If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.

3 **We** will pay up to £500 (including VAT) for the call out charge, labour, parts and materials providing assistance for a **home emergency** which arises from an **insured incident**.

INSURED INCIDENTS

(a) **Plumbing and drainage**

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.

(b) **Main heating system**

The sudden failure to function of the **main heating system** in **your home**.

(c) **Domestic power supply**

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

(d) Toilet unit

Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your home** which results in complete loss of function.

(e) Home security

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

(f) Lost keys

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

WHAT IS NOT COVERED BY THIS POLICY

- 1 Any claim following an **insured incident** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from any other related agreement.
- 2 Any incident or matter arising before the start of this policy.
- 3 Any normal day-to-day **home** maintenance which an **insured person** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention.
- 4 The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
- 5 Any claim where **your home** has been left unoccupied for 30 consecutive days.
- 6 Any claim arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
- 7 Any costs incurred before an **insured person** has notified **us** of a **home emergency**.
- 8 Claims arising from any willful or negligent act or omission by an **insured person**.
- 9 Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- 10 Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
- 11 Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
- 12 The malfunction or blockage of septic tanks, cesspits or fuel tanks.
- 13 Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
- 14 Any claims arising out of subsidence, landslip or heave.
- 15 Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
- 16 Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.
- 17 Any costs incurred where **our** approved contractor has attended but **your home** was unoccupied.

- 18 **Home emergencies** caused by, contributed to by or arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
 - pollution or contamination of any kind.

- 19 Apart from **us**, the **insured person** is 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 Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.
- 20 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

CONDITIONS

- 1 Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
- 2 An **insured person** must:
- (a) keep to the terms and conditions of this policy;
 - (b) maintain the **home** and all domestic equipment in good condition, and carry out or

arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;

- (c) try to prevent anything happening that may cause a claim;
 - (d) take reasonable steps to keep any amount **we** have to pay as low as possible.
- 3 **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this policy at any time as long as **you** tell **us** at least 14 days beforehand.
- 4 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
- 5 **We** will not pay for any loss that is not directly covered by the terms and conditions of this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of a **home emergency**.
- 6 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 7 This policy will be governed by English law.



Chief Executive Officer

For great cover at low prices,
call us for a quote

Car insurance

0800 181 4094

Lines are open 8am to 10pm Mon – Fri, 8am to 6pm Sat and 10am to 4pm Sun.
Calls may be recorded and monitored.

Van insurance

0800 181 4095

Lines are open 8am to 10pm Mon – Fri, 8am to 6pm Sat and 10am to 4pm Sun.
Calls may be recorded and monitored.

Pet insurance

0800 181 4096

Lines are open 8am to 8pm Mon – Fri, 9am to 5pm Sat.
Calls may be recorded and monitored.

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[†]Calls may be recorded and monitored. Maximum call charge from a BT landline is 4p per minute. Calls from other networks may vary. Please check with your network operator.