

# policy document

HOME INSURANCE



Version 1

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**Please read this policy carefully to ensure it meets your requirements**



Our home insurance has been awarded a Five Star Rating for exceptional levels of cover from Defaqto which means that it is among the best policies in the market. Defaqto is an independent financial product research company.

## Introduction (not forming part of the policy)

### Claims enquiries

#### For claims other than legal expenses claims

This service is provided by the Claims Department at Ecclesiastical Insurance Office plc.

For enquiries on existing claims, the service is available from Monday to Friday 8.00am to 6.00pm.

If you wish to report a new claim, the service is available 24 hours a day, 7 days a week.

**The claims enquiries number is  
0845 603 8381**

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## Helplines (not forming part of the policy)

#### We have arranged the helpline services described for the benefit of all Home policyholders.

Each advice centre is open 24 hours a day, every day of the year. You may call the helplines at any time.

When calling any of the emergency helpline services, please make sure that you can give your policy number.

These helplines are provided by DAS Legal Expenses Insurance Company Ltd.

Unless otherwise stated, please call the following number for all helpline assistance

**Telephone  
0117 934 2104**

### EuroLaw legal advice

DAS will give you advice on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway which in many cases will save the need for more action.

### Tax advice

DAS will give you confidential advice over the phone on personal tax matters.

### Health and medical information

DAS will give you information over the phone on health and fitness and non- diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self help groups and hospital waiting lists.

**For the following four services you are responsible for paying any costs for the help provided, but if the damage or costs are covered under your Home policy, you will be able to make a claim in the normal way.**

Unless otherwise stated, please call the following number for all helpline assistance

**Telephone**

**0117 934 2104**

**Domestic assistance**

The service provides help or repairs needed if you have a domestic emergency in your home, such as a burst pipe, blocked drain, broken window or building damage.

**Veterinary assistance**

If your pet is ill or injured, DAS can help find a vet who can offer treatment.

**Childcare assistance**

DAS will arrange help following an emergency if a regular child minder cannot attend or if you have to leave children at home unexpectedly.

**Home assistance**

DAS will arrange assistance following an emergency (such as illness or injury to you) when help is needed to run the home. DAS can help find cleaning staff, au pairs and housekeepers.

**Counselling**

**0117 934 2121**

This service is also provided by DAS Legal Expenses Insurance Company Ltd. DAS will provide you with a confidential counselling service over the phone including, where appropriate, onward referral to relevant or professional services.

**Emergency glass replacement**

**0800 474747**

This service is provided by Solaglas. If you are insured against breakage of glass, a free call to Solaglas will make sure your broken glass is repaired quickly. We will pay Solaglas direct, but you pay for any excess.

# Credit card registration & notification service

(not forming part of the policy)

**By choosing our Home policy for your house contents, you are automatically eligible, free of charge, for Card Protection Insurance Cover which we have arranged through Sentinel® Card Protection.**

Sentinel® Card Protection will send you a separate policy document and registration form explaining the cover in detail but, in brief, it provides practical help when your credit, debit and store cards are lost or stolen. Help, not only in reporting the loss to the card companies, but also with extra expenses which may arise following the loss.

The service is not restricted to losses involving credit cards, it also includes other documents such as travel tickets and passports whilst abroad.

## Any questions

If you have any questions about this service please contact:

**Sentinel® Card Protection**  
**Sentinel House,**  
**Airspeed Road,**  
**Portsmouth,**  
**Hampshire PO3 5RF.**

## Telephone

**0800 414717**

**If calling from abroad**

**+44 (0)239 265 2222**

## Important note

Although you are covered by Sentinel® Card Protection, you are not eligible for the full range of services until you have completed and returned the policy registration form. This registration form will be sent to you as part of the Sentinel® Card Protection policy pack shortly after this policy has been set up.

For added peace of mind we strongly recommend that you register all your cards. You can do this by calling Sentinel® Card Protection or completing and returning the registration form.

Sentinel® Card Protection is a trading name and registered trademark of Affinion International. The Sentinel® Card Protection Policy is underwritten by Allianz Insurance plc, 57 Ladymead, Guildford, Surrey GU1 1DB. (Registered in England No. 84638).

# Home Insurance

## Preamble

**We** (the Ecclesiastical Insurance Office plc) and **you** (the Insured named in the schedule) agree the following:

- **You** will pay the premium.
- **We** will provide the cover described in this policy for any loss, damage or liability that occurs during a period of insurance for which **you** have paid the premium.
- The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.
- This policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it will be English law.
- The language used in this policy and any information in it will be English.

## General definitions

Each time the following words or phrases are used in this booklet they will be printed in bold italic type and will have the specific meaning shown, unless more specifically defined under each individual policy section.

### **Buildings**

The home including garages and outbuildings used only for domestic purposes and home office use, permanent fixtures and fittings including statues, fountains and hot tubs permanently fixed into the ground, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges and gates all within the boundaries of the land belonging to the home.

### **Business equipment**

Personal computers, keyboards, monitors, printers, modems, facsimile machines, telecommunications equipment, photocopiers and other office equipment or furniture up to a value of £10,000.

### **Contents**

Household goods, furniture, furnishings, **personal belongings** and **valuables**, all belonging to **you** or for which **you** are legally responsible. The term **contents** does not include the following:

- (i) **Personal money.**
- (ii) **Motor vehicles**, caravans (touring or static), trailers, aircraft, hovercraft, boats, and any accessory which is designed to be used with any of these.
- (iii) Any living creatures, trees, shrubs, plants or grass.
- (iv) Securities and documents of any kind (except as provided for under "What is covered" insured paragraph 24 of the **contents** section).
- (v) Landlord's fixtures and fittings.
- (vi) Property insured separately.
- (vii) Property owned or used for business or professional purposes, other than **business equipment** used solely for clerical or administrative use.

**Excess**

The amount **you** must pay towards any claim.

Note: if one incident results in a claim being made under more than one section of this policy, only one **excess** (the higher amount) will apply.

**Geographical limits**

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

**Motor vehicle**

means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment.
- (ii) a battery powered wheelchair or mobility scooter.
- (iii) a golf cart trolley or buggy controlled by someone on foot.
- (iv) a toy or model controlled by someone on foot.

**Personal belongings**

Personal items worn, used or carried about the person, including pedal cycles and sports equipment. The term **personal belongings** does not include the following:

- (i) Clothing, **personal money** or **valuables**.
- (ii) Property owned or used for business or professional purposes.

**Personal money**

Current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), National Savings stamps or certificates, premium bonds, trading stamps, stamps for television licence, gas, electricity or other bills, luncheon vouchers, gift tokens, telephone cards, travel tickets and other season tickets.

The term **personal money** does not include money used for business purposes.

**Precious metals**

Articles made of platinum, gold or silver including plated items.

**Terrorism**

An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

**Unfurnished**

Without enough furniture and furnishings for normal living purposes.

**Unoccupied**

Not lived in by **you** or any person authorised by **you**.

**Valuables**

Jewellery, **precious metals**, clocks, watches, furs, pictures, works of art, stamp, coin or medal collections. The term **valuables** does not include property owned or used for business or professional purposes.

**We, our, us**

Ecclesiastical Insurance Office plc.

**You, your**

The people named as insured in the schedule and their family who normally live with them.

# Index-linking

The following index-linking information applies only if **you** have chosen **your** own **buildings** and **contents** sum insured.

Each month **we** will adjust the sum insured on the **buildings** and **contents** option in line with the following:

## **(a) Buildings insurance**

The House Rebuilding Cost Index (prepared by the Royal Institution of Chartered Surveyors) or an alternative index.

## **(b) Contents and Portable possessions insurance**

The Consumer Durable Section of the Retail Price Index (prepared by the Government) or an alternative index.

**We** will not charge **you** for increases made to the sums insured after index linking. However, at the end of each period of insurance, the renewal premium will be based on the adjusted sums insured.

Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

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# General conditions

## **1 Duty of care**

**You** must take all reasonable steps to prevent loss of or damage to property insured by this policy and to maintain the property in a good condition and in a good state of repair.

## **2 Other insurances**

At the time of any loss, damage or liability resulting in a claim under this policy, if **you** have any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

## **3 More than one property**

If this policy insures more than one property, the policy limits and exclusions apply separately to each property in the same way as if each property had been insured by a separate policy.

## **4 Changes to risk**

This policy shall become void if there is any alteration after the start of this insurance which increases the risk of loss, damage, accident or liability (unless the alteration has been accepted by **us** in writing).

## 5 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **us** if exceeding £15.

## 6 Cancelling the policy

### (a) Your right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded. **You** may make a claim up to the date **you** advise of **your** decision to cancel the policy.

### (b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give **us** notice in writing. As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim then the full annual premium is due.

### (c) Our right to cancel

**We** have the right to cancel the policy by giving **you** seven days notice in writing sent by recorded delivery to **your** last known address. If **we** cancel

the policy **we** will refund the part of **your** premium which covers the cancelled period.

## 7 Making a claim

- (i) If any event which may result in a claim under this policy occurs **you** must tell **us** as soon as is reasonably possible.

The action to take then depends on the type of claim.

### Riot

Tell **us** within seven days.

### Accidental loss outside the home, theft, vandalism or malicious acts

Tell the police immediately.

### Legal liability for injury or damage

Immediately send **us** any writ, summons or other legal document.

**You** must not negotiate or admit or deny any claim without **our** written permission.

### Legal expenses

Tell DAS Legal Expenses Insurance Company Ltd as soon as possible.

- (ii) **You** must give **us**, at **your** expense, all reasonable details and evidence which **we** ask for.

## 8 Fraudulent claims

If **you** (or anyone acting on **your** behalf) make a claim which is at all false or fraudulent or supports a claim with any false or fraudulent statement or document, **we** will void the policy and **you** will forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

# Rights and responsibilities

- 1 **We** may enter any building, caravan or boat where loss or damage has occurred and deal with any salvage. However, **you** must not abandon any property to **us**.
- 2 **We** may take over and deal with, in **your** name, the defence or settlement of any claim.
- 3 **We** may take proceedings in **your** name, but at **our** expense, to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information **we** may need to make these recoveries.
- 4 A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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## General exclusions

### 1 Radioactive contamination

**We** will not cover any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or part of that equipment.

### 2 War risks

**We** will not pay for loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

- war
- invasion
- activities of a foreign enemy
- hostilities or warlike operations (whether war has been declared or not)
- civil war

- mutiny
- revolution, or insurrection (meaning people rising up and rebelling against the government by force)
- civil commotion which is so severe or widespread that it resembles a popular uprising
- military power (even if properly authorised by the duly elected government)
- usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
- property being confiscated by any government or public or local authority.

### 3 Terrorism

#### Part A Property

applicable to the Buildings, Contents, Portable possessions, Touring caravans and Boats sections of the policy.

Regardless of any contributory cause this insurance does not cover any loss, damage, expense or consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- (a) Contamination or the threat of Contamination
- (b) Any action taken in controlling, preventing or in any way relating to Contamination or the threat of Contamination

due to any act of **terrorism**.

For the purposes of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of any substance or process.

If **we** allege that by reason of this exclusion any loss, damage, expense or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

## Part B

### Third party liability

applicable to any section or part of a section insuring legal liability to third parties (other than **your** domestic employees).

This insurance does not provide an indemnity in respect of any liability to third parties or any liability incurred by **you** for damages costs or expenses directly or indirectly caused by resulting from or in connection with any act of **terrorism**.

This policy also excludes any such third party liability or any liability incurred by **you** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion any loss, damage, expense or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

## 4 Sonic bangs

**We** will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

## 5 Uninsurable risks

**We** will not cover the following:

- The cost of maintaining buildings or contents.
- Damage that happened before cover under this policy started or any loss or damage caused deliberately by **you**.
- Damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradual cause.
- Damage caused by faulty workmanship, materials, specification or design.
- Damage caused by cleaning, dyeing, repair or restoration.
- Mechanical or electrical breakdown.
- Property being confiscated or detained by any government, public or police authority.

## 6 Pollution or contamination

**We** will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

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

## 7 Reduction in market value

**We** will not make any extra payment for a reduction in the market value following a repair, reinstatement or replacement paid for under this policy

## 8 Date recognition

### Part A

applicable to the whole policy except the Legal expenses section.

**We** will not cover loss or damage to any

- computer or other electrical equipment containing a microchip or integrated circuit or any component part insured by **us**, and
- computer records, programmes, discs, software or the information contained on them

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

### Part B

applicable to the Legal expenses section. See 'What is not covered' (x) page 34 under that section.

## 9 Consequential loss

**We** will not cover consequential loss of any kind incurred by **you**.

# 1 Buildings (Your schedule will show if this section applies)

## What is covered

Damage to the **buildings** caused by the following:

### 1. Fire, lightning, explosion, earthquake or smoke

### 2. Storm or flood

### 3. Subsidence or heave of the site on which the **buildings** stand or landslip

### 4. Riot, civil commotion (not resembling a popular uprising), labour or political disturbances

### 5. Vandalism or malicious acts

## What is not covered

The amount of any **excess** shown in **your** schedule.

- (i) Damage by frost.
- (ii) Damage to fences, hedges or gates (unless the main building, garage or outbuilding is damaged at the same time).
- (iii) Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.

- (i) Damage to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building of **your** home is damaged at the same time).
- (ii) Damage to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).
- (iii) Damage resulting from normal settlement, shrinkage or expansion.
- (iv) Damage caused by new structures or newly made-up ground settling or bedding down.
- (v) Damage due to coastal or river erosion.
- (vi) Damage resulting from demolishing, altering or repairing the home.
- (vii) Damage where compensation is provided by law.

- (i) Damage caused by **you, your** guests, tenants or tenants' guests.
- (ii) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

### What is covered

#### 6. Any aircraft, flying object (or items dropped from them), vehicle, train or animal colliding with the *buildings*

#### 7. Water or oil

escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in *your* home.

#### 8. Water freezing

in any fixed water or heating system in *your* home.

#### 9. Theft or attempted theft

#### 10. Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing

#### 11. Falling trees, branches, telegraph poles, lamp posts or pylons

#### 12. Accidental damage

This cover only applies if *your* schedule states that *your* cover includes accidental damage.

### What is not covered

Damage caused after *your* home has been continuously *unoccupied* or *unfurnished* for more than 60 days.

Damage caused after *your* home has been continuously *unoccupied* or *unfurnished* for more than 60 days.

- (i) Damage caused by *you, your* guests, tenants or tenants' guests.
- (ii) Damage caused after *your* home has been continuously *unoccupied* or *unfurnished* for more than 60 days.

Damage to the satellite dish, aerial, wind turbine, solar panel or security equipment itself.

Damage to fences, hedges or gates and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the main building, garage or outbuilding is damaged at the same time).

- (i) Damage caused by any paying guests, tenants or tenants' guests in *your* home.
- (ii) Damage to wind turbines.
- (iii) Damage which is specifically mentioned elsewhere under this section.

## This section also covers the following:

### What is covered

#### 13. Temporary accommodation and loss of rent

If **your** home cannot be lived in following damage insured under paragraphs 1 to 12 and 14 of this section, **we** will pay for the following:

- (i) The reasonable costs of **your** necessary temporary accommodation.
- (ii) Rent including ground rent which **you** still have to pay.
- (iii) Loss of any rent **you** would have been paid.

**We** will pay these costs until **your** home is fit to live in. For any one claim under this section **we** will pay up to 20% of the sum insured on **buildings**.

#### 14. Damage to services

Accidental damage to service pipes, cables, sewers and drains serving **your** home for which **you** are responsible. This includes the cost of clearing blockages.

#### 15. Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at **your** home and subsequent repair and making good.

The most **we** will pay for any one claim is £5,000.

#### 16. Breakage of glass or sanitary fixtures

Accidental breakage of fixed glass, washbasins, pedestals, baths, sinks, splashbacks, shower trays, shower screens, bidets, toilet pans, toilet seats, toilet cisterns and ceramic hobs or tops forming part of **your** home.

### What is not covered

Any loss or damage not covered under paragraphs 1 to 12 and 14 of this section.

(i) Ceramic hobs or tops not forming part of a fixed unit.

(ii) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

## What is covered

### 17. Property owner's liability

**We** will insure **you** for up to £2,000,000 (or any alternative limit shown in **your** schedule) against **your** legal liability as owner of the **buildings**, for any one accident or series of accidents arising out of or attributable to one source or original cause, inclusive of all costs and expenses, which **we** have agreed to in writing in advance.

**We** will provide this cover for liability arising from accidental bodily injury including death, disease or illness, or accidental damage to property, arising from:

- (i) **you** owning the home and its land, or
- (ii) any home **you** used to own, which has been sold, but which **you** have liability for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (as long as no other insurance covers this liability).

### 18. Damage by emergency services

Damage at any part of **your** home including its grounds caused by the emergency services in circumstances where such damage would not otherwise form part of a valid claim under this section.

This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.

### 19. Selling your home

If **your** home is not insured elsewhere, the person buying **your** home will have the benefit of the insurance under this section for the period from exchange of contracts (or if in Scotland the written offer and acceptance) until the sale is completed.

## What is not covered

Liability arising from the following:

- (i) Loss of or damage to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment involving **you** or any member of **your** family.
- (iii) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (iv) **You** owning or using lifts and **motor vehicles**.
- (v) Any agreement **you** have made, unless **you** would have been liable even without the agreement.
- (vi) Any deliberate, wilful or malicious act.
- (vii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Damage caused by police raids.

## What is covered

### 20. Locks & keys

If **you** lose the keys to **your** home or they are stolen or there is accidental damage to the locks of the outside doors or windows **we** will pay for reasonable and necessary costs of:

- (a) gaining access to **your** home
- (b) repairing or replacing the locks.

The most **we** will pay for any one claim is £1,000.

### 21. Trees, plants and shrubs

**We** will pay for damage to **your** trees, plants or shrubs covered under any paragraph in force under this section, other than paragraph 2 Storm or flood, up to a limit of £250 per item.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

## What is not covered

- (i) Damage caused by frost or weight of snow.
- (ii) Damage caused by animals.

## Settling claims

**We** will pay the cost of either repairing or reinstating as new the damaged part of the **buildings** as long as

- (i) the **buildings** are in a good state of repair, and
- (ii) the repair or reinstatement has been carried out.

If any of (i) and (ii) above are not met **we** will reduce the amount **we** will pay to take into account wear, tear and loss of value.

Under this section **we** will also pay the following costs:

- (a) Architects', surveyors', engineers' and other professionals' reasonable and necessary fees.
- (b) The cost of demolishing the **buildings** supporting the **buildings** removing debris and making the site safe.
- (c) The cost of keeping to local authority or other legal conditions made after the damage.

**We** will not pay for the cost of preparing a claim.

The most **we** will pay for any claim under paragraphs 1 to 12, 14, 16, 18 and 19 of this section is the cost of rebuilding or repairing the **buildings** or the sum insured on **buildings** whichever is less.

The sum insured will not be reduced after **we** pay a claim.

If at the time of any damage the full cost of rebuilding **your** home is greater than the limit of liability or sum insured, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

## 2 Contents (Your schedule will show if this section applies)

### What is covered

Loss of or damage to the **contents** in the **buildings** caused by the following:

#### 1. Fire, lightning, explosion, earthquake or smoke

#### 2. Storm or flood

#### 3. Subsidence or heave of the site on which the **buildings** stand or landslip

#### 4. Riot, civil commotion (not resembling a popular uprising), labour or political disturbances

#### 5. Vandalism or malicious acts

#### 6. Any aircraft, flying object (or items dropped from them), vehicle, train or animal (other than domestic pets) colliding with the **buildings**

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Loss of or damage to property in the open except where specifically mentioned under this section.

Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.

- (i) Loss or damage caused by **you, your** guests, tenants or tenants' guests.
- (ii) Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

## What is covered

### 7. Water or oil

escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.

### 8. Theft or attempted theft

The most **we** will pay for any one incident of loss or damage to the **contents** within garages or outbuildings is £5,000 in total.

### 9. Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing

### 10. Falling trees, branches, telegraph poles, lamp posts or pylons

### 11. Accidental loss or damage

This cover only applies if **your** schedule states that **your** cover includes accidental loss or damage.

## What is not covered

Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

- (i) Loss by deception (unless only entry to **your** home is gained by deception).
- (ii) Loss or damage caused by **you, your** guests, tenants or tenants' guests.
- (iii) Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.
- (iv) Loss or damage when **your** home is lent, let or sublet, unless force was used to get into or out of **your** home.

- (i) Deterioration of food.
- (ii) Loss or damage caused by any paying guests, tenants or tenants' guests in **your** home.
- (iii) Loss or damage which is specifically mentioned elsewhere under this section.

## What is covered

### 12. Temporary accommodation

- (i) If **your** home cannot be lived in following damage insured under paragraphs 1 to 11 and 14 of this section, **we** will pay the reasonable cost for **your** temporary accommodation (including the cost of temporarily storing **your** furniture and the cost of putting **your** dogs or cats in kennels) until **your** home is fit to live in
- (ii) If a local authority prevents **you** from living in **your** home as a result of
  - (a) an emergency evacuation, or
  - (b) a neighbouring property being damaged by any loss or damage insured by this section,**we** will pay the reasonable cost of **your** necessary alternative accommodation for up to 30 days.

For any one claim under this section **we** will pay up to 20% of the total sum insured on **contents**.

### 13. Breakage of glass and mirrors

Accidental breakage of mirrors, glass tops and fixed glass in furniture and ceramic hobs or tops forming part of a free-standing unit.

### 14. Loss of oil, gas and water

Loss of oil, gas or metered water from the water or heating system in **your** home after accidental damage to that system.

### 15. Electrical equipment

- (i) Accidental loss of or damage to satellite dishes, security equipment, televisions, radios and their aerials, fittings or masts, audio and video equipment, personal computers and **business equipment**.
- (ii) Up to £1,000 for replacement on a retail basis of records, films, tapes, cassettes, discs, cartridges, software or legally downloaded audio or visual material that are lost or damaged as a result of (i) above.

## What is not covered

Any loss or damage not covered under paragraphs 1 to 11 and 14 of this section.

Loss or damage after **your** home has been continuously **unoccupied** or **unfurnished** for more than 60 days.

Accidental damage to office furniture.

## What is covered

### 16. Freezer contents

**We** will pay the cost of replacing the contents of **your** freezer or fridge in **your** home following loss or damage caused by:

- (i) a rise in temperature, or
- (ii) contamination from refrigerant or refrigerant fumes.

**We** will also pay the cost of hiring a temporary freezer or fridge if this is necessary.

### 17. Contents in the garden

**We** will pay for loss or damage (as insured under paragraphs 1 to 11) to garden furniture, ornaments and **contents** while in **your** garden.

The most **we** will pay for any one claim is £2,500.

### 18. Contents temporarily removed

Loss or damage (as insured under paragraphs 1 to 11) to **contents** whilst temporarily removed from **your** home within the **geographical limits**, to a bank, safe deposit, occupied private home or a building where **you** are living, employed or carrying on business, and whilst in transit to or from such locations.

The most **we** will pay for **contents** whilst in student accommodation is £5,000 for all claims in any one period of insurance.

The most **we** will pay for any other claim under this extension is 20% of the total sum insured on **contents**.

### 19. Household removal

Accidental loss of or damage to **contents** when they are being transported from **your** home for permanent removal to another home in the **geographical limits**. Cover includes necessary overnight stops and temporary storage for up to seven days in a furniture storage unit.

## What is not covered

Loss or damage caused by **your** failure to pay for the electricity or gas supply.

- (i) **Personal belongings** (other than pedal cycles) or **valuables**.

- (i) Loss or damage by theft unless force was used to get into or out of a building.
- (ii) **Contents** removed to a furniture warehouse or in storage.
- (iii) Loss or damage caused by storm or flood to property in the open.
- (iv) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

- (i) Contents stored in a furniture storage unit for more than seven days unless agreed by **us**.
- (ii) Loss or damage to **valuables** or cash.
- (iii) Loss or damage to brittle items unless packed by professional removal contractors.

## What is covered

### 20. Fatal injury benefit

**Your** death, if this happens within three months as a direct result of

- (i) fire or accident in the home,
- (ii) an accident while travelling as a fare-paying passenger in any road or rail vehicle within the **geographical limits**, or
- (iii) an assault anywhere within the **geographical limits**.

The most **we** will pay is £5,000 per person and £10,000 in total for any one fire, accident or assault.

### 21. Locks and keys

If **you** lose the keys to **your** home, or to any safe or alarm in **your** home, or the keys are stolen, **we** will pay for reasonable and necessary costs of

- a) gaining access to **your** home
- b) repairing or replacing the keys or locks

The most **we** will pay for any one claim is £1,000.

### 22. Jury service

**We** will pay for any financial loss resulting from **you** being called for jury service.

The most **we** will pay for any one claim is £50 a day or £1,000 in total.

### 23. Warranty replacement

If any item insured under this section is lost or damaged beyond repair by an event covered by this section and **you** hold a current extended warranty for the item, **we** will (after replacing the item) pay the cost of buying a similar extended warranty. **We** will only pay for this if **you** give **us** the original warranty.

### 24. Title deeds

**We** will pay the necessary cost of preparing new title deeds to **your** home if the originals are lost or damaged by loss or damage insured under paragraphs 1 to 11 of this section while the deeds are in **your** home, a bank or a safe deposit.

## What is not covered

Death caused by any person insured by this policy.

Wages and salary which is recoverable under the Legal expenses section of this policy.

## What is covered

### 25. Gifts and family celebrations

**We** will pay up to an additional 20% of the **contents** sum insured for gifts and additional provisions in connection with a family celebration such as a wedding or civil partnership or a religious festival such as Christmas.

### 26. Tenant's liability

**We** will insure **you** against **your** legal liability as tenant (not owner) of **your** home for damage to the **buildings** and landlords' contents for which **you** are responsible caused by events insured under paragraphs 1 to 11, 14 and 15 of the buildings section.

The most **we** will pay for any one claim is 20% of the sum insured for **contents**.

### 27. Occupier's and personal liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** in respect of any one accident or series of accidents arising out of or attributable to one event including all costs and expenses which **we** have agreed to in writing against **your** legal liability for: accidental death, bodily injury or disease of any person, or accidental damage to property; happening in the **geographical limits** arising

- (i) solely from **your** occupation (not as an owner) of the **buildings** and its land or any other building or caravan or boat hired or borrowed and used by **you** as temporary holiday accommodation,
- (ii) solely in a personal capacity (not as occupier or owner of any building or land),
- (iii) as an employer of any domestic employee.

## What is not covered

Liability arising from the following:

- (i) **Your** owning (not occupying) any land or building
- (ii) Loss of or damage to property belonging to or held in trust by or controlled by **you** unless **you** have hired or borrowed the property for temporary holiday accommodation within the **geographical limits**.
- (iii) Any profession, business or employment involving **you** or any member of **your** family.
- (iv) Injury (including death, disease or illness) to **you**.
- (v) **Your** owning or using **motor vehicles**, lifts, caravans (other than caravans hired or borrowed and used by **you** as temporary holiday accommodation) or any craft designed to travel in on or through water air or space (other than non-mechanically propelled waterborne craft of less than nine metres in length whilst operated on inland waterways or within three miles of the coast).
- (vi) Any vehicle which must be insured under the Road Traffic Acts.

### What is covered

### What is not covered

(vii) The transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.

(viii) Any agreement **you** have made unless **you** would have been liable even without the agreement.

(ix) Loss of or damage to property, or injury, death, disease or illness of or to any person caused by a dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292 (N.I.21).

(x) Any deliberate wilful or malicious act.

(xi) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

### Limits of indemnity applying to paragraph 27

*Note: Legal costs and expenses are included within the limits shown below.*

- (i) In respect of **your** legal liability as an employer of domestic employees in the course of their employment,
  - (a) £5,000,000 any one event which is directly or indirectly caused by, results from or is in connection with **terrorism**.
  - (b) £10,000,000 any other one event.
- (ii) In respect of all other claims: £2,000,000 any one event or any alternative limit as shown in **your** schedule.

Cover also applies elsewhere in the world for a total of up to 90 days in any one period of insurance.

## What is covered

### 28. Unpaid compensation or damages

**We** will pay up to £2,000,000 for all compensation and damages which a court in the **geographical limits** has awarded to **you** and which have not been paid within three months of the date of the award.

This cover applies as long as:

- (i) the accident which results in the compensation and damages occurs within the period of insurance;
- (ii) there is no appeal outstanding and
- (iii) paragraph 27 of this section would have applied if the award had been made against **you** rather than to **you**.

### 29. Guests' personal belongings

Loss or damage under paragraphs 1 to 11 of this section for **personal belongings** of **your** guests whilst in **your** home.

The most **we** will pay for any one claim is £2,500.

### 30. Trees, plants and shrubs

**We** will pay for loss or damage to **your** trees, plants or shrubs covered under any paragraph in force under this section, other than paragraph 2 Storm or flood, up to a limit of £250 per item.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

### 31. Contents in care homes

Loss or damage to **contents** of any member of **your** immediate family whilst they are resident in a care home.

The most **we** will pay is £1,000 for any one claim and £5,000 in total for all claims in any one period of insurance.

## What is not covered

(i) Loss or damage if there is any other insurance in force.

(ii) **Personal belongings** of a paying guest or tenant in **your** home.

(i) Damage caused by frost or weight of snow.

(ii) Damage caused by animals.

## Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for

- (i) household linen and clothing where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including household linen and clothing) where **we** will pay the cost of restoring or repairing the item.

If, at the time of any loss or damage under this section the full cost of replacing the **contents** as new (less an amount for wear and tear on household linen and clothing) is greater than the limit of liability or the sum insured on **contents**, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

The most **we** will pay for any claim under paragraphs 1 to 11, 13, 14, 15 (i), 16 and 19 of this section is the sum insured depending on any limit shown in **your** schedule.

**Your** schedule will show any limits for individual items or **valuables**.

**We** will not reduce the sum insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

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## 3 Portable possessions

(Your schedule will show if this section applies)

### What is covered

Accidental loss of or damage to **personal belongings**, **valuables** and clothing owned by **you** or for which **you** are legally responsible and which are described in **your** schedule, within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Pedal cycles while racing.
- (iii) Theft of unattended pedal cycles away from the home unless they are securely locked to a permanent fixture.
- (iv) Musical instruments used for semi-professional or professional purposes.
- (v) Money, credit cards and other payment cards.
- (vi) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sun roofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.
- (vii) Loss of or damage to records, films, tapes, cassettes, discs, software or cartridges except for their value as unused material (unless they were pre-recorded in which case **we** will pay the maker's current listed price).

### Settling claims

At **our** option **we** will either replace or pay the cost of replacing the item as new except for

- (i) clothing, where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including clothing) where **we** will pay the cost of restoring or repairing the item.

The most **we** will pay for any claim is the sum insured, depending on any limit shown in **your** schedule.

**We** will not reduce the sums insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

## 4 Personal money

This section automatically applies when **you** have cover under the Contents section.

### What is covered

Accidental loss of **your personal money** within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Shortages caused by mistakes.
- (iii) Loss in value of the money.
- (iv) Loss due to confiscation.

### Settling claims

**We** will pay the amount of the loss.

The most **we** will pay for any claim is the sum insured shown in **your** schedule.

**We** will not reduce the sum insured after **we** pay a claim.

## 5 Touring caravans

(Your schedule will show if this section applies)

### Definition

#### **Touring caravan**

A caravan, trailer tent or luggage trailer (including its equipment, awnings, fixtures, furniture, furnishings, utensils and household linen all in or on the touring caravan).

### What is covered

#### 1. Accidental loss or damage

Accidental loss of or damage to the **touring caravan** described in **your** schedule, occurring within the **geographical limits**.

This cover also applies for a total of up to 90 days in any one period of insurance, elsewhere in the world.

#### 2. Recovery and delivery

After any loss or damage insured by this section **we** will pay **you** the necessary and reasonable costs **you** have paid, with **our** permission to:

- (i) protect the **touring caravan** and take it to the nearest suitable repairers;
- (ii) deliver the **touring caravan** to **your** home.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Static caravans.
- (iii) Loss or damage while the **touring caravan** is lent or hired out or is being used other than for social, domestic or pleasure purposes.
- (iv) Loss or damage while the **touring caravan** is used as a permanent home.
- (v) Loss or damage while the **touring caravan** is continuously on a site away from **your** home for more than 30 days, if the loss or damage is caused by the **touring caravan** overturning in a storm or flood (unless it is securely anchored to the ground at all four corners of the chassis).
- (vi) Theft or attempted theft whilst the **touring caravan** is left unattended, unless securely locked and also secured by a wheel clamp or hitchlock.
- (vii) Loss or damage caused by storm to the tent of a trailer tent or any awning.
- (viii) Damage to tyres by punctures, cuts or bursts.
- (ix) Any loss insured elsewhere in this or any other policy.

## What is covered

### 3. Third party liability

**We** will insure **you** against **your** legal liability as owner of the **touring caravan**, up to £2,000,000 (or any alternative limit shown in **your** schedule) for any one accident or series of accidents, inclusive of all costs and expenses, which **we** have already agreed to in writing.

**We** will provide this cover for liability arising from:

- accidental bodily injury including death, disease or illness;
- or
- accidental damage to property happening in the **geographical limits**.

This cover also applies for a total of up to 90 days in any one period of insurance, elsewhere in the world.

## What is not covered

Liability arising from the following:

- (i) The loss of or damage to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment involving **you** or any member of **your** family.
- (iii) The **touring caravan** being lent or hired out or being used other than for social, domestic or pleasure purposes.
- (iv) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (v) Towing or transporting of the **touring caravan**.
- (vi) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (vii) Any deliberate, wilful or malicious act.
- (viii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

## Settling claims

At **our** option **we** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

**We** will pay the market value of the **touring caravan** if it is lost, or it would not be economical to repair the damage.

However, if the loss or damage occurs within 12 months of **you** buying the **touring caravan** as new, **we** will pay the cost of replacing it as new, or **we** may replace it as new.

If **we** know that **you** are still paying for the **touring caravan** under a hire purchase or leasing agreement, **we** will pay the hire or lease company if the **touring caravan** is lost or it would not be economical to repair the damage. **Our** liability under this section will then end.

The most **we** will pay for any one claim for loss or damage is the sum insured shown in **your** schedule.

**We** will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

## 6 Boats (Your schedule will show if this section applies)

### Definition

#### **Boat**

The craft (including surfboards and sailboards) and its equipment, including trolleys, life jackets, outboard motors and trailers.

### What is covered

#### 1. Accidental loss or damage

- (a) Accidental loss of or damage to the **boat** described in **your** schedule.
- (b) Salvage charges and the necessary expenses of reducing or preventing a loss which would have been covered by this section.

This cover applies while the **boat** is on land, being transported, or floating on the inland waters of the **geographical limits** or within three miles of the coast.

It also applies while the **boat** is temporarily elsewhere in the world on inland waterways or within three miles of any coast, and in **your** custody or control, for a total of up to 90 days in any one period of insurance.

### What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Any **boat** measuring more than five metres in length or having a top speed above 15 knots.
- (iii) Loss or damage while the **boat** is lent or hired out or is being used other than for social, domestic or pleasure purposes.
- (iv) Theft of unsecured fittings or equipment, outboard motors, surfboards or sailboards unless:
  - (a) force was used to get into or out of a locked building or a locked vehicle; or
  - (b) the item was secured on a car roof rack (or on the **boat** in the case of an outboard motor) by an anti-theft device and its normal method of attachment.
- (v) Theft of the trailer unless it is immobilised by a wheelclamp or hitchlock or it is kept in a locked building when not being used.
- (vi) Loss or damage to sails or protective covers unless:
  - (a) caused by fire;
  - (b) caused by the boat being stranded, sinking or colliding with something; or
  - (c) stolen with the craft or from a locked building or vehicle.

## What is covered

### 2. Third party liability

**We** will insure **you** for up to £2,000,000 (or any alternative limit shown in **your** schedule) against **your** legal liability (as owner of the **boat**) arising from any one accident or series of accidents, inclusive of all costs and expenses, which **we** have agreed to in writing beforehand.

**We** will provide this cover for liability arising from:

- accidental bodily injury including death, disease or illness,
- or
- accidental damage to property.

This cover applies while the **boat** is on land, being transported, or floating on the inland waters of the **geographical limits** or within three miles of the coast. It also applies while the **boat** is temporarily elsewhere in the world on inland waters or within three miles of any coast and in **your** custody or control, for a total of up to 90 days in any one period of insurance.

## What is not covered

Liability arising from the following:

- (i) Bodily injury to workmen or other people **you** employ in connection with the **boat**.
- (ii) The **boat** being transported by road.
- (iii) The **boat** being lent or hired out or being used other than for social, domestic or pleasure purposes.
- (iv) Injury (including death, disease or illness) to **you**.
- (v) The towing or preparing to tow a person for the purpose of paragliding, hang-gliding, water ski-ing, ski-kiteing or similar sports, until the person being towed is safely aboard the **boat** again.
- (vi) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (vii) Any deliberate, wilful or malicious act.
- (viii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

## Settling claims

At **our** option **we** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

**We** will pay the market value of the **boat** if it is lost, or it would not be economical to repair the damage.

However, if the loss or damage occurs within 12 months of **your** buying the **boat** as new, **we** will pay the cost of replacing it as new, or **we** may replace it as new.

The most **we** will pay for any one claim for loss or damage is the sum insured shown in **your** schedule.

**We** will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

## 7 Legal expenses (This section automatically applies)

### Guidance note

The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS deal with any claims matters and correspondence on our behalf. Their address is:

DAS Legal Expenses Insurance Company Limited  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
Telephone 0117 934 2104

It is most important that you let DAS know as soon as possible if any problems arise which may result in a claim under this section

### Definitions

#### **Appointed representative**

The lawyer or other suitably qualified person appointed under this section to act for **you** in accordance with the terms of this section.

#### **Costs and expenses**

- (a) Legal costs – all reasonable and necessary costs charged by the **appointed representative** on a standard basis. Also the costs **your** opponents have run up if **you** have to pay them, or pay them with the agreement of **DAS**.
- (b) Accountants costs – all reasonable and necessary costs incurred by the **appointed representative**.

#### **DAS**

DAS Legal Expenses Insurance Company Limited.

#### **Date of occurrence**

- (a) For civil cases (except for examinations by H.M. Revenue & Customs into an **insured person's** tax affairs) – the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the occurrence is the date of the first of these events.
- (b) For criminal cases – the date when the **insured person** began or is said to have begun to break the criminal law in question.
- (c) For **full enquiries** – the date when H.M. Revenue & Customs first tell an **insured person** in writing that they intend to investigate an **insured person's** tax affairs.

#### **Full enquiry**

An extensive examination by H.M. Revenue & Customs which considers all aspects of the **insured person's** tax affairs, but not enquiries which are limited to one or more specific aspects of the **insured person's** self-assessment tax return.

#### **Insured person**

**You** and any member of **your** family who always live with **you**. Anyone claiming under this policy must have **your** agreement to claim.

#### **Limit of cover**

The most **we** will pay for all claims occurring at the same time or from the same cause. (The **limit of cover** is £50,000).

**Motor vehicle**

- (a) Any **motor vehicle** which needs a tax disc to go on a road and which is built or adapted to carry up to seven passengers (including motor cycles, mopeds and pedal cycles).
- (b) Any caravan or trailer which is attached to a **motor vehicle** or which is temporarily detached from it.

**Territorial limits**

- (a) Contractual disputes and bodily injury. The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
- (b) For all other insured incidents. The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

**We/our/us**

Ecclesiastical Insurance Office plc.

**You/your**

The person(s) named as insured in the schedule.

**What is covered**

**We** will pay **costs and expenses** of up to the **limit of cover** for the following events or causes which have a **date of occurrence** within the period of insurance and within the **territorial limits**. **We** will also pay for any legal proceedings in courts within the **territorial limits**.

**DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used **we** will pay the **costs and expenses** incurred for this.

**We** will only provide this cover if there is a reasonable chance of recovering damages, or of a successful defence in the event of a civil claim.

**What is not covered**

Any claim relating to the following:

- (i) Any claim reported to **DAS** more than 180 days after the date an **insured person** should have known about the event.
- (ii) Any incident or matter arising before the start of the cover provided by this section.
- (iii) **Costs and expenses** an **insured person** pays or is charged for before **DAS** accept a claim under this section.
- (iv) Expenses for work carried out in or on land which benefits land or buildings other than **your** home.
- (v) Fines, damages or other penalties which the **insured person** is ordered to pay by a court.
- (vi) Any claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
- (vii) Any claim relating to written or verbal remarks which damage the **insured person's** reputation.
- (viii) Any insured incident an **insured person** has deliberately or intentionally provoked.

*continued*

## What is covered

### 1. Employment disputes

**DAS** will negotiate for the **insured person's** legal rights in a dispute arising from a contract of legal employment entered into by the **insured person** for their work as an employee.

### 2. Contract disputes

**DAS** will negotiate for the following:

- (1) The **insured person's** legal rights in a contractual dispute arising from an agreement or alleged agreement which an **insured person** has entered into for:
  - (a) the buying or hiring in of any goods or services; or
  - (b) the selling of any goods.
- (2) **Your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your** principal home.

In addition, **we** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.

Provided that

- (a) the **insured person** has entered into the agreement or alleged agreement during the period of insurance; and
- (b) the amount in dispute is more than £100.

## What is not covered

- (ix) A dispute with **us** or **DAS** which is not dealt with by condition 7 of this section.
- (x) 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.
- (xi) An application for a judicial review.

Any claim relating to personal injury.

- (i) A contract regarding an **insured person's** profession, business or employment.
- (ii) The settlement payable under an insurance policy.
- (iii) Construction work on any land, or designing, converting or extending any building.
- (iv) A lease of less than 8 years, or a licence or tenancy of land or buildings.
- (v) A contract involving a **motor vehicle**, its parts or accessories.

## What is covered

### 3. Bodily injury

**DAS** will negotiate for the **insured person's** legal rights after an event which causes the death of, or bodily injury to, an **insured person**.

### 4. Property protection

**DAS** will negotiate for the **insured person's** legal rights in a civil action relating to material property (including **your** principal home) which is owned by the **insured person** or for which the **insured person** is responsible following:

- (1) any event which causes or could cause physical damage to such material property provided that the amount in dispute is more than £100; or
- (2) any nuisance or trespass, provided that **you** are responsible for the first £250 of every claim.

### 5. Tax protection

**DAS** will negotiate on the **insured person's** behalf and represent the **insured person** in any appeal proceedings in respect of a **full enquiry** by H.M Revenue & Customs into the **insured person's** personal tax affairs if the full enquiry resulted from the **insured person's** work as an employee.

## What is not covered

- (i) Injuries the **insured person** receives while driving a **motor vehicle**.
- (ii) Any illness or bodily injury or naturally occurring condition which happens gradually or is not caused by a specific or sudden incident.
- (iii) Defending an **insured person's** legal rights other than defending a counter claim.

Any claim relating to:

- (i) A contract entered into by an **insured person**.
- (ii) Any building or land other than **your** principal home.
- (iii) **Your** principal home being taken legally from **you** whether or not **you** are offered money or restrictions or controls are placed on **your** principal home by any government or public or local authority unless any claim is for accidental damage.
- (iv) Work done by any government or public or local authority unless the claim is for accidental physical damage.
- (v) A **motor vehicle** owned or used by or hired or leased to an **insured person**.
- (vi) Mining subsidence.

Defending any claim under 'What is covered 4 (1)' but defending a counter claim is covered.

## What is covered

### 6. Jury service

**We** will pay the *insured person's* salary or wages for the time that the *insured person* is off work while attending jury service for each half or whole day of such attendance as far as they are not recoverable from the court or the *insured person's* employer.

#### Limits

- (a) The salary or wages while the *insured person* is off work, including the time it takes to travel to and from court to the nearest half day assuming that a whole day is eight hours.
- (b) If the *insured person* works full time, the salary or wages for each whole day equals to 1/250th of the *insured person's* yearly salary or wages.
- (c) If the *insured person* works part time, the salary or wages will be a proportion of the *insured person's* salary or wages.

### 7. Legal Defence

- (1) **DAS** will defend the *insured person's* legal rights if an event arising from the *insured person's* work as an employee lead to:
  - (a) the *insured person* being prosecuted in a court of criminal jurisdiction;
  - or
  - (b) civil action being taken against the *insured person* under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion;
  - or
  - (c) civil action being taken against the *insured person* under Section 13 of the Data Protection Act 1998.
- (2) **DAS** will defend the *insured person's* legal rights if an event leads to their prosecution for an offence connected with the use or driving of a *motor vehicle*.

## What is not covered

- (i) Parking offences
- (ii) Driving of a *motor vehicle* by an *insured person* when valid motor insurance is not held.

## Conditions

- 1 (a) Every communication which **DAS** needs from any person insured under this section must be made in writing to them.  
(b) An **insured person** must take all reasonable steps to prevent any liability which may give rise to a claim under this section.  
(c) When a claim is made under this section an **insured person** must immediately give written details of the event to **DAS** and provide all information they ask for.
- 2 (a) **DAS** can take over and conduct, in the name of an **insured person**, any claims or legal proceedings at any time. **DAS** can negotiate any claim on behalf of an **insured person**.  
(b) If **DAS** agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a lawyer or if there is a conflict of interest, an **insured person** can choose an **appointed representative** to act for them and must send **DAS** the suitably qualified person's name and address. **DAS** may refuse to accept the choice of representative, but only in exceptional circumstances.  
If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter.  
(c) Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.  
(d) An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS's** standard terms of appointment.  
The **appointed representative** must co-operate fully with **DAS** at all times.  
(e) **DAS** will have direct contact with the **appointed representative**.  
(f) An **insured person** must co-operate fully with **DAS** and the **appointed representative** and must keep **DAS** up to date with the progress of the claim.  
(g) An **insured person** must give the **appointed representative** any instructions **DAS** require.
- 3 (a) An **insured person** must tell **DAS** if anyone offers to settle a claim.  
(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.  
(c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or which are being claimed against them instead of starting or continuing legal proceedings.
- 4 (a) When **DAS** ask, an **insured person** must instruct the **appointed representative** or any other person to have **costs and expenses** taxed, assessed or audited.  
(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

- 5** If an **appointed representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses the **appointed representative** the cover **we** provide will end immediately unless **DAS** agree to appoint another **appointed representative**.
  - 6** If an **insured person** settles a claim or withdraws their claim without **DAS** agreement or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end immediately and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
  - 7** If an **insured person** and **DAS** disagree about the choice of **appointed representative**, or about the handling of a claim, **DAS** and the **insured person** can choose another suitably qualified person to decide the matter. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this **DAS** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the difference will be paid by the one who loses the dispute.
  - 8** **DAS** may at their discretion require an **insured person** to obtain at their expense, an opinion from a barrister chosen by an **insured person** and **DAS** as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
  - 9** All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.
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# General information (not forming part of the policy)

## Complaints procedure

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact Ecclesiastical Insurance Office plc.

You can make your complaint in writing or verbally to the Group Compliance Officer or Claims and Risk Services Director at:

Ecclesiastical Insurance Office plc  
Beaufort House,  
Brunswick Road,  
Gloucester GL1 1JZ.

Tel 01452 528533  
Fax 01452 423557

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

We will acknowledge all complaints within five working days.

All complaints will be investigated independently at a senior level within Ecclesiastical.

We will aim to respond formally to your complaint within four weeks, but we shall endeavour to report to you within ten working days whenever possible.

If after four weeks we have not completed our investigation we will write to you to tell you the progress of the investigation. We will then write to you again within eight weeks of receiving your complaint with our response, or to inform you of the progress being made.

If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR.

*This complaints procedure does not affect your right to take legal proceedings.*

## The Financial Services Compensation Scheme (FSCS)

As with all Financial Services Authority (FSA) regulated companies, should a situation arise where Ecclesiastical was unable to pay claims against it you may be entitled to compensation from the FSCS.

For further information please visit:

[www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers,  
1 Portsoken Street,  
London E1 8BN.

Tel 020 7892 7300

The scheme was set up under the terms of the Financial Services and Markets Act 2000. They are an independent, non-profit making organisation and cover deposits, insurance and investments.

FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy.

# Notes

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FSA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FSA's register by visiting the  
FSA's website**

**[www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register)**

**or by contacting the FSA on  
0845 606 1234**

Charity  
Care sector  
Heritage  
Education  
Nursery  
Commercial Bespoke  
Property Owners  
Flats  
Motor fleet  
Household

For further information on any  
of our products, please speak to  
your insurance broker.



Beaufort House, Brunswick Road,  
Gloucester GL1 1JZ

Ecclesiastical Insurance Office plc. (EIO) Reg. No. 24869. Ecclesiastical Insurance Group plc. (EIG) Reg. No. 1718196. Ecclesiastical Life Ltd. (ELL) Reg. No. 243111. Ecclesiastical Investment Management Ltd (EIM) Reg. No. 2170173. Allchurches Mortgage Company Ltd. (AMC) Reg. No. 1974218. Ecclesiastical Financial Advisory Services Ltd. (EFAS) Reg. No. 2046087. Ecclesiastical Risk Services Ltd. (ERS) Reg. No. 6290300. All companies are registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. EIO, ELL, EIM & EFAS are authorised and regulated by the Financial Services Authority and are members of the Financial Ombudsman Service. EIO & ELL are members of the Association of British Insurers and EIM is a member of the Investment Management Association.