

HOME  
INSURANCE  
POLICY  
WORDING



**Customer service and claims****0845 330 0505**

For general enquiries and to make a claim

**Home emergency cover****0845 213 8400**

24-hour access to plumbers, roofers and other emergency contractors

**Security services****020 7448 6031**

Travel security information, emergency response and identity fraud advice

**Family legal protection****0845 601 5094**

24-hour helpline providing you with advice on tax, legal issues and counselling

**Approved services****[www.hiscox.com/services](http://www.hiscox.com/services)****0845 330 0505**

Access to approved product and service providers at preferential rates

For training and quality control purposes, telephone calls may be monitored or recorded. Hiscox Syndicates Ltd, Hiscox Insurance Company Ltd and Hiscox Underwriting Ltd are authorised and regulated by the Financial Services Authority. 5525 07/09

## Guide to sections

<b>Introduction</b>	<b>2</b>
<b>General terms</b> - which apply to the whole of this insurance	<b>3</b>
Definitions	3
General conditions	6
General exclusions	8
What to do when a loss occurs	9
<b>Section A: Buildings</b>	<b>10</b>
<b>Section B: Contents and valuables</b>	<b>12</b>
<b>Section C: Your liabilities</b>	<b>16</b>
<b>Section D: Family legal protection</b>	<b>20</b>
<b>Section E: Legal, tax and counselling helpline</b>	<b>25</b>
<b>Section F: Home emergency</b>	<b>26</b>

## Introduction

**We** have designed this insurance for private **homes** and their **contents**. **We** hope the language and layout are clear because **we** want **you** to understand the cover **we** provide and **your** responsibilities. Many of the words and phrases **we** use have a special meaning in this **policy**. If a word or phrase is in **bold** type, please read the definitions section on page 3.

It is important that **you** read this **policy** document, together with any **endorsements** and the **schedule**, very carefully. If anything is not correct in the **schedule**, please call **us** immediately on 0845 330 0505.



**Robert Hiscox**  
Chairman

**We** will provide this insurance in return for the premium **you** have paid.

If **you** have a complaint about any part of this insurance (other than the 'Family legal protection', 'Legal, tax and counselling helpline' and 'Home emergency' sections), please contact:

Customer Services  
PO Box 5734  
Southend-on-Sea  
Essex SS1 2ZD  
Phone: 0845 330 0505

If **you** have a complaint about the 'Family legal protection' section or the 'Legal, tax and counselling helpline' section, please contact:

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Black  
Bristol BS1 6NH  
Phone: 0117 934 0066  
Email: customerrelations@das.co.uk

If **you** have a complaint about the 'Home emergency' section, please contact:

Quality Department  
Europ Assistance Holdings Limited  
Sussex House  
Perrymount Road  
Haywards Heath  
West Sussex  
RH16 1DN  
Email: quality@europ-assistance.co.uk

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** can ask the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

The address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Phone: 0845 080 1800  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** contact the Financial Ombudsman Service, **us**, DAS or Europ Assistance, please quote the policy number shown in the **schedule**.

## General terms which apply to the whole of this insurance

### Definitions

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below. Any changes to these definitions, and any extra definitions, are shown in the section to which they apply.

### Act of terrorism

An act, including using or threatening to use force or violence, which:

- is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
- is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

### Amount insured

The most **we** will pay as shown in the **schedule**.

### Bank cards

Credit, debit, charge, cheque, bank or cash cards.

### Boarder

A permanent member of **your** household who is under 19 and who is living at boarding school during term time.

### Buildings

Any permanent structure used for domestic or **home-office business** purposes within the grounds of **your home**, including:

- decorations inside;
- fixtures and fittings;
- lifts;
- domestic fixed fuel tanks;
- swimming pools and hot tubs;
- greenhouses and sheds;
- underground service pipes and cables, sewers and drains;
- terraces, patios, hard tennis courts, driveways, footpaths;
- walls, gates, hedges and fences; and
- radio and television aerials, satellite dishes, their fittings and masts.

To qualify for cover, these must be at the address shown in the **schedule**. They must belong to **you** or **you** must be legally responsible for them.

**Buildings** do not include:

- any plant or tree other than hedges (but please see the special extension for **your** garden under section A – Buildings); or
- land or water.

### Contents

Household goods, clothing and personal property, including:

- the personal property of **boarders**;
- furniture and office equipment for **your home-office business**;
- **your** fixtures and fittings (including decorations inside, radio and television aerials, satellite dishes, their fittings and masts if they are not insured by another insurance policy) if **you** do not own or are not responsible for insuring the buildings;
- **fine art**.

To qualify for cover, these must belong to **you**, or **you** must be legally responsible for them.

**Contents** do not include:

- property which **you** use for business purposes other than for **your home-office business**;
- **student's belongings** (but please see the special extension for **student's belongings** under section B – Contents);
- motorised vehicles (including off-road vehicles) and their keys and accessories, other than domestic gardening equipment and wheelchairs;
- caravans, trailers and their accessories;
- watercraft and their accessories, other than sail boards and surf boards;
- aircraft and their accessories;
- **money** and **bank cards** (but please see the special extension for **money** and **bank cards** under section B – Contents);
- electronic data, other than digital music, digital video and digital photographs;

## General terms which apply to the whole of this insurance continued

- animals, plants or trees (but please see the cover for plants and shrubs under section B – Contents); or
- land or water.

<b>Domestic duties</b>	Those duties relating to <b>your home</b> and gardens. <b>Domestic duties</b> does not include the duties of those who are employed to provide care for <b>you</b> .
<b>Domestic employees</b>	Any person working for <b>you</b> in connection with <b>domestic duties</b> who is: <ol style="list-style-type: none"> <li>1. employed by you under a contract of service, or</li> <li>2. self-employed and working on a labour only basis under <b>your</b> control or supervision.</li> </ol>
<b>Endorsement</b>	A change to the terms of the <b>policy</b> agreed by <b>us</b> in writing.
<b>Excess</b>	The amount for which <b>you</b> are responsible as the first part of each agreed claim.
<b>Fine art</b>	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including: <ul style="list-style-type: none"> <li>• furniture;</li> <li>• paintings, drawings, etchings, prints and photographs;</li> <li>• tapestries and rugs;</li> <li>• manuscripts;</li> <li>• porcelain and sculpture;</li> <li>• stamps or coins forming part of a collection;</li> <li>• clocks and barometers;</li> </ul> all of which belong to <b>you</b> or for which <b>you</b> are responsible.
<b>Home</b>	The house or flat at the address shown in <b>your schedule</b> . <b>Home</b> includes any garage or other permanent building attached to the house at the same address and used for domestic or <b>home-office business</b> purposes.
<b>Home office business</b>	Office work which <b>you</b> or <b>your</b> employees carry out in <b>your home</b> or an <b>outbuilding</b> , as long as the <b>home-office business</b> does not employ more than two people for that work. Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.
<b>Money</b>	Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, savings stamps and certificates or premium bonds.
<b>Outbuildings</b>	Additional buildings set apart from the <b>home</b> and at the same address. <b>Outbuildings</b> includes garages but not greenhouses or sheds.
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your schedule</b> .
<b>Policy</b>	This insurance document and the <b>schedule</b> , including any <b>endorsements</b> .
<b>Rebuilding expenses</b>	Reasonable and necessary expenses to rebuild or repair the <b>buildings</b> following physical loss or physical damage. This means: <ul style="list-style-type: none"> <li>• fees to architects, surveyors and consulting engineers;</li> <li>• the cost of clearing the site and making the <b>buildings</b> safe; and</li> <li>• the cost of doing anything required by any government or local authority. (This applies only if:           <ul style="list-style-type: none"> <li>• <b>you</b> received notice of the requirement after the damage happened; and</li> <li>• the <b>buildings</b> were originally built in line with any government and local authority regulations in force at that time.)</li> </ul> </li> </ul> <b>Rebuilding expenses</b> do not include the cost of preparing a claim.

## General terms which apply to the whole of this insurance continued

<b>Schedule</b>	<p>The document <b>we</b> sent <b>you</b>:</p> <ul style="list-style-type: none"><li>• when <b>we</b> accepted this insurance; or</li><li>• after making changes to <b>your</b> cover;</li></ul> <p>whichever is the most recent.</p> <p>The <b>schedule</b> shows:</p> <ul style="list-style-type: none"><li>• the name of the insured;</li><li>• the address of <b>your home</b>;</li><li>• <b>your</b> correspondence address;</li><li>• the <b>amounts insured</b>;</li><li>• the <b>period of insurance</b>; and</li><li>• the sections of this <b>policy</b> which apply to <b>you</b>.</li></ul>
<b>Student's belongings</b>	<p>The personal property of a permanent member of <b>your</b> household which is taken away from <b>your home</b> while that person is:</p> <ul style="list-style-type: none"><li>• living away from home; and</li><li>• studying full time at a university or college of higher or further education.</li></ul>
<b>United Kingdom</b>	<p>England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.</p>
<b>Unoccupied</b>	<p>The <b>home</b> has not been lived in for 60 days in a row, or does not have enough furniture to be lived in normally.</p>
<b>Valuables</b>	<p>Precious metals, jewellery, watches and guns which belong to <b>you</b> or for which <b>you</b> are legally responsible. Precious metals means gold, silver and platinum, including gold and silver plate.</p>
<b>We, us, our</b>	<p>For sections A, B and C of this <b>policy</b>: Hiscox Insurance Company Ltd, 1 Great St Helen's, London, EC3A 6HX.</p> <p>For sections D and E of this <b>policy</b>: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.</p> <p>For section F of this <b>policy</b>: Europ Assistance Holding Irish Branch, 79 Merrion Square, Dublin 2, Ireland. The benefits and services described in the policy are provided by Europ Assistance Holdings Limited.</p>
<b>You, your, yourself</b>	<p>The person or persons named as the insured in the <b>schedule</b>.</p> <p>For sections A, B, C and D of this <b>policy</b>, <b>you</b> also means all permanent members of that person's household, including <b>domestic employees</b> who live at the same address.</p> <p>For sections E and F of this <b>policy</b>, <b>you</b> also means all members of that person's family who live at the same address.</p>

**General terms which apply to the whole of this insurance** continued

<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any extra conditions are shown in the sections to which they apply.
Building works	If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the <b>buildings</b> and the estimated cost is more than £50,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may then amend the terms of this <b>policy</b> . If <b>you</b> do not tell <b>us</b> , <b>we</b> will not have to pay any claim caused by or resulting from the building works. <b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.
Cancellation	<b>You</b> may cancel this <b>policy</b> within 14 days from the date <b>you</b> receive the <b>policy</b> documents by calling 0845 330 0505. <b>You</b> will then receive a full premium refund provided no claims have been made. <b>You</b> may cancel this <b>policy</b> at any time by notifying <b>us</b> . If <b>you</b> have not made a claim <b>we</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> left. <b>We</b> may cancel this <b>policy</b> by sending <b>you</b> 30 days' notice by recorded post to <b>your</b> correspondence address shown in the <b>schedule</b> . <b>We</b> will return any premium <b>you</b> have paid for any <b>period of insurance</b> left. However, <b>we</b> will not return any premium if the amount is less than the minimum refund shown in the <b>schedule</b> . If <b>you</b> pay the premium by instalments and an instalment remains unpaid after 14 days, <b>we</b> may cancel this <b>policy</b> from the date the last instalment was due.
Full value	<b>We</b> will not have to pay any claim under this <b>policy</b> unless <b>you</b> keep the <b>amounts insured</b> at full value. a) For <b>buildings</b> , the full value is the estimated cost of rebuilding if the <b>buildings</b> were destroyed (this is not the same as the market value). It must be adequate to include <b>rebuilding expenses</b> . b) For <b>contents</b> , the full value is the current cost as new, other than <b>fine art</b> and <b>valuables</b> , for which the full value is the current market value.
Governing law	Unless some other law is agreed in writing, this <b>policy</b> is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales.
Indexation	<b>We</b> will adjust the <b>amount insured</b> for <b>buildings</b> and <b>contents</b> each month according to an appropriate index. <b>We</b> will not increase <b>your</b> premium for this during the <b>period of insurance</b> . However, <b>you</b> should check <b>your amounts insured</b> when <b>you</b> renew <b>your policy</b> to make sure that they reflect the full value of <b>your buildings</b> and <b>contents</b> .
Information	<b>We</b> have relied on the information <b>you</b> gave <b>us</b> in deciding to accept this insurance. <b>You</b> must make sure that all statements were accurate and that <b>you</b> have not withheld any important facts. <b>You</b> must tell <b>us</b> about any change in circumstances which occurs before or during the <b>period of insurance</b> and which may affect this insurance. <b>We</b> may then amend the terms of this <b>policy</b> . Please contact <b>us</b> if <b>you</b> are not sure what to tell <b>us</b> .
Joint insureds	The most <b>we</b> will pay is the relevant <b>amount insured</b> . If there is more than one of <b>you</b> , the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b> .
Non-disclosure, misrepresentation and false claims	If <b>you</b> have not told <b>us</b> about or have misrepresented any facts or circumstances which might affect <b>our</b> decision to provide insurance or the terms of that insurance, or <b>you</b> have made a false claim, <b>we</b> can refuse to pay a claim, or <b>we</b> can treat this insurance as though it had never existed.

## General terms which apply to the whole of this insurance continued

Premium payments	<b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium due to <b>us</b> .
Reasonable care	<b>You</b> must: a) take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage; and b) keep <b>your</b> property in good condition and repair. If <b>you</b> do not, <b>we</b> can refuse to pay <b>your</b> claim.
Renewal	<b>We</b> will normally write to <b>you</b> before the end of the <b>period of insurance</b> and offer to renew <b>your policy</b> for a further 12 months. <b>We</b> will tell <b>you</b> the premium and any change in conditions for the new period. If <b>you</b> pay the premium <b>your policy</b> will then continue automatically unless <b>you</b> notify <b>us</b> that <b>you</b> do not wish to renew. <b>We</b> will tell <b>you</b> at least 21 days before the end of the <b>period of insurance</b> if <b>we</b> cannot offer renewal of <b>your policy</b> .
Surveys	For our mutual benefit, <b>we</b> retain the right to survey the <b>buildings</b> and <b>contents</b> during the <b>period of insurance</b> . If <b>we</b> wish to do so, <b>we</b> will contact <b>you</b> to arrange a mutually convenient time.
Third parties	<b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.
Unoccupied home	<b>You</b> must tell <b>us</b> if <b>your home</b> is, or is likely to be, <b>unoccupied</b> . <b>We</b> may then amend the terms of this <b>policy</b> .

## General terms which apply to the whole of this insurance continued

**General exclusions** The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following.

1. Loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.
2. Loss, damage, costs or expenses arising directly or indirectly from:
  - a) biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent;  
or
  - b) any failure in the supply of gas, water, electricity or phone service to **your home**; and caused by or resulting from an **act of terrorism**.
3. **Your** liability arising out of transmission of a computer virus.
4. Loss or distortion of information resulting from computer error or malfunction or computer virus.
5. Loss of, or damage to, or the cost of replacing, any computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
6. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
7. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
8. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
9. Any claim where **you** would be entitled to be paid under any other policy if this **policy** did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.

## General terms which apply to the whole of this insurance continued

### What to do when a loss occurs

The following claims conditions apply to sections A, B and C of this **policy**. For section D – Family legal protection or section F – Home emergency, please read the claims conditions in those sections.

1. **You** must tell **us** as soon as possible about any incident which may result in a claim under this **policy** by calling 0845 330 0505. If **you** do not, **we** will not have to pay **your** claim. If **you** think a crime has been committed, **you** must also tell the police and ask them for a crime reference number. **You** must give us all the co-operation **we** need to investigate **your** claim.
2.
  - a) If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done immediately. Keep the bills because they may form part of **your** claim.
  - b) Before any other repair work begins, **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.
  - c) **You** must give **us** reasonable evidence of value for all items involved in a claim.
  - d) **You** must prove the loss, damage or liability has happened.
3. If someone is holding **you** responsible for an injury or damage, **you** must tell **us** as soon as possible and send **us** immediately every letter of claim, claim form or correspondence **you** receive. If **you** do not do this, or if **you** admit responsibility or make an offer or promise of payment without **our** written permission, **we** will not have to pay **your** claim.
4. **We** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this **policy**.

### Our claims promise

**We** pride **ourselves** on offering a service that is fast, efficient and helpful. Let **us** know if **we** do not pay **your** claim within four working days after receiving **your** written acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up to date.

**We** can only keep this promise if **your** bank is in the **United Kingdom** and if **you** give **us** **your** bank details at the time **you** sign the acceptance form. **We** can then transfer the money into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

### Recovered property

If **we** recover any of **your** property, **we** will write to **you** at the correspondence address shown in the **schedule** and **you** can buy it back from **us** within 60 days. **We** will charge:

1. the amount **we** paid for **your** claim plus interest and expenses for loss adjustment and recovering the item; or
  2. the fair market value of the item at the time **we** recover it;
- whichever is less.

## Section A - Buildings

Please read **your schedule** to see if **your buildings** are covered.

The general terms, including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

<b>What is covered</b>	<b>We</b> will insure the <b>buildings</b> up to the <b>amount insured</b> against physical loss or physical damage which happens during the <b>period of insurance</b> .
<b>How much we will pay</b>	<p><b>We</b> will pay the cost of rebuilding or repairing the damaged <b>building</b>. This includes any <b>rebuilding expenses</b>.</p> <p><b>We</b> will normally expect <b>you</b> to carry out repairs. However, if <b>you</b> and <b>we</b> agree that it is not reasonable to do this, <b>we</b> will pay <b>you</b> an amount which we both consider fair.</p> <p>The most <b>we</b> will pay in total is the <b>amount insured</b>. Unless <b>we</b> say otherwise, the <b>amount insured</b> applies to each incident of loss. <b>We</b> will pay up to this amount for further claims <b>you</b> make as long as <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.</p>
<b>Special extensions</b>	The following extensions apply if <b>your buildings</b> are covered under this section. The amounts shown below are in addition to the <b>amount insured</b> for <b>buildings</b> .
Carpets and curtains	If <b>your buildings</b> are rented out unfurnished, <b>we</b> will also cover <b>your</b> carpets and curtains under this section. The most <b>we</b> will pay for each incident is £5,000.
Garden	<b>We</b> will pay to restore <b>your</b> garden if it is damaged by fire, lightning, theft or vandalism, or collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons, during the <b>period of insurance</b> . The most <b>we</b> will pay is £1,000 for each incident. <b>We</b> will not pay more than £250 to replace any one tree, shrub or plant.
Rent owed to you and alternative accommodation	<p><b>We</b> will pay for rent which <b>you</b> cannot recover as landlord while <b>your home</b> cannot be lived in because of damage we have agreed to pay for under this section. <b>We</b> will cover <b>your</b> reasonable and necessary costs for alternative accommodation while <b>your home</b> cannot be lived in because of damage <b>we</b> have agreed to pay for under this section.</p> <p>The most <b>we</b> will pay for rent and alternative accommodation combined is 25% of the <b>amount insured</b> for the <b>buildings</b>.</p>
Replacement locks	If <b>you</b> lose the keys to outside doors, windows, safes and alarms of <b>your home</b> during the <b>period of insurance</b> , <b>we</b> will pay the cost of changing the locks. The most <b>we</b> will pay for this, under all sections of this <b>policy</b> , is £2,500 each time <b>you</b> lose the keys.
Selling your home	If <b>you</b> are selling the <b>buildings</b> covered under this section, <b>we</b> will cover the <b>buildings</b> for the buyer from the time <b>you</b> exchange contracts to the time the sale is complete. However, <b>we</b> will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance. The other special extensions do not apply to this extension.
Tracing a leak	<p><b>We</b> will pay the costs incurred to find the point of escape of:</p> <ol style="list-style-type: none"> <li>a domestic heating oil leak within <b>your home</b>, or a water leak from <b>your</b> permanent internal plumbing or heating system, which is likely to cause insured damage to the <b>buildings</b> or <b>contents</b>;</li> <li>a water leak from the underground service pipes for which <b>you</b> are legally responsible outside the <b>home</b> but at the address shown in the <b>schedule</b>.</li> </ol> <p>The leak must happen during the <b>period of insurance</b>. The most <b>we</b> will pay is £5,000 but not more than £2,500 for a water leak outside the <b>home</b>.</p>

## Section A - Buildings continued

**What is not covered** The following extra exclusions also apply to the whole of this section.

**We** do not cover the following.

1. Loss or damage caused by:
  - a) wear and tear or gradual deterioration, unsuitable or defective materials, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
  - b) dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm or fire;
  - c) demolition, alteration, extension, repair, or any similar process;
  - d) chewing, scratching, tearing, denting, vomiting or fouling by **your** pets;
  - e) pollution or contamination; or
  - f) anything which happens gradually, including smoke and rising damp.
2. Misuse, faulty workmanship or design, or using faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by water suddenly leaking from:
  - a) fixed water tanks, apparatus and pipes while **your home** is not being lived in for more than five days at a time during the months of October to April inclusive unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
  - b) swimming pools.
6. Loss or damage caused by subsidence, heave or landslide:
  - a) to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time; or
  - b) to solid floors unless the load-bearing walls are physically damaged at the same time.
7. Loss or damage caused by coastal or river erosion.
8. Loss or damage caused by falling trees, storm or flood to gazebos, pergolas, arbours, gates, hedges or fences.
9. Loss or damage to the **buildings** while they do not have enough furniture to be lived in normally, unless the loss or damage is caused by fire, lightning or explosion.
10. If **you** let **your home**, or any part of the **buildings**, to tenants:
  - a) loss or damage caused deliberately by **your** tenant or by a lodger; or
  - b) theft or attempted theft unless violence and force are used to enter or leave the **buildings**.
11. The amount of the **excess** (but this exclusion does not apply to the cover for replacement locks).

## Section B - Contents and valuables

Please read **your schedule** to see if **your contents** and **valuables** are covered.

The general terms, including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

### What is covered

**We** will insure the **contents** and **valuables** up to the **amount insured** against physical loss or physical damage which happens during the **period of insurance**. The cover applies while the **contents** and **valuables** are at the address shown in the **schedule** and while temporarily removed for no longer than 60 consecutive days anywhere else in the world.

### How much we will pay

#### Contents

**We** will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not take off any amount for wear and tear. Unless **we** say otherwise, the **amount insured** applies to each incident of loss. **We** will pay up to this amount for further claims **you** make as long as **you** carry out **our** recommendations to prevent further loss or damage.

Some special limits apply and are shown below under Special limits and Special extensions. These amounts are the most **we** will pay unless a higher amount is shown in the **schedule**.

#### *Special limits*

The amounts shown below are the most **we** will pay for the following items. These amounts are part of the total **amount insured** for **contents**.

- Bicycles not inside the <b>home</b> or an <b>outbuilding</b> or <b>your</b> garden	up to £1,000 for any one bicycle.
- <b>Boarder's</b> personal possessions	up to £1,000 for any one item, pair or set.
- <b>Contents</b> in <b>outbuildings</b> , greenhouses and sheds	up to £5,000 in total for each incident.
- <b>Contents</b> left outside, other than garden furniture, ornaments, statues and other similar items <b>you</b> normally leave in <b>your</b> garden	up to £2,500 in total for each incident.
- Digital music, digital video and digital photographs	up to £2,500 in total for each incident.
- Fixtures and fittings where <b>you</b> do not own, or are not responsible for insuring the buildings	up to 10% of the <b>amount insured</b> for <b>contents</b> in total for each incident.
- Furs	up to £5,000 in total for each incident.
- Garden furniture, ornaments, statues and other similar items <b>you</b> normally leave in <b>your</b> garden	up to £2,500 in total for each incident.
- Saddlery and tack away from the address shown in the <b>schedule</b>	up to £2,500 in total for each incident.

#### Valuables

**We** will decide whether to repair or replace the lost or damaged item or to make a cash settlement. If **we** choose to make a cash settlement, the amount will be based on the market value of the item on the date the loss happened.

If **we** repair a damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the market value of the item on the date of the loss. It is **your** responsibility to prove the loss in value.

## Section B - Contents and valuables continued

The most **we** will pay for a single high valued item is £15,000 for each incident, unless a different value has been specified to **us** in the statement of fact or other information **you** gave **us** in deciding to accept this insurance.

The most **we** will pay in total for each incident of loss is the **amount insured**.

### Special extensions

The following extensions apply if **your contents** and **valuables** are covered under this section. The amounts shown below are in addition to the **amount insured** for **contents**.

Domestic heating oil

**We** will pay up to the **amount insured** for **contents** for any accidental loss of domestic heating oil from **your** fixed heating oil tank, apparatus or pipes which happens during the **period of insurance**.

Fatal injury

If the insured named in the **schedule**, or any direct family member living permanently with the insured, suffers a physical injury as a result of fire or violence by burglars at the premises shown in the **schedule** during the **period of insurance**, and dies from the injury within 12 months, **we** will pay a benefit of £50,000 in total for each incident. However, the most **we** will pay for anyone under 16 is £5,000.

Home-office  
business book debts

**We** will pay **you** up to £2,500 for amounts owed to **you** which **you** cannot recover as a direct result of loss of or damage to **your home-office business** records during the **period of insurance**, as long as **we** cover the loss or damage under this section.

Home-office  
business increased  
cost of working

**We** will pay **you** for the increased cost of carrying on **your home-office business** caused only and directly by the following.

1. Physical loss of, or physical damage to, **your buildings** or **contents** which is covered under this **policy**.
2. An accidental failure in the supply of gas, water, electricity or telephone service to **your home** or any **outbuilding** used for the **home-office business** for more than 24 hours in a row during the **period of insurance**.

This cover will start from the date on which the physical loss or physical damage happens or the service interruption starts. It will continue until **you** are able to start work in **your home** or **outbuilding** again but for no longer than 12 months.

The amount **we** pay will be the extra necessary and reasonable costs **you** have to pay to continue **your home-office business**, less any savings which result from the reduced costs and expenses during the time **your** work is interrupted. The most **we** will pay is £25,000.

**We** do not cover any increased cost of carrying on **your home-office business** directly or indirectly caused by or resulting from an **act of terrorism**.

Home-office  
business records

If **your home-office business** records and electronic data are lost or damaged as a result of loss or damage covered under this section, **we** will pay up to £2,500 for the reasonable and necessary cost of retrieving the data **you** need to continue **your** business.

**We** will not pay for the value to **you** of the lost information.

Loss of water

**We** will pay up to £1,500 for any accidental loss of metered water which happens during the **period of insurance**.

Money and bank cards

**Your** personal **money** and **bank cards** are insured against physical loss or physical damage which happens during the **period of insurance** anywhere in the world.

**We** will pay any amounts which **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen, as long as **you** follow all the terms under which the **bank cards** were issued.

The most **we** will pay for **bank cards**, including unauthorised use, is £10,000 in total for each time **your bank cards** are lost or stolen.

The most **we** will pay for **money** is £1,000 for each incident.

## Section B - Contents and valuables continued

New possessions	<p><b>We</b> will allow an increase in the <b>amount insured</b> for <b>contents</b> and <b>valuables</b> of up to 25% to cover any items <b>you</b> acquire during the <b>period of insurance</b>. <b>We</b> will only do this if <b>you</b> tell <b>us</b> about the new possession within 60 days of acquisition and pay an extra premium.</p> <p>Any items that are only intended to be in <b>your</b> possession for a short time, such as presents for other people, are covered automatically for up to 60 days as long as they do not increase the <b>amount insured</b> for <b>contents</b> or <b>valuables</b> by more than 25%.</p>
Personal documents	<p><b>We</b> will pay up to £2,500 for the costs involved in replacing personal documents or title deeds as a result of loss or damage covered under this section.</p>
Plants and shrubs	<p><b>We</b> will pay to restore the trees, shrubs and plants in <b>your</b> garden, other than hedges, if they are damaged by fire, lightning, theft or vandalism, or collision or impact by vehicle or aircraft, or by falling lampposts, telegraph poles or pylons, during the <b>period of insurance</b>. The most <b>we</b> will pay for this is £1,000 for each incident. <b>We</b> will not pay more than £250 to replace any one tree, shrub or plant.</p> <p><b>We</b> will not pay for trees, shrubs and plants under this section if <b>we</b> pay to restore <b>your</b> garden under Section A of this <b>policy</b> as a result of the same incident.</p>
Rent owed to you, rent you owe and alternative accommodation	<p><b>We</b> will pay for rent which <b>you</b> cannot recover as landlord while <b>your home</b> cannot be lived in because of damage <b>we</b> have agreed to pay for under this section.</p> <p><b>We</b> will pay for rent which <b>you</b> have to pay as a tenant while <b>you</b> cannot live in <b>your home</b> because of damage <b>we</b> have agreed to pay for under this section. <b>We</b> will not pay this benefit if <b>we</b> pay <b>you</b> for alternative accommodation as a result of the same loss.</p> <p><b>We</b> will cover <b>your</b> reasonable and necessary costs for alternative accommodation while <b>you</b> cannot live in <b>your home</b> because of damage <b>we</b> have agreed to pay for under this section. <b>We</b> will not pay this benefit if <b>we</b> pay <b>you</b> for rent <b>you</b> owe as a result of the same loss.</p> <p>The most <b>we</b> will pay for rent owed to <b>you</b>, rent <b>you</b> owe and alternative accommodation combined is 25% of the <b>amount insured</b> for <b>contents</b>.</p>
Replacement locks	<p>If <b>you</b> lose the keys to outside doors, windows, safes and alarms of <b>your home</b> during the <b>period of insurance</b>, <b>we</b> will pay up to £2,500 towards the cost of changing the locks. The most <b>we</b> will pay for this, under all sections of this <b>policy</b>, is £2,500 each time <b>you</b> lose the keys.</p>
Retrieving personal computer data	<p><b>We</b> will pay up to £2,500 for the costs involved in retrieving <b>your</b> personal electronic data from <b>your</b> computers as a result of loss or damage covered under this section.</p>
Student's belongings	<p><b>We</b> will also insure <b>student's belongings</b> against physical loss or physical damage which happens during the <b>period of insurance</b> and is directly caused by:</p> <ol style="list-style-type: none"> <li>1. fire, lightning, explosion, earthquake, smoke, storm, flood or weight of snow;</li> <li>2. water leaking from fixed water tanks, apparatus or pipes;</li> <li>3. theft or attempted theft as long as violence and force are used to enter or leave a building or locked room;</li> <li>4. any vehicle or aircraft crashing into a building, anything falling from an aircraft, or falling trees, lampposts, telegraph poles or pylons; or</li> <li>5. riot, violent disorder, civil commotion, vandalism or acts of malicious people.</li> </ol> <p>The cover applies within the <b>United Kingdom</b> while the <b>student's belongings</b> are inside the student's accommodation, in another occupied building or being taken between those buildings.</p> <p>The most <b>we</b> will pay is £2,500 for each incident of loss, but not more than £250 for any one bicycle and not more than £1,000 for any other item, pair or set.</p>

## Section B - Contents and valuables continued

**What is not covered** The following extra exclusions also apply to the whole of this section.

**We** do not cover the following.

1. Loss or damage caused by:
  - a) wear and tear or gradual deterioration, unsuitable or defective materials, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
  - b) dryness or humidity, frost, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm or fire;
  - c) cleaning, repair, renovation, restoration, or any similar process;
  - d) chewing, scratching, tearing, denting, vomiting or fouling by **your** pets;
  - e) pollution or contamination; or
  - f) anything which happens gradually, including smoke and rising damp.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by water suddenly leaking from:
  - a) fixed water tanks, apparatus and pipes while **your home** is not being lived in for more than five days at a time during the months of October to April inclusive unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes; or
  - b) swimming pools.
6. Loss or damage caused by coastal or river erosion.
7. Loss or damage over £1,000 to ride-on lawn mowers unless **you** keep them in a locked building when not in use.
8. Loss of or damage to bicycles left unattended away from the **home, outbuildings or your** garden unless locked to a fixed structure or in a locked building.
9. Loss or damage over £2,500 from, in or on any unattended vehicle.

**We** do not cover theft of any item from an unattended vehicle unless the item is hidden out of sight or in the vehicle's locked glove compartment and violence and force are used to enter the vehicle.
10. Loss or damage over £5,000 of or from any one bag or piece of luggage away from the **home** that **you** are not personally looking after.
11. Sports equipment while being used.
12. Loss of, or damage to, an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported).
13. If **you** let **your home**, or any part of the **buildings**, to tenants:
  - a) loss or damage caused deliberately by **your** tenant or a lodger; or
  - b) theft or attempted theft from the **buildings** unless violence and force are used to enter or leave.
14. Loss of, or damage to, **boarder's** possessions caused by theft or attempted theft unless violence and force are used to enter or leave a building or locked room.
15. Property belonging to **domestic employees** who live at the address shown in the **schedule** if their property is insured elsewhere.
16. Loss caused by **you** not receiving goods or services **you** have paid for.
17. The amount of the **excess** (but this exclusion does not apply to loss of or damage to the contents of **your** freezer or to the cover for replacement locks).

## Section C - Your liabilities

If **your buildings** are covered under section A of this **policy**, **you** are automatically insured for **your** liability as owner of the **home**.

If **your contents** are covered under section B of this **policy**, **you** are automatically insured for **your** liability as occupier of the **home** and for **your** personal liability. If shown in the **schedule**, you are also insured for **your** liability to **your domestic employees** and **your home-office business** employees.

The most **we** will pay for a claim covered under each part of this section is shown below. However, if **you** are covered under more than one part for claims caused by the same accident, the most **we** will pay is the higher of the two amounts shown in the **schedule**. Any defence costs **we** agreed to under 'Your liability to others (except to **your** employees)' apply on top of this amount.

The general terms, including general conditions, general exclusions and claims conditions, and the extra exclusions and general liability exclusions shown below all apply to this section.

### 1. Your liability to others (except your employees)

#### What is covered

1. **Your** liability as owner or occupier of the **home**  
**We** will cover **you** against any claim for damages which **you**, as owner or occupier, may legally have to pay for an accident which happens during the **period of insurance** in or about the **home**. The accident must cause bodily injury or disease or loss of or damage to property.
2. **Your** personal liability  
**We** will cover **you** against any claim for damages which **you** may legally have to pay for an accident which happens during the **period of insurance** and which causes bodily injury or disease or loss of or damage to property.  
This cover applies anywhere in the world. However, **we** will not cover **your** liability for accidents which happen in the United States of America or Canada if **you** have been in either or both of those countries for more than 90 days in total during the 12 months from the start of this **policy** or from the last anniversary.

The most **we** will pay for one claim is the amount shown in the **schedule**. **We** will also cover costs and expenses **we** agreed to beforehand to defend the claim.

**We** will treat all claims caused by one accident as one claim, however many of **you** may be legally liable for the accident.

### Special extensions

#### Defective Premises Act

If **we** cover **your** liability as owner of the premises under this section, **we** will cover **you** up to £1,000,000 for any amounts **you** legally have to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with an accident in any previous home which **you** occupied before **you** sold it or gave it away. **We** will only do this if the accident happens during the **period of insurance**.

**We** do not cover liability for the cost of putting right any fault or alleged fault.

#### Your home-office business

If **we** cover **your** personal liability under this section, **we** will extend the cover to include **your** legal liability to pay a claim for damages for an accident which happens in or about the **home** in connection with **your home-office business**. The accident must cause bodily injury or disease or loss of or damage to property. **We** will treat all claims made against a **home-office business** employee of **yours**, when acting on **your** behalf, as though made against **you**.

## Section C - Your liabilities continued

Court awards you cannot recover

If **we** cover **your** personal liability under this section, and if, within three months, **you** have not received the full amount of any damages and taxed costs awarded to **you** in **your** private life during the **period of insurance** by any court of law in the **United Kingdom** for bodily injury or property damage, **we** will pay **you** the amount **you** are owed. **We** will only pay up to £1,000,000. **We** will only do this if:

1. the incident giving rise to the injury or damage did not happen in the course of your **home-office business** or any other business, profession or occupation;
2. **we** would have covered **your** liability if **you** had caused the injury or damage; and
3. **you** are not waiting for an appeal on the judgment.

If **you** receive any damages after **we** have paid **you** for them, **you** must return that amount to **us**.

**What is not covered** The following extra exclusions apply to **your** liability to others (except to **your** employees) and the special extensions.

**We** do not cover the following.

1. **Your** liability for injury to **you** or for injury to **your** employees arising from their work for **you** (**your** liability to employees may be covered under part 2 of this section).
2. **Your** liability for loss of, or damage to, property which belongs to **you** or is in **your** or **your** employee's care, other than damage to the **buildings** for which **you** as tenant are legally liable to the owner.
3. **Your** liability arising out of:
  - a) owning, occupying, using or possessing any land or building not at the address shown in the **schedule**;
  - b) any business, profession or occupation. This exclusion does not apply to the special extension for **your home-office business**;
  - c) any mechanically-propelled vehicle other than domestic gardening equipment or wheelchairs. The most **we** will pay in total for all such claims covered in the **period of insurance** is £1,000,000, including costs and expenses;
  - d) any aircraft;
  - e) any watercraft (except sailboards or surfboards); or
  - f) any animal other than cats, horses, or dogs which are not treated as 'dangerous' under the Dangerous Dogs Act 1991.
4. Liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident which happened in the **United Kingdom** during the **period of insurance** and:
  - a) **you** tell **us** about the accident as soon as reasonably possible and no later than 60 days after the end of the **period of insurance**; and
  - b) **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

**We** will treat all pollution or contamination which arises out of one accident as having happened at the time the accident took place. The most **we** will pay for all claims covered in the **period of insurance** will be £5,000,000, including costs and expenses.

5. **Your** liability arising out of any goods or products designed, manufactured, built, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
6. Claims arising as a result of any treatment, wrongful specification or professional advice or service **you** or **your** employee have provided to someone else for a fee.

## Section C - Your liabilities continued

### 2. Your liability to your employees

#### What is covered

For the purpose of the cover for **your** liability to **your** employees, the definition of “**you**” does not include **domestic employees** who live at the address shown in the **schedule**.

1. **Your liability to your domestic employees**

**We** will cover **you** against any claim for damages which **you** may legally have to pay for an accident which happens during the **period of insurance** and causes bodily injury or disease to **your domestic employees**. The accident must arise from the work they are employed to do for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**.

2. **Your liability to your home-office business employees**

**We** will cover **you** against any claim for damages which **you** may legally have to pay for an accident which happens during the **period of insurance** and causes bodily injury or disease to **your home-office business employees**. The accident must arise from the work they are employed to do for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**.

Compulsory insurance

**We** agree to pay claims in line with the conditions of any law relating to compulsory insurance for liability to employees in the **United Kingdom**. However, **you** must repay **us** all amounts **we** pay which **we** would not have been liable to pay under the terms of this **policy** if the law did not exist.

The most **we** will pay for one claim is the amount shown in the **schedule**. This includes costs and expenses **we** agreed to beforehand to defend the claim.

**We** will treat all claims caused by one accident as one claim, however many of **you** are legally liable for the accident.

The following extra exclusions apply to **your** liability to **your** employees.

#### What is not covered

**We** do not cover the following.

1. Any liability arising out of:
  - a) any work **your** employees do for **you** other than their **domestic duties** or **home-office business** duties;
  - b) any motorised vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance; or
  - c) **your** employees' work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the 12 months from the start of this **policy** or from the last anniversary.
2. Amounts **you** legally have to pay following any judgment or award given or made outside the courts of the **United Kingdom** or any member state of the European Union. This exclusion also applies to enforcing any such award within the **United Kingdom** or within the European Union.

The following extra exclusions apply to **your** liability to **your** employees.

## Section C - Your liabilities continued

### General liability exclusions

The following extra exclusions apply to the whole of this section.

**We** do not cover the following.

1. **Your** liability arising out of:
  - a) passing on any infectious disease or any virus, syndrome or illness; or
  - b) any contract, unless **you** would have been legally liable if the contract had not existed.
2. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
3. The liability of anyone whose main home is in the United States of America or Canada.

## Section D - Family legal protection

**You** are automatically covered by this section.

The insurer for this section is DAS Legal Expenses Insurance Company Limited. **We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, **we** have customer complaint handling procedures. Details of these are available on request. Please address all complaints to **our** Customer Relations Department at **our** head office address.

**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](http://www.das.co.uk)

If **you** are still not happy, **you** can contact the Financial Ombudsman Service at the address shown in the complaints procedure. This does not affect **your** legal rights.

All the General terms, except the claims conditions, apply to this section. What to do when **you** have a claim under this section is set out below. Some extra definitions and conditions for this section are also shown below.

To make sure **you** get the most from **your** cover, it will help if **you** keep the following points in mind:

How **we** can help

**You** can phone **us** at any time on the telephone number shown in the **schedule** to make a claim under this section. **We** will ask you about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will provide **you** with a claim reference number. At this point **we** will not be able to confirm that **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams, and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to the Claims Department at the address shown below:

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

Alternatively you can email your claim to us at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

When **we** cannot help

Please do not ask for help from a lawyer or accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved.

### Extra definitions

#### Costs and expenses

- a) Legal costs  
All reasonable and necessary costs chargeable by the **representative** on a standard basis, or in accordance with the Predictable Costs Scheme, if this is appropriate. Also the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pay them with **our** agreement.
- b) Accountant's costs  
A reasonable amount in respect of all costs reasonably incurred by the **representative**.
- c) Attendance expenses

#### Date of occurrence

- a) For civil cases, the **date of occurrence** is 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, the **date of occurrence** is the date of the first of these events.
- b) For criminal cases, the date of occurrence is when you began or are alleged to have begun to break the criminal law in question.
- c) For Insured incident 5 - tax protection, the **date of occurrence** is when HM Revenue & Customs first notifies **you** in writing of their intention to make an enquiry.

## Section D - Family legal protection continued

- Full enquiry** An extensive examination by HM Revenue & Customs which considers all aspects of **your** personal tax affairs, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.
- Representative** The lawyer, accountant or other suitably qualified person who has been appointed to act for **you** in accordance with the terms of this section.
- Territorial limit**
- a) For Insured incident 2 – bodily injury, the territorial limit is anywhere in the world.
  - b) For all other insured incidents, the territorial limit is the **United Kingdom**.
- Extra conditions**
1. **You** must:
    - a. keep to the terms and conditions of this **policy**;
    - b. try to prevent anything happening that may cause a claim;
    - c. take reasonable steps to keep any amount **we** have to pay as low as possible;
    - d. send everything **we** ask for, in writing;
    - e. give **us** full details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
  2.
    - a. **We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
    - b. **You** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
      - i. **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
      - ii. there is a conflict of interest.
    - c. In all circumstances except those in 2.b above, **we** are free to choose a **representative**.
    - d. Any **representative** will be appointed by **us** and will represent **you** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.
    - e. **We** will have direct contact with the **representative**.
    - f. **You** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
    - g. **You** must give the **representative** any instructions that **we** require.
  3.
    - a. **You** must tell **us** if anyone offers to settle a claim.
    - b. If **you** do 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 **you** the amount of damages that **you** are claiming or that is being claimed against **you**, instead of starting or continuing legal proceedings.
  4.
    - a. **You** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
    - b. **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
  5. If a **representative** refuses to continue acting for **you** with good reason or if **you** dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
  6. If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
  7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.

## Section D - Family legal protection continued

8. **We** may at **our** discretion require **you** to obtain at **your** expense an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us** as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

### What is covered

**We** agree to provide **you** with the insurance in this section, as long as:

- a. the premium has been paid;
- b. the **date of occurrence** of the insured incident is during the **period of insurance** and within the **territorial limit**;
- c. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- d. for civil claims **we** agree that it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

Anyone claiming under this section must have the agreement of the person named as the insured in the **schedule** to claim.

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

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

### How much we will pay

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

### Insured incidents we will cover

Insured incident 1  
- contract disputes

**We** will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

- a. the buying or hiring in of any goods or services, or
- b. the selling of any goods,

provided that:

- a. the amount in dispute is more than £100,
- b. **you** have entered into the agreement during the **period of insurance**.

**We** do not cover any claim relating to the following:

1. A contract regarding **your** trade, profession, business or employment.
2. A lease of land or buildings, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
3. The settlement payable under an insurance policy.
4. Any loan, mortgage, pension, investment or borrowing.

## Section D - Family legal protection continued

Insured incident 2  
- bodily injury

**We** will negotiate for **your** legal rights after an event which causes the death of or bodily injury to **you**.

**We** do not cover any claim relating to the following:

1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
2. Defending **your** legal rights, but defending a counter-claim is covered.
3. Clinical negligence.
4. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.

Insured incident 3  
- clinical negligence

**We** will negotiate for **your** legal rights where it is alleged that accidental death or bodily injury to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under clinical negligence

1. The alleged failure to correctly diagnose **your** condition.
2. Psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

Insured incident 4  
- property protection

**We** will:

1. negotiate for **your** legal rights in a civil action; and/or
2. arrange mediation;

for a dispute relating to material property (including **your home**), which is owned by **you** or for which **you** are responsible following:

- a. any event which causes physical damage to such material property, provided that the amount in dispute is more than £100; or
- b. any legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your home**, or some right over, or in connection with it) or trespass, provided that **you** are responsible for the first £250 of any claim.

**We** do not cover:

1. any claim relating to the following:
  - a. a contract entered into by **you**.
  - b. any building or land other than **your home**.
  - c. someone legally taking **your home** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** by any government or public or local authority unless the claim is for accidental physical damage.
  - d. work done by any government or public or local authority unless the claim is for accidental physical damage.
  - e. mining subsidence.
2. Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter claim is covered.

Insured incident 5  
- tax protection

**We** will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a **full enquiry** by HM Revenue & Customs into **your** personal tax affairs.

**We** do not cover any claim relating to the following:

1. **your** business or profession;
2. any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office or the HM Revenue & Customs Prosecution Office.

## Section D - Family legal protection continued

Insured incident 6  
- legal defence

1. **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
  - a. **you** being prosecuted in a court of criminal jurisdiction; or
  - b. civil action being taken against **you** under legislation for unlawful discrimination; or
  - c. civil action being taken against **you** under section 13 of the Data Protection Act 1998.
2. **We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

**We** do not cover any claim relating to the following:

1. Parking offences.
2. The driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

Insured incident 7  
- attendance expenses

**We** will pay **your** net salary or wages for the time that you are off work while attending jury service or attending a court or tribunal at the request of the **representative**, in relation to a claim accepted under section 6 of this policy.

**We** will pay **your** net salary or wages for each half or whole day of such attendance as far as they are not recoverable from the court or **your** employer.

The amount **we** will pay is based on the following.

- a. The time **you** are off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is eight hours.
- b. If **you** work full time, the salary or wages for each whole day equals 1/250th of **your** yearly salary or wages.
- c. If **you** work part-time, the salary or wages will be a proportion of **your** salary or wages.
- d. If **you** are self-employed, **we** will pay the net salary or wages that **you** draw from the business to cover **your** personal cost-of-living expense.

**What is not covered** **We** do not cover the following.

1. Any incident or matter arising before the start of this **policy**.
2. Any **costs and expenses** incurred before our written acceptance of a claim.
3. Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
4. Any incident intentionally brought about by **you**.
5. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
6. Any claim relating to written or verbal remarks which damage **your** reputation.
7. A dispute with **us** not otherwise dealt with under Condition 7 above.
8. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
9. Any legal action **you** take which **we** or the **representative** have not agreed to, or where **you** do anything that hinders **us** or the **representative**.
10. Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
11. Any claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospects of successful recovering damages (or getting any other legal remedy that **we** have agreed to, or of making a successful defence).

## Section E – Legal, tax and counselling helpline

**You** are automatically covered by this section.

The general terms apply to this section.

**We** provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the **United Kingdom** unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls, other than for the Health and medical and counselling services.

When phoning, please tell **us your** policy number. Please do not phone **us** to report a general insurance claim.

EuroLaw legal advice service

**We** will give **you** confidential legal advice over the phone 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.

Tax advice service

**We** will give **you** confidential legal advice over the phone on personal tax matters.

Health and medical information service

**We** will give **you** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

**For the following four assistance services, you will be responsible for paying the costs for the help provided.**

Veterinary assistance service

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

Childcare assistance service

**We** can help **you** find a range of childcare options in **your** area if an unforeseen event occurs (such as illness or injury to **you**) and **you** need to make alternative childcare arrangements. **We** can provide **you** with contact details for these services 24 hours a day, seven days a week, but most of them only work during standard office hours. Outside of these times, **we** will contact them for **you** the next working day and call **you** back.

Home assistance

**We** can help **you** find cleaning staff, au pairs and housekeepers if **you** need assistance to run **your** home in a crisis (such as illness or injury to **you**). **We** can provide **you** with contact details for these services 24 hours a day, seven days a week, but most of them only work during standard office hours. Outside of these times, **we** will contact them for **you** the next working day and call **you** back.

**TO CONTACT ANY OF THE ABOVE HELPLINE SERVICES,  
PLEASE PHONE: 0800 731 3548**

Counselling

**We** will provide **you** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

**TO CONTACT THE COUNSELLING HELPLINE, PLEASE PHONE: 0117 934 2121**

**We** will not accept responsibility if the Helpline Services are unavailable for reasons beyond **our** control.

## Section F – Home emergency

The general terms, including general conditions and general exclusions, but not the claims conditions, apply to this section. The claims conditions for this section and some extra definitions, exclusions and conditions for this section are shown below.

**You** are automatically covered by this section.

### Definitions

<b>Approved contractor</b>	A tradesperson authorised in advance by <b>us</b> to carry out repairs.
<b>Emergency</b>	The result of a sudden and unforeseen incident at the <b>home</b> or in the <b>outbuildings</b> which immediately: <ul style="list-style-type: none"> <li>a) exposes <b>you</b> or anyone else to a risk to their health;</li> <li>b) creates a risk of loss of or damage to the <b>home</b> or <b>outbuildings</b> or any of the <b>contents</b>;</li> <li>c) makes it impossible for <b>you</b> to live in the <b>home</b>;</li> </ul> <b>Emergency</b> includes physical loss of or physical damage to, or breakdown of, the <b>essential services</b> .
<b>Essential services</b>	<ul style="list-style-type: none"> <li>a) Mains drainage, water and gas supply to and from the <b>home</b> within the boundary of the premises at the address shown in the schedule, electricity, water and gas supply within the <b>home</b> and <b>outbuildings</b> and the main source of heating, where no alternative exists and the service is immediately necessary to prevent an <b>emergency</b>; and</li> <li>b) the permanent and irreplaceable loss of all keys required to gain access to the <b>home</b> but not the <b>outbuildings</b>.</li> </ul>
<b>Permanent repair</b>	Repairs or work required to put right the damage caused to the <b>home</b> by the <b>emergency</b> .
<b>Temporary repair</b>	A repair which will resolve an <b>emergency</b> but will need to be replaced by a <b>permanent repair</b> .

### What is covered

If you suffer an **emergency** at **your home** as a result of a covered incident to **your essential services** which happens during the **period of insurance**, **we** will organise and pay up to £500 plus VAT for call out, labour, parts and materials to carry out either:

- a) a **temporary repair**; or
- b) a **permanent repair** if it can be done at a similar cost

We will not pay more than £500 plus VAT for each **emergency**.

There may be times when replacement parts are delayed because of circumstances beyond **our** control, or when parts are no longer available. In these situations **we** will ensure **your home** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

**What is not covered** The following extra exclusions apply to the whole of this section.

**We** do not cover the cost of:

1. Repairs of the following events:
  - a) Any loss or damage known about before the start of this **policy**
  - b) Any leaking or dripping tap that requires re-washing or replacing
  - c) Any boiler that needs descaling
  - d) Replacing sanitary ware, cylinders, tanks, radiators, external overflows and septic tanks
  - e) Loss of keys for **outbuildings**, garages or sheds

## Section F – Home emergency continued

- f) Interruption in the electricity supply to or failure of burglar or fire alarm systems, CCTV surveillance systems or swimming pools and their plumbing and filtration systems
  - g) Burst or leaking flexible hoses or leaking appliances or saniflow toilets and other mechanical equipment
  - h) Any **emergency in your home** if it has not been lived in for more than 30 days in a row.
2. Repairs to:
    - a) Any boiler over 15 years old
    - b) Boilers with an output over 60kw per hour
    - c) Warm air or solar powered heating systems
    - d) Unvented systems
  3. Replacing **your** boiler or heating system.
  4. Repairing any loss or damage arising because a utility company has deliberately disconnected or interrupted mains service.
  5. Providing any equipment or services which are the responsibility or property of the utility company.
  6. Normal day to day maintenance within **your home**.
  7. Replacing items that wear out over a period of time.
  8. Repairing any damage excluded under the general exclusions applying to the whole of the home insurance **policy**.

### Claims conditions applying to this section

If there is an **emergency**, **you** should tell **us** immediately by calling the 24 hour Home Emergency line on 0845 213 8400.

**We** will not pay the cost of any repairs unless **you** have told **us** immediately and **we** have authorised an **approved contractor** in advance.

**You** must give **us your** policy number when **you** call for help. **You** must produce any relevant identification requested by the contractor or anyone else **we** nominate.

**You** must co-operate with **us** if **we** start proceedings in **your** name against anyone whose actions may have caused the damage in order to recover, for **our** benefit, the amount of any payment **we** have made under this section.

### Extra conditions

**We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **you** are making under this **policy**.

If any cost covered under this section is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of the claim.

This section is not a maintenance contract. It does not cover day to day maintenance which **you** should do.



**Hiscox**

1 Great St Helen's  
London EC3A 6HX  
T 0845 330 0505  
E [contactus@hiscox.com](mailto:contactus@hiscox.com)  
[www.hiscox.co.uk](http://www.hiscox.co.uk)



**Mixed Sources**  
Product group from well-managed  
forests and other controlled sources

Cert no. SA-COC-001888  
[www.fsc.org](http://www.fsc.org)  
© 1996 Forest Stewardship Council