

# HOME COVER

## *Household Insurance*

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In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates **ONLY** to those sections of the certificate which are shown in the **schedule** as being covered.

The written authority carrying the seal of LLOYD'S Policy Signing Office allows Playle-Russell (Special Risks) Ltd to sign and issue this certificate on behalf of underwriters whose syndicate numbers appear on the authority document.

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## Certificate Contents

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## Introduction

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This certificate of insurance, **schedule** and any **Endorsement** applying to **your** certificate form **your** Home Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **Playle Russell (Special Risks) Ltd.** immediately if this document is not correct or if **you** would like to ask any questions.

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Any enquiry or complaint should be addressed in the first instance to **Playle Russell (Special Risks) Ltd.** In the event **you** wish to pursue matters further **you** may do so by referring the matter to:

**Policyholder & Market Assistance**  
**Lloyd's**  
**One Lime Street**  
**LONDON**  
**EC3M 7HA**

If **your** complaint concerns Section Eight (Legal Expenses) **you** should address your complaint to:

The Managing Director  
DAS Legal Expenses Insurance Company Ltd  
DAS House, Quay Side, Temple Back  
Bristol, BS1 6NH.

If, after following the above procedure, **your** complaint has not been resolved to **your** satisfaction, **you** have the right to refer the matter to the Financial Ombudsman Service, at the following address:

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

In all communications the certificate number appearing in the **schedule** should be quoted.

**Your** legal rights are not affected by these measures.

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## Claims Helpline

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### Claims

In the event of any type of claim contact:

**Playle Russell (Special Risks) Ltd**  
**1 The Mews, Portersbridge Street,**  
**Romsey,**  
**Hampshire**  
**SO51 8DJ**

**Telephone: 01794 830055**  
**Fax: 01794 830044**

**Email: [claims@thatchline.com](mailto:claims@thatchline.com)**

Please have your Certificate Number to hand.

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## Definitions

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Wherever the following words appear in this insurance they will appear in bold text and have the meanings shown below.

<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>We / us / our</b>	Certain underwriters at Lloyd's
<b>Bodily injury</b>	<b>Bodily injury</b> including death or disease.
<b>Buildings</b>	<ul style="list-style-type: none"><li>• The <b>home</b> and its decorations</li><li>• fixtures and fittings attached to the <b>home</b></li><li>• permanently installed swimming pools, tennis courts, drives, patios, terraces, walls, gates, hedges, fences and fixed fuel tanks</li></ul> <p><b>you</b> own or for which <b>you</b> are legally responsible within the <b>premises</b> named in the <b>schedule</b>.</p>
<b>Contents</b>	<p>Household goods and personal property, within the <b>home</b>, which are <b>your</b> property or for which <b>you</b> are legally responsible.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"><li>• tenant's fixtures and fittings</li><li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></li><li>• <b>money</b> and <b>credit cards</b> up to £300 in total</li><li>• deeds and registered bonds and other personal documents up to £1500 in total</li><li>• stamps or coins forming part of a collection up to £1,250 in total</li><li>• domestic oil in fixed fuel oil tanks up to £1,000 in total.</li></ul> <p>And up to the amount(s) specified in the <b>schedule</b> for</p> <ul style="list-style-type: none"><li>• property in the open but within the <b>premises</b></li><li>• gold, silver, gold and silver plated articles, jewellery and furs within the private dwelling</li></ul> <p><b>Contents</b> does NOT include:</p> <ul style="list-style-type: none"><li>• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li><li>• any living creature</li><li>• any part of the <b>buildings</b></li><li>• any property covered under any other insurance.</li></ul>

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## Definitions (continued)

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<b>Credit cards</b>	<b>credit cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Europe</b>	<b>'Europe'</b> will include: <ul style="list-style-type: none"><li>• all Mediterranean Islands;</li><li>• all countries with a Mediterranean shoreline;</li><li>• the Canary Islands;</li><li>• Madeira;</li></ul> and journeys between these countries.
<b>Excess</b>	the first part of any claim which <b>you</b> are liable to pay
<b>Home</b>	The private dwelling and the garages and outbuildings used for domestic purposes at the <b>premises</b> stated in the <b>schedule</b> .
<b>Money</b>	<ul style="list-style-type: none"><li>• current legal tender, cheques, postal and <b>money</b> orders</li><li>• postage stamps not forming part of a stamp collection</li><li>• savings stamps and savings certificates, travellers' cheques</li><li>• premium bonds, luncheon vouchers and gift tokens</li></ul> all held for private or domestic purposes.
<b>Period of insurance</b>	the length of time for which this insurance is in force, as shown in the <b>schedule</b> .
<b>Personal belongings</b>	Clothing, baggage, spectacles, photographic equipment, guns, sports equipment and other similar items normally carried about the person and all of which belong to <b>you</b> <b>Personal belongings</b> does NOT include: <ul style="list-style-type: none"><li>• <b>money</b> and <b>credit cards</b></li><li>• pedal cycles</li><li>• any property covered under any other insurance</li></ul>
<b>Premises</b>	The address which is stated in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

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## Definitions (continued)

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<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> , the applicable <b>excess(es)</b> and the sections of this insurance which apply.
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man, the Channel Islands, and journeys between these countries.
<b>Valuables</b>	<ul style="list-style-type: none"><li>• jewellery</li><li>• furs</li><li>• gold, silver and silver plated articles</li><li>• pictures.</li></ul>

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## General Conditions applicable to the whole of this insurance

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Each **home** included under this insurance is considered to be covered as if separately insured.

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### *Your duties*

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1. **you** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **you** must tell **us** immediately if **you**
  - stop using the **home** as **your** permanent private residence, or
  - change the pattern of occupation of **your home** to that disclosed on the proposal form.
2. **you** must tell **us** before **you** start any conversions, extensions or other major structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
3. It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:
  - are maintained in good working order, and
  - are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

If **you** fail to comply with any of the above duties this insurance may become invalid.

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### *Cancellation*

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1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **us**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

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### *Unoccupancy*

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There is restricted cover if the premises are left unoccupied for periods in excess of thirty days. Please refer to the Unoccupancy Conditions on page 9.

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## Unoccupancy Conditions

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If the **home** is not lived in by **you** or any other person with **your** permission for more than thirty consecutive days the following shall apply to this insurance:

1. **We** will not pay:
  - (a) for theft or attempted theft from the **home** other than as a result of violent and forcible entry.
  - (b) for loss or damage to Fine Art and Antiques, property in the open, **Valuables, money** and **credit cards** within the **home**.
  - (c) for loss, damage or liability arising out of the activities of contractors.
  - (d) the first £250 of each claim other than in respect of subsidence heave or landslip where we will not pay the amount shown in the **schedule** for each claim.
  
2. It is **your** duty to ensure that:
  - (a) all protections for the security of the **home** are put into full and effective use at all times.
  - (b) an authorised person inspects the inside of **your home** each week.
  - (c) during the period 1st November to 31st March each year:
    - (i) the central heating within the **home** is in operation and maintains a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade)  
or  
that the water supply is turned off at the mains and all water and central heating systems are drained.
    - (ii) the electricity and gas supply are turned off at the mains when not used for the central heating system or security of the **home**.

If **you** fail to comply with any of the above duties this insurance may become invalid

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## General Exclusions applicable to the whole of this insurance

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This insurance does not cover

a) *Radioactive Contamination and Nuclear Assemblies*

- 1) loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
- 2) any consequential loss
- 3) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

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

b) *War*

any loss damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) **Excess**

the amount shown in the **Schedule** as the **Excess** after application of any limits or restrictions contained in this Certificate or any **Endorsement** which may be applicable.

d) *Gradually Occurring Causes*

any loss or damage caused by wear and tear, gradual deterioration or any other form of gradually occurring cause, or any faulty design, specification, workmanship or materials.

e) *Date Change*

any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.

f) *Computer failure clause*

**We** will not pay for loss or damage to any equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction.

g) *Electronic Data Exclusion Clause*

**We** will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss
2. Any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from

• **Computer viruses**

- The erasure and corruption of electronic data, other than as a direct result of an event which also gives rise to a valid claim elsewhere under section two.

h) *Nuclear, Biological and Chemical Contamination Exclusion*

**We** will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. Any legal liability of whatsoever nature
3. Death or injury to any person

directly or indirectly caused by or contributed to by or arising from Nuclear, biological or chemical contamination due to or arising from

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

i) *Institute Radioactive Contamination Exclusion Clause*

a) This clause shall be paramount and shall override anything contained in this agreement inconsistent therewith:

In no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereon
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## Claims Conditions applicable to the whole of this insurance

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### *Your duties*

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In the event of a claim or possible claim under this insurance **you** must

1. notify your broker or Playle-Russell as soon as reasonably possible giving full details of what has happened.
2. provide written details of what has happened within 30 days and provide any other information that may be reasonably required.
3. (if a claim for liability is made against **you**) immediately forward to **Playle-Russell**, any letter, claim, writ, summons or other legal document **you** receive.
4. inform the Police as soon as possible following:
  - loss of valuable items
  - theft, attempted theft
  - malicious acts
  - violent disorder
  - riots or civil commotion
5. not admit liability, offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

*Please ensure **you** quote the Certificate Number in any communication to enable **your** claim to be processed quickly.*

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### How **we** deal with **your** claim

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#### 1. *Defence of claims*

**We** may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

#### 2. *Other insurance*

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (section two-H).

#### 3. *Fraudulent claims*

If any claim is in any respect fraudulent or if any fraudulent means (including inflation or exaggeration of the claim, or submission of forged or falsified documents), are used by **you** or anyone else acting on **your** behalf to obtain benefit from this insurance, all benefits under this insurance shall be forfeited.

*Please note - Underwriters and brokers maintain and share relevant information with each other to prevent fraudulent claims.*

This insurance covers the **buildings** for loss or damage directly caused by

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other aerial devices or items dropped from them.
3. Storm, flood or weight of snow.

**We** will not pay for loss or damage

a) caused by frost

b) to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, hedges and fences.

4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.

**We** will not pay for loss or damage to swimming pools.

5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.

6. Theft or attempted theft.

**We** will not pay for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows a violent and forcible entry or exit.

7. Collision by any vehicle or animal.

8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.

9. Subsidence or heave of the site upon which the **buildings** stand or landslip.

**We** will not pay for loss or damage

a) to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates, hedges and fences unless the private dwelling is also affected at the same time by the same event.

b) to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.

c) for which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.

d) caused by coastal erosion.

e) whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

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## Section One

## Buildings (continued)

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10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes, their fittings and masts.

**We** will not pay for actual loss or damage to such items under Section One. *For this cover refer to the Contents Section Two (if that Section is included).*

11. Falling trees, telegraph poles or lamp-posts

**We** will not pay for loss or damage :

- a) caused by trees being cut down or cut back within the **premises**.

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In addition this section of the insurance also covers

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A) *Glass, **Sanitary Ware**, Ceramic Hobs*

The cost of repairing accidental damage to

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

B) *Underground Services, Pipes & Cables*

The cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables
- telephone and electricity cables

for which **you** are legally responsible.

C) *Loss of Rental Income*

loss of rent due to **you** which **you** are unable to recover while the **buildings** cannot be lived in following loss or damage which is covered under this section.

**We** will not pay more than 20% of the sum insured for the **buildings** damaged or destroyed

D) *Alternative Accommodation*

costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under this section.

**We** will not pay any amount over 10% of the sum insured under this section.

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## Section One

## Buildings (continued)

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### E) *Architects & Professional Fees*

Expenses **you** have to pay and which **we** have agreed in writing for

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the building
- costs **you** have to pay in order to comply with any Government or local authority requirements

following loss or damage to the **buildings** which is covered under this section.

**We** will not pay

- i) any expenses for preparing a claim or an estimate of loss or damage
- ii) any costs if Government or local authority requirements have been served on **you** before the loss or damage.

### F) *New Buildings Purchased*

any **buildings** which will replace the **buildings** already **insured** by this section during the period between the date of exchange of contracts and completion of the purchase, up to a maximum of 30 days.

**We** will not pay

- i) more than 120% of the sum insured on **buildings** stated in the **schedule**
- i) if cover has been arranged elsewhere.

### G) *Garden Repair Costs*

repairs to **your** garden at the **home** shown in the **schedule** following **damage** caused by fire, lightning, explosion, theft or attempted theft, impact by vehicles and aircraft, riot, civil commotion, terrorist act, vandalism and malicious act.

**We** will not pay

- i) more than £250 for any one tree, plant or shrub
- ii) more than £2,500 in any one **period of insurance**
- iii) costs which relate to undamaged parts of the gardens
- iv) for any **damage** to paddocks and woods
- v) any fees incurred in the preparation of **your** claim
- v) for anything grown for commercial purposes.

### H) *Tracing Leaks*

the cost of removing and replacing any part of the **buildings** necessary to trace and repair a domestic water, sewage or heating installation which has caused an escape of water up to a maximum of £1,000 any one claim.

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## Section One

## Buildings (continued)

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I) *New Fixtures & Fittings*

new property awaiting installation and intended to form part of the fixtures and fittings of the **buildings** (such as **sanitary ware**, fireplaces, kitchen units) against loss or damage directly caused by any of the events described under numbers 1-11 of this section

**We will not pay**

- (a) for loss or damage outside of the **home**
- (b) for theft or attempted theft from outbuildings or garages
- (b) more than £5,000 in total in any one **period of insurance**.

J) *Temporary Removal of Fixtures*

permanent fixtures temporarily removed from the **buildings** against loss or damage directly caused by any of the events described under numbers 1-11 of this section

- a) during restoration or repair and or
- b) safekeeping whilst the **buildings** are undergoing restoration or repair.

**We will not pay**

- i) for loss or damage to property in the open caused by storm or flood
- ii) for theft or attempted theft from any unattended vehicle
- iii) for loss or damage to property removed from **your home** for more than thirty consecutive days
- iv) more than £5,000 in total in any one **period of insurance**.

*Accidental Damage*

If the schedule shows that Accidental Damage is included this section of the insurance also covers accidental damage to the Buildings.

**We** will not pay for

- a) loss or damage or any proportion of damage which we specifically exclude elsewhere under this section.
- b) the **buildings** moving, settling, shrinking, collapsing or cracking, or the effects of lateral restraint
- c) loss or damage while the **home** is being altered, repaired, maintained or extended.
- d) loss or damage while the **home** is lent, let or sublet.
- e) the cost of general maintenance.
- e) loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- g) loss or damage arising from faulty design, specification, workmanship or materials.
- h) loss or damage from mechanical or electrical faults or breakdown.
- i) loss or damage caused by dryness, dampness, extremes of temperature or exposure to light.
- j) loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates, hedges, fences and fuel tanks.
- k) any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

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## Section One

## Buildings (continued)

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Conditions that apply to section one (buildings) only

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### How **we** deal with **your** claim

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1. If **your** claim for loss or damage is covered under this section, **we** will pay the full cost of repair as long as:
  - (i) the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - (ii) the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
  - (iii) the damage has been repaired or loss has been reinstated.

**We** will deduct an amount for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. Unless **we** otherwise agree, **we** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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### **Your** sum insured

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3. **We** will not reduce the sum insured under this section after **we** have paid a claim as long as **you** carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

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### Limit of Insurance

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5. **We** will not pay more than the sum insured for each **premises** shown in the **schedule**.

This insurance covers the **contents** for loss or damage directly caused by

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other aerial devices or items dropped from them.
3. Storm, flood or weight of snow.

**We will not pay for property in the open.**

4. Escape of water from fixed water tanks, apparatus or pipes.
5. Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.
6. Theft or attempted theft.

**We will not pay**

- a) for loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry or exit.
- b) more than the amount specified in the **schedule**, for theft or attempted theft from locked detached domestic outbuildings and garages.

7. Collision by any vehicle or animal.
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
9. Subsidence or heave of the site upon which the **buildings** stand or landslip.

**We will not pay for loss or damage**

- a) following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.
- b) which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
- c) caused by coastal erosion.
- d) whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

10. Falling trees, telegraph poles or lamp-posts.

**We will not pay for loss or damage caused by trees being cut down or cut back within the premises.**

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## Section Two

## Contents (continued)

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In addition this section of the insurance also covers

*A) Electronic Equipment*

Accidental damage to

- televisions, satellite decoders
- audio and video equipment
- radios
- computers, video cassette recorders

all situated within the **home**.

**We** will not pay for

- i) loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling.
- ii) loss or damage to tapes, records, cassettes, discs or computer software.
- iii) mechanical or electrical faults or breakdown.

*B) Glass & Sanitary Ware*

Accidental breakage of

- fixed glass and double glazing
- **sanitary ware**

forming part of the **buildings** for which **you** are legally responsible as a tenant and do not have other insurance

- mirrors
- glass tops and fixed glass in furniture
- ceramic or glass hobs

not forming part of the **buildings**

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## Section Two

## Contents (continued)

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### C) *Temporary Removal*

The **contents** whilst they are temporarily away from the **home** against loss or damage directly caused by:

- (i) Any of the events described under numbers 1-10 of this section while the **contents** are in any:
  - occupied private dwelling
  - property where **you** are living for up to 30 days
  - property where **you** are or working
  - property for valuation, cleaning or repair
  - bank or safe deposit
- (ii) Fire and resultant smoke damage, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank or safe deposit.

**We** will not pay for:

- a) **contents** outside the **United Kingdom**.
- b) **money** or **credit cards**.
- c) loss or damage that is insured elsewhere.

### D) *Rent Payable*

up to twelve months rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage which is covered under this section

**We** will not pay any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed.

### E) *Alternative Accommodation*

costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under section two.

**We** will not pay any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed.

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## Section Two

## Contents (continued)

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### F) *Tenants Liability*

**your** legal responsibility as a tenant only for loss or damage to the **buildings** caused by any of the events described under numbers 1-10 of this section

**We** will not pay

- a) any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed.
- b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings.
- c) for loss or damage arising from subsidence, heave or landslip.
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
- e) for loss or damage while the **buildings** are not furnished enough to be normally lived in.

### G) *Underground Services, Pipes & Cables*

The cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables
- telephone and electricity cables

for which **you** are legally responsible as tenant only.

### H) *Fatal Injury*

fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by external and visible violence by thieves or by fire, provided that death ensues within twelve months of such injury. **We** will pay up to a maximum of £10,000 for each permanent member of the home over sixteen years of age.

### I) *Replacing Locks*

Costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **home** following theft or loss of **your** keys.

**We** will not pay more than £500 in total in any one **period of insurance**.

### J) *Metered Water Charges*

Increased metered water charges **you** have to pay following an escape of water which gives rise to a claim covered under this section

**We** will not pay more than £1,000 in any **period of insurance**.

*K) Frozen or Refrigerated Foods*

The cost of replacing **your** food in **your** refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.

**We** will not pay

- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- c) more than the amount specified in the **schedule**.

*Accidental Damage*

If the schedule shows that Accidental Damage is included this section of the insurance also covers accidental damage to the **contents** within the **home**.

**We** will not pay for

- a) damage or any proportion of damage which **we** specifically exclude elsewhere under this section
- b) damage to **contents** within garages and outbuildings.
- c) damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- d) damage caused by chewing, tearing, scratching or fouling by animals.
- e) more than £1000 in total for porcelain, china, glass and other brittle articles.
- f) **money, credit cards**, documents or stamps.
- g) damage while the **home** is lent, let or sub let.
- h) damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause.
- i) damage arising out of faulty design, specification, workmanship or materials.
- j) damage from mechanical or electrical faults or breakdown.
- k) damage caused by dryness, dampness, extremes of temperature and exposure to light.
- i) any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

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## Section Two

## Contents (continued)

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Conditions that apply to section two (contents) only

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### How **we** deal with **your** claim

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1. If **your** claim for loss or damage is covered under this section **we** will at **our** option repair, replace or pay for any article covered  
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as
  - the new article is as close as possible to but not an improvement on the original article when it was new; and
  - **you** have paid for and **we** have authorised the cost of replacement.The above basis of settlement will not apply to
  - clothes
  - pedal cycleswhere **we** will take off an amount for wear and tear and depreciation.
2. Unless **We** otherwise agree, **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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### **Your** sum insured

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3. If the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
4. **We** will not reduce the sum insured under this section after **we** have paid a claim as long as **you** carry out **our** recommendations to prevent further loss or damage.

---

### Limit of Insurance

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5. **We** will not pay any more than the sum insured for each **premises** shown in the **schedule**

---

## Section Three

## Accidents to Domestic Staff

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This section only applies if the **contents** are **insured** under section two

**We** will indemnify **you** for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**.

**We** will not indemnify **you** for **bodily injury** arising directly or indirectly

- from any vehicle in Canada or the United States of America
- from any vehicle used for racing, pacemaking or speed testing
- from any communicable disease or condition
- in Canada or the United States of America after the total period of **your** stay has exceeded 30 days during the **period of insurance**

---

### Limit of Insurance

---

**We** will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

---

## Section Four

## Legal Liability to the Public

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This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two.

There are 5 parts to this section:

Part A - covers your legal liability to members of the public as owner of the building.

Part B - covers your legal liability to members of the public as occupier of the building.

Part C - covers your legal liability to members of the public as a private individual.

Part D - protects you from liability arising under Defective Premises legislation.

Part E - allows you to recover awards made to you by a court but where the other party has not paid.

If the **schedule** shows that :

- only section one (Buildings) applies, **We** will only indemnify **you** as described under Part A and D below.
- only section two (Contents) applies, We will indemnify you as described under Parts B,C & E below
- both sections one (Buildings) and two (Contents) apply, **We** will indemnify **you** as described under Parts A,B,C,D & E below.

---

### *Part A – Owners Legal Liability*

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**We** will indemnify **you** as owner (but not occupier) for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

*(Exclusions on page 28)*

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### *Part B – Occupiers Legal Liability*

---

**We** will indemnify **you** as occupier (but not owner) for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

*(Exclusions on page 28)*

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## Section Four                      Legal Liability to the Public (continued)

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### *Part C – Personal Legal Liability*

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**We** will indemnify **you** as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**.

*(Exclusions on page 28)*

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### *Part D – Defective Premises*

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**We** will indemnify **you** for any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**.

**We** will not indemnify **you** for

- any liability if **you** are entitled to indemnity under any other insurance
- the cost of repairing any fault or alleged fault.

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### *Part E – Unrecovered Court Awards*

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**We** will pay for sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- **you** would have been entitled to cover under Part C of this section if the award had been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

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## Section Four      Legal Liability to the Public (continued)

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### Exclusions to Parts A, B and C

**We** will not indemnify **you** for any liability

- a) for **bodily injury** to
  - **you**
  - any other permanent member of the **home**
  - any person who at the time of sustaining such injury is engaged in **your** service
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition.
- c) for damage to property owned by or in the charge or control of
  - **you**
  - any other permanent member of the **home**
  - any person engaged in **your** service.
- d) arising in Canada or the United States of America after the period of **your** stay in either or both countries has exceeded 30 days in total during the **period of insurance**.
- e) arising directly or indirectly out of any profession, occupation, business or employment.
- f) which **you** have assumed under contract and which would not otherwise have attached.
- g) arising out of **your** ownership, possession or use of:
  - i) any motorised or horsedrawn vehicle other than gardening equipment
  - ii) any power-operated lift
  - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
- h) in respect of any kind of pollution and/or contamination.
- i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- j) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

---

### Limit of Insurance

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In respect of all liability covered under this section four **we** will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

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## Section Five                      Valuables and personal belongings

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This insurance covers **valuables** and **personal belongings** listed in the **schedule** (or specification(s) attached) against physical loss or damage within the geographical limits shown in the **schedule**.

**We** will not pay for

- a) damage caused by moth, vermin, wear and tear or any gradually operating cause.
- b) damage from electrical or mechanical faults or breakdown.
- c) any amount in excess of £1,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**.
- d) damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- e) damage to guns caused by rusting or bursting of barrels.
- f) breakage of any sports equipment whilst in use.
- g) theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
- h) mobile telephones, computer equipment and video cameras unless otherwise stated in the **schedule** or the specification(s) attached to the **schedule**.
- i) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.
- j) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.
- k) loss or damage to any item of jewellery valued in excess of £3,000 unless it has been inspected by a competent jeweller within the two years prior to the loss or damage and any defects in clasps, mountings and settings immediately rectified.

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## Section Five Valuables and personal belongings (continued)

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Conditions that apply to section five (valuables and personal belongings) only

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### How **we** deal with **your** claim

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1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item consists of articles forming a pair or set with an insured value of £1,000 or over:
  - **we** will not pay the cost of replacing any undamaged article forming part of such pair or set.
  - **we** will not pay more than a proportion of the insured value of such pair or set.unless otherwise stated in the **schedule**.

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal belongings** are lost or damaged away from the **home we** will not take account of the value of **personal belongings** in the **home** at the time of such loss or damage.

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### Limit of Insurance

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4. **We** will not pay more than the sum(s) insured shown in the **schedule**.

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## Section Six

## Pedal Cycle cover

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*The following cover applies only if the schedule shows that it is included.*

Section two (Contents) extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- accidental damage

anywhere in the **United Kingdom**

**We** will not pay

- a) to replace a stolen cycle unless
  - (i) it was locked to an immovable object, or
  - (ii) kept in a locked building at the time of the theft
- b) for loss or damage to:
  - tyres,
  - lamps,
  - accessories,unless the cycle is stolen or damaged at the same time
- c) for damage from mechanical or electrical faults or breakdown.
- d) for loss or damage while the cycle is
  - used for racing or pacemaking
  - is let out on hire
  - is used other than for private purposes.
- e) more than £650 for any one pedal cycle.

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## Section Seven

## Money and credit card cover

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*The following cover applies only if the schedule shows that it is included*

Section five (Valuables and personal belongings) extends to cover the following

- Theft or accidental loss of **money**
- Any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your** credit card(s)

within the geographical limits shown in the **schedule**.

It is **your** duty to ensure that

- Within 24 hours of discovering any such loss or theft, **you** have notified the police and, in the case of credit card(s), the card issuing company; and
- **you** have complied with all other conditions under which **your** credit card(s) were issued to **you**

If **you** fail to comply with the above duties this insurance may become invalid.

**We** will not pay

- a) to make up any shortages due to error or omission.
- b) for loss of value.
- c) more than the sum(s) insured shown in the **schedule**.

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## Endorsements

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NOTE: Endorsements only apply if they are mentioned in the **schedule** accompanying this document.

### 4. Alarm

This insurance does not cover theft when **you** have left the **premises** without an authorised occupant unless:

- at all such times the intruder alarm has been put into full and effective operation, and
- the intruder alarm is kept in good working order throughout the period of insurance under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

### 5. Safe

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn. This exclusion shall not apply to an amount of up to £1,500 in total.

### 6. Jewellery Limitation Clause

This insurance does not cover theft or disappearance of jewellery unless such jewellery is

- being worn, or
- deposited in a bank or locked safe or hotel/motel safe, or
- carried by hand and under **your** personal supervision

### 7. Business Use Extension

Section Four, A, extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes disclosed to **us**. However, we will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

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## Section Eight

## Legal Expenses

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This section of the policy is underwritten by DAS Legal Expenses Insurance Company Limited. Please read the following terms, exceptions and conditions which apply solely to this section of the policy.

1. This section of the policy covers the **insured person**. **We** agree to provide the insurance in this section of the policy as long as:
  - (a) the premium has been paid; and
  - (b) the **date of occurrence** of the **insured incident** is during the **period of insurance** and within the **territorial limit**; and
  - (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 it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
  
1. For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they 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.
  
2. If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.
  
3. The most **we** will pay for all claims resulting from one or more event arising at the same time, or from the same cause, is £50,000.

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### TO MAKE A CLAIM

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In the event of a claim you should first contact Playle-Russell (Special Risks) Ltd., or us on 0117 934 2000. A claim form will then be despatched to you.

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

We normally deal with claims through our Legal Claims Centre but sometimes we use appointed solicitors. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

#### **When we cannot help;**

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

**DEFINITION OF TERMS**

<b>We / Us / Our</b>	DAS Legal Expenses Insurance Company Limited.
<b>You / Your</b>	The person who has taken out the policy.
<b>Insured person</b>	<b>You</b> , and any member of <b>your</b> family who always lives with <b>you</b> . Anyone claiming under this section of the policy must have <b>your</b> agreement to claim.
<b>Appointed representative</b>	The lawyer, accountant or other suitably qualified person who has been appointed to act for an <b>insured person</b> in accordance with the terms of the policy.
<b>Costs and expenses</b>	<p>(a) <b>Legal costs</b> All reasonable and necessary costs chargeable by the <b>appointed representative</b> on a standard basis. Also the costs incurred by opponents in civil cases if an <b>insured person</b> has been ordered to pay them, or pays them with <b>our</b> agreement.</p> <p>(b) <b>Accountant's costs</b> A reasonable amount in respect of all costs reasonably incurred by the <b>appointed representative</b>.</p>
<b>Date of occurrence</b>	<p>(a) For civil cases except under <b>insured incident 5, Tax Protection</b>) the <b>date of occurrence</b> 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 <b>date of occurrence</b> is the date of the first of these events.</p> <p>(b) For criminal cases the <b>date of occurrence</b> is when the <b>insured person</b> began or is alleged to have begun to break the criminal law in question.</p> <p>(c) For <b>full enquiries</b> the <b>date of occurrence</b> is when the Inland Revenue first notifies in writing the intention to make enquiries.</p>
<b>Full enquiry</b>	An extensive examination by the Inland Revenue which considers all aspects of the <b>insured person's</b> tax affairs, but not enquiries which are limited to one or more specific aspects of the <b>insured person's</b> self-assessment tax return.
<b>Period of insurance</b>	The period for which <b>we</b> have agreed to cover the <b>insured person</b> .

**DEFINITION OF TERMS cont.**

**Territorial limit**

**For insured incidents 2, CONTRACT DISPUTES AND 3, BODILY INJURY;**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

**For all other insured incidents;**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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INSURED INCIDENTS WE WILL COVER

1. **EMPLOYMENT DISPUTES**

**We** will negotiate for the **insured person's** legal rights in a dispute arising from a contract of employment entered into by the **insured person** for their work as an employee which results in an application to an Industrial Tribunal.

2. **CONTRACT DISPUTES**

**We** will negotiate for the **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which the **insured person** has entered into for:

- (a) the buying or hiring in of any goods or services; or
- (b) the selling of any goods.

PROVIDED THAT

- (1) *The **insured person** has entered into the agreement or alleged agreement during the **period of insurance**.*
- (2) *The amount in dispute is more than £100.*

WHAT IS NOT COVERED

Any claim relating to the following:

- (1) A contract regarding an **insured person's** profession, business or employment.
- (2) A lease of less than eight years, 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) Construction work on any land, or designing, converting or extending any building.
- (4) A contract involving a motor vehicle.
- (5) The settlement payable under an insurance policy.

1. **BODILY INJURY**

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

WHAT IS NOT COVERED

Any claim relating to the following:

- (1) Any illness or bodily injury which happens gradually or is not caused by a specific sudden accident.
- (2) Defending an **insured person's** legal rights, but defending a counter-claim is covered.
- (3) When the **insured person** is driving a motor vehicle.

### 4. PROPERTY PROTECTION

**We** 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) an 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 any claim.

#### WHAT IS NOT COVERED

1. Any claim relating to the following:
  - (1) A contract entered into by an **insured person**.
  - (2) Any building or land other than **your** principal home.
  - (3) Someone legally taking **your** principal home from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** principal home by any government or public or local authority unless the claim is for accidental physical damage.
  - (4) Work done by any government or public or local authority unless the claim is for accidental physical damage.
  - (5) A motor vehicle owned or used by, or hired or leased to an **insured person**.
  - (6) Mining subsidence.
2. Defending any claim under **insured incident 4 (1)**, but defending a counter-claim is covered.

### 5. TAX PROTECTION

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

### 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.

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

- (a) The time the **insured person** is 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 the **insured person** works full time the salary or wages for each whole day equals 1/250<sup>th</sup> of the **insured person's** 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

**We will defend the insured person's legal rights if an event arising from the insured person's work as an employee leads 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 22 or 23 of the Data Protection Act 1984.

**WHAT IS NOT COVERED**

Any claim relating to a motor vehicle.

**WHAT IS NOT COVERED BY THIS POLICY**

- 1 Any claim reported to **us** more than 180 days after the **insured person** should have known about the **insured incident**.
- 2 Any incident or matter arising before the start of this section of the policy.
- 3 Any **costs and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 Any **insured incident** intentionally brought about by an **insured person**.
- 6 Any claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
- 7 Any claim relating to written or verbal remarks which damage an **insured person's** reputation.
- 8 A dispute with **us** not otherwise dealt with under Condition 7.
- 9 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.
- 10 An application for Judicial Review.
- 11 Any legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
- 12 Any claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
  - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

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## CONDITIONS WHICH APPLY UNDER SECTION EIGHT

- 1 An **insured person** must:
  - (a) keep to the terms and conditions of this section of the policy;
  - (b) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything **we** ask for in writing.
  - (e) Give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
  
- 2 or
  - (a) **We** can take over and conduct in the name of an **insured person** any claim legal proceedings at any time.  
**We** can negotiate any claim on behalf of an **insured person**.
  - (b) If **we** 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** by sending **us** the suitably qualified person's name and address. **We** may choose not 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, **we** can appoint an **appointed representative**.
  - (d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **appointed representative**.
  - (f) An **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up to date with the progress of the claim.
  - (g) An **insured person** must give the **appointed representative** any instructions that **we** require.
  
- 3
  - (a) An **insured person** must tell **us** 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 is being claimed against them instead of starting or continuing legal proceedings.
  
- 4
  - (a) An **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
  - (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 an **appointed representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
  
- 6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed 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 **we** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person.
- 8 **We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from a barrister chosen by **you** and **us**, 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 **We** can cancel this section of the policy at any time as long as **we** tell **you** at least 21 days beforehand.  
**You** can cancel this section of the policy at any time as long as **you** tell **us** at least 21 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.
- 11 This section of the policy will be governed by English law.
- 12 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.

### **Business Use Extension**

Section Four, A, extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes disclosed to **us**. However, we will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment