

# GROUPAMA HOME

 Policy



Insurances

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# WELCOME TO GROUPAMA HOME

## A Home and Contents Insurance Policy from Groupama Insurances

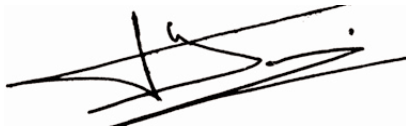
This policy is a contract solely between the Company and You.

The contract is based on the proposal, or any statement of facts or statement of insurance we prepare using the information you have provided.

The schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Pages 7 and 8 of this policy booklet.

We will insure You against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

The cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when We state otherwise in the policy.



François-Xavier Boisseau  
Chief Executive Officer

### **IMPORTANT NOTE**

**PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS YOUR REQUIREMENTS.  
IF YOU HAVE ANY QUERY PLEASE CONTACT YOUR AGENT WHOSE DETAILS ARE SHOWN IN THE SCHEDULE.**

**PLEASE KEEP THIS POLICY IN A SAFE PLACE YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.**

6th Floor One America Square 17 Crosswall London EC3N 2LB.

# MAKING A CLAIM

Please refer to the Policy Conditions for reporting claims in particular Condition 10

1. Check that the claim is covered by Your policy.  
Each section of the policy tells You what is covered and what is not covered.  
The Basis of Claims Settlement sections of this policy will tell You how the claim will be settled, provided that the policy conditions are fulfilled.

2. Contact Your agent for a claims report form or telephone:  
Groupama Household Claims Department on 0870 2403093.

NOTE: Please have Your policy number available. If damage is serious in nature, immediate telephone contact is essential as We may need to arrange inspection of Your property by a member of Our claims staff or an independent loss adjuster who specialises in dealing with insurance claims. We will pay his fee.

3. We may be able to settle Your claim from the information provided in Your claim form but We may require further information, or ask You to furnish documentation in support of Your claim.

4. It is at Our option whether We replace as new, reinstate, repair or pay a cash alternative.  
If You would prefer a cash alternative, We may restrict this to an amount equal to the discounted replacement price We would normally pay.  
This helps Us in controlling claims costs and ultimately premiums charged.

TO REPORT A CLAIM  
CALL  
THE GROUPAMA INSURANCES  
CLAIMS CENTRE  
ON  
**0870 240 3093**

(Calls to Groupama 0870 numbers will cost no more than calls to 01 or 02 UK-wide numbers, and are usually included in inclusive landline minutes packages. Calls from mobile networks may cost more.)

# OUR CUSTOMER-CARE POLICY

## Step 1

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

### For complaints about claims, contact the Claims Centre Manager at:

Groupama Insurances  
Personal Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY.  
Phone: **0870 240 1895**  
Fax: **023 9220 5495**  
E-mail: **claims.care@groupama.co.uk**

### For complaints about policy administration and documents, contact the Operations Manager at:

Groupama Insurances  
Groupama House  
60 Spring Gardens  
Manchester  
M60 1HU.  
Phone: **0161 834 9888**  
Fax: **0844 748 0206**  
E-mail: **underwritingcustomerservice@groupama.co.uk**

## Step 2

### If you are not happy with our response to your complaint, please write to our Chief Executive at:

Groupama Insurances  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.  
Phone: **0870 850 8510**  
Fax: **020 7264 2860**

# OUR CUSTOMER-CARE POLICY

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we respond to your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

## Step 3

### Financial Ombudsman Service

You may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

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

Phone: **0845 080 1800**

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

### Financial Services Authority

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate. Or you can phone them on **0845 606 1234**.

### Financial Services Compensation Scheme

We, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **020 7892 7300**.

# PROPERTY & LEGAL HELPLINES

## Property Helpline: 0117 934 0190

If you have a domestic Emergency in Your Home, such as burst pipe, blocked drain, broken window or building damage, contact the helpline number above and DAS will arrange help or repairs.

DAS will not accept responsibility if the helpline service is unavailable for reasons they can not control.

If You require help telephone the 24 hour number shown above and provide Your name and policy number which is shown in Your schedule and they will aim to:

- (a) advise You of immediate action that can be taken to protect You and Your Home;
- (b) arrange for an emergency services contractor to carry out immediate repairs;
- (c) indicate to You the approximate call-out and hourly labour charges which will be required by the contractor. You will be responsible for these charges but the charges may be recoverable if the loss or damage is covered under this policy.

Helpline services are provided by DAS Assistance Limited. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve their service standards, DAS record all calls.

Neither We nor DAS are responsible for any liability arising directly or indirectly in respect of repairs, parts, advice or service provided by DAS, their agent or any person acting on their or Our behalf.

## Definitions

### EMERGENCY

A sudden unforeseen circumstance which requires immediate corrective action to:

1. prevent damage or further damage to Your Home;
2. alleviate unreasonable discomfort, risk or difficulties for You or Your Family;
3. to make your Home safe or secure.

## Legal Helpline: 0117 934 0190

DAS will give You and Your family 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.

You should telephone the number above quoting Your name and policy number, which is shown in Your schedule.

## Major Emergency

Emergencies which may result in serious damage or danger to life or limb should be reported immediately to the Public Supply Authority, or in the case of difficulty the Public Emergency Services. Suspected gas leaks should always be reported to the Local Gas Authority.

# DEFINITIONS

## THE COMPANY / WE / US / OUR

Groupama Insurance Company Limited

## INSURED / YOU / YOUR

The person or persons named as policyholder(s) in the schedule.

## FAMILY

You, Your domestic partner and other relations who permanently reside with You.

## HOME

The house, bungalow or self contained flat/maisonette together with its garages and domestic outbuildings at the address shown in the schedule, used for private residential purposes.

## BEDROOM

A room used as or originally designed and built to be a Bedroom even if now used for another purpose.

## BUILDINGS

The Home being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic outbuildings, permanent swimming pools, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the Home.

## PERSONAL EFFECTS

Personal property which is designed to be worn or carried on or about the person.

## EXCESS

The amount of each claim You have to pay. If You make a claim under more than one section for loss or damage which happens at the same time and by the same cause We will deduct only one Excess.

## CONTENTS

### WHAT IS INSURED

1. Household goods, Valuables and belongings, including Money up to £750 and Credit Cards up to £1,000 owned by, or the legal responsibility of You or a member of Your Family when in Your Home.
2. Tenant's fixtures and fittings.
3. Visitors' Personal Effects up to £2,500 when in Your Home unless otherwise insured.
4. Office equipment and office furniture used by You or Your Family for business or professional purposes up to £5,000 when in Your Home, unless otherwise insured, owned by, or the legal responsibility of You or a member of Your Family.

### WHAT IS NOT INSURED

- Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Swimming pool covers.
- Pets and livestock.
- Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the Home.
- Property more specifically insured.
- Bonds, bills of exchange, promissory notes and securities for Money.
- Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in Your Home).
- Plants, trees or any growing matter.
- Contact or corneal lenses.

# DEFINITIONS

## VALUABLES

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of You or Your Family.

## MONEY

Personal Money held for private purposes by You or Your Family including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

## CREDIT CARDS

Credit, cheque, debit, charge or cash cards.

## PEDAL CYCLE

Non-mechanically propelled Pedal Cycle.

## UNFURNISHED

Without sufficient furniture and furnishings for normal living purposes.

## UNOCCUPIED

Furnished but has not been permanently lived in by You or Your Family, or any other person with Your permission, for more than 60 consecutive days. Regular visits to the Home or occasional overnight stays does not represent permanently lived in.

## TERRORISM

For the purpose of the General Policy Exclusion (page 38) an act of Terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## COST OF REBUILDING

The full cost of reconstruction of the Buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.

## WATER TABLE

The Water Table is the area of ground below Your property at which the soil is permanently saturated with water. The level of the Water Table alters with the climate and seasons.

## INDEX LINKING - BUILDINGS

The sum insured on Buildings will be adjusted monthly by the percentage movement in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

## INDEX LINKING - CONTENTS AND EXTRA PROTECTION

The sum insured on Contents and Extra Protection will be adjusted monthly by the percentage movement in the Durable Household Goods Section of the General Index of Retail Prices, or an alternative index. No charge will be made for the changes in the sums insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sums insured.

# SECTION 1: BUILDINGS

See definitions Page 7 and Page 8

## WHAT IS INSURED

**Loss of or damage to the Buildings by the following causes:**

- 
1. Fire, smoke, explosion, lightning, earthquake

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  2. Storm or flood

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  3. Subsidence or heave of the site beneath the Buildings, or landslide

## WHAT IS NOT INSURED

- The Excess shown in the schedule.
  - Wet or dry rot.
  - Loss or damage due to any gradually operating cause.
- 
- Loss or damage caused:
    - (a) by frost, subsidence, heave or landslide;
    - (b) to fences and gates.
  - Loss or damage to basement rooms as a result of a rise in the Water Table.
- 
- Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the Home is damaged at the same time and by the same cause.
  - Damage caused by:
    - (a) the normal settlement or bedding down of new structures;
    - (b) the settlement or movement of made-up ground;
    - (c) coastal or river erosion; or
    - (d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.
  - Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the Home are damaged at the same time by the same cause.
  - Damage which originated prior to inception of this policy.
  - Damage resulting from:
    - (i) demolition, construction, structural alteration or repair to the Buildings; or
    - (ii) groundworks or excavation.
  - Any loss or damage where compensation is provided by contract or legislation.
  - The Excess shown in the schedule.

# SECTION 1: BUILDINGS

See definitions Page 7 and Page 8

## WHAT IS INSURED

4. Riot, civil commotion, strikes, labour disturbances

5. Malicious acts

6. Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance

7. Impact with the Buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals

8. Theft or attempted theft

9. Leakage of oil from any fixed heating installation

10. Falling trees or branches

11. Falling television or radio aerials, aerial fittings, satellite dishes or masts

## WHAT IS NOT INSURED

- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Loss or damage caused by You, Your Family, paying guests or tenants.

- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Repairs to tanks, pipes or appliances unless caused by freezing.
- Loss or damage caused by subsidence or heave of the site beneath the Buildings, or landslip (refer to cause 3 for details of the cover provided by this policy).
- Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.
- Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.

- Loss or damage caused by domestic pets.

- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than You or Your Family, except where there is forcible and violent entry or exit.
- Loss or damage caused by You, Your Family, paying guests or tenants.

- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.

- Loss or damage to gates or fences.
- The cost of the removal of the tree or branch unless damage has been caused to the Buildings by its fall.
- Damage caused by felling, lopping, or topping of trees.

- Loss or damage to the aerials, aerial fittings, satellite dishes or masts.

# SECTION 1: BUILDINGS

## Extensions to Section 1: Buildings

### WHAT IS INSURED

#### A. Fees and other Expenses

We will pay the reasonable costs necessarily incurred by You with Our written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:

- a) architects, surveyors, legal and other fees;
- b) the cost of clearing the site and making the Buildings safe; and
- c) the additional Cost of Rebuilding or repair of the damaged part of the Buildings solely to comply with any government or local authority requirements, unless You were given notice of the requirement before the loss or damage occurred.

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#### B. Rent and Alternative Accommodation

If the Home is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy We will pay:

- a) up to two year's rent that You are responsible for paying or would have received until the Home is again fit to live in.
- b) the reasonable extra accommodation costs, incurred with Our written consent, for
  - i) You, Your Family; and
  - ii) Your domestic pets;until the Home is again fit to live in.

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#### C. Glass or Sanitaryware

We will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the Buildings, and ceramic hobs fixed to and forming part of the Home.

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#### D. Underground Pipes and Cables

We will pay:

- a) the cost of repair following accidental damage by external means to cables, underground pipes or underground tanks all servicing the Home and for which You are legally responsible; and
- b) up to £1,000 for breaking into and repairing an underground pipe for which You are legally responsible and which services the Home where it is essential to clear a blockage.

### WHAT IS NOT INSURED

- Fees for preparing any claim.
  - Costs for complying with requirements You were notified of before the loss or damage.
- 
- The Excess shown in the schedule.
  - Damage caused after the Buildings have been left Unoccupied or Unfurnished.
  - Damage to ceramic hobs in movable cookers.
  - Damage to secondary double glazing whilst removed for any reason.
  - Malicious damage caused by You, Your Family, paying guests or tenants.
- 
- The Excess shown in the schedule.
  - Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.
  - Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

# SECTION 1: BUILDINGS

## Extensions to Section 1: Buildings continued

### WHAT IS INSURED

#### E. Your Liability to the Public

We will pay for damages and claimants' costs and expenses which You become legally liable to pay for accidental:

- a) death of any person;
- b) bodily injury to any person;
- c) illness or disease of any person; or
- d) damage to material property;

up to £2,000,000 in connection with:

- any one claim; or
- series of claims;

made against You arising out of any one event occurring during the period of insurance and incurred:

- (i) solely as owner (not as occupier) of the Home or the land belonging to the Home; or
- (ii) in connection with any previous private residence which You owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that You had disposed of all legal title and interest at the time of such occurrence;

We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You.

We reserve the right to withdraw our support in the defence of any claim if We decide the prospect of success of any judgement or potential judgement are insufficient to justify Our continuing support.

If You cancel, or do not renew, section 1 of Your policy following the sale or disposal of Your Home the cover provided by paragraph (ii) for that Home will continue for seven years after this section expires.

#### F. Purchasers Interest

If You have contracted to sell the Buildings and the purchaser has not insured the property before completion, the purchaser will have the contractual right to the benefit of section 1 of this policy between exchange of contracts and completion of the sale provided the purchaser completes the purchase.

### WHAT IS NOT INSURED

- Liability arising directly or indirectly from:
  - (a) any profession, business or employment;
  - (b) the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);
  - (c) any agreement unless You would have been liable had the agreement not been made;
  - (d) death, injury, illness or disease of any member of Your Family or a domestic employee;
  - (e) loss or damage to property owned, occupied or in the custody or control of You, Your Family or any domestic employee; or
  - (f) the charging of any electric vehicle that is not situated within the boundary of the Home.
- Liability if you have any other insurance policy that covers the same loss.
- Liability:
  - (i) arising more than seven years after the expiry or cancellation of section 1 of this policy; or
  - (ii) if You are insured under a more recently effected or current policy.

# SECTION 1: BUILDINGS

## Extensions to Section 1: Buildings continued

### WHAT IS INSURED

#### G. Trace and Access

We will pay up to £5,000 for the reasonable costs incurred with Our consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.

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#### H. Emergency Access

We will provide cover for damage to the Home and garden caused by forced access by the fire, police or ambulance services as a result of an emergency.

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#### I. Door Locks

We will pay up to £1,000 in respect of replacement locks for external doors to the Buildings if Your keys are stolen or lost.

### WHAT IS NOT INSURED

- Loss or damage to the heating or water system.

- The Excess shown in the schedule.
- Thefts not reported to the police.

### Optional extension to Section 1

This cover does not apply unless the schedule states that accidental damage is included.

### WHAT IS INSURED

#### Accidental damage to the Buildings.

### WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Damage whilst the Buildings or any part of them are lent, let, or sub-let, or are left Unoccupied or Unfurnished.
- Damage caused by:
  - (i) faulty workmanship, defective design or the use of defective materials;
  - (ii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin;
  - (iii) domestic pets;
  - (iv) movement, settlement or shrinkage in any part of the Buildings;
  - (v) movement of the land belonging to the Buildings; or
  - (vi) demolition or structural alteration or repair.
- Any destruction or damage otherwise shown as not insured under section 1 of this policy.
- Market depreciation, the cost of maintenance and redecoration.
- The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

# SECTION 1: BUILDINGS

## Basis of Claims Settlement

- (a) We will pay up to the sum insured for Buildings shown in the schedule (plus any Index Linking adjustment applicable) for the Cost of Rebuilding, repairing or replacing the damaged parts of the Buildings, inclusive of any amount which may become payable under extension A of section 1 of this policy.
- (b) If the Buildings are not rebuilt or repaired We will pay at Our option the difference between the market value of the Buildings prior to the loss or damage and the market value of the Buildings following the loss or damage.
- (c) If the Buildings have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (d) If at the time of any loss the sum insured is less than the Cost of Rebuilding, Your claim will be reduced in direct proportion to the degree of underinsurance. For example, if the sum insured under section 1: Buildings only covers half the cost of rebuilding the Buildings, We will only pay half the cost of the repair or replacement.
- (e) We will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- (f) Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

## Automatic Reinstatement

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

# SECTION 2: CONTENTS

See definitions Page 7 and Page 8

## WHAT IS INSURED

**Loss of or damage to the Contents by the following causes:**

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1. Fire, smoke, explosion, lightning, earthquake

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2. Storm or flood

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3. Subsidence or heave of the site beneath the Buildings, or landslide

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4. Riot, civil commotion, strikes, labour disturbances

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5. Malicious acts

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6. Escape of water from a fixed water or heating installation, or plumbed in domestic appliance

## WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Loss or damage due to any gradually operating cause.

- 
- Contents in the open at the time of any loss or damage.
  - Loss or damage to Contents in basement rooms as a result of a rise in the Water Table.
- 

- Loss or damage caused by:
    - (a) the normal settlement or bedding down of new structures;
    - (b) the settlement or movement of made-up ground;
    - (c) coastal or river erosion; or
    - (d) defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.
  - Damage resulting from:
    - (i) demolition, construction, structural alteration or repair to the Buildings; or
    - (ii) groundworks or excavation.
- 

- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
  - Loss or damage caused by You, Your Family, paying guests or tenants.
- 

- Damage to the installation or appliance from which the water escapes.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Loss or damage caused by subsidence or heave of the site beneath the Buildings, or landslide (refer to cause 3 for details of the cover provided by this policy).
- Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.
- Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.

# SECTION 2: CONTENTS

See definitions Page 7 and Page 8

## WHAT IS INSURED

7. Impact with the Buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals

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8. Theft or attempted theft

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9. Leakage of oil from any fixed heating installation

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10. Falling trees or branches

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11. Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts

## WHAT IS NOT INSURED

- Loss or damage caused by domestic pets.

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- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Loss or damage caused by You, Your Family, paying guests or tenants.
- Loss or damage whilst the Buildings or any part of them are lent, let, sub-lent or occupied by anyone other than You or Your Family except when force and violence are used to gain entry or exit.

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- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Damage to the appliance from which the oil escapes.

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- Loss or damage arising from felling, lopping or topping of trees.

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- Loss or damage arising from erection, dismantling, repair or maintenance.

# SECTION 2: CONTENTS

## Extensions to Section 2: Contents

### WHAT IS INSURED

#### A. Temporary Removal of Contents

We will pay for Contents lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the Home but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:

- a) up to £5,000 in respect of Contents whilst in university halls of residence or in student accommodation or otherwise; or
- b) up to 20% of the sum insured for Contents shown in the schedule.

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#### B. Rent and Alternative Accommodation

If the Home cannot be lived in as a result of loss or damage to the Contents insured under section 2 of this policy We will pay:

- a) up to 12 months rent that You are responsible for paying as occupier until the Home is again fit to live in; or
- b) the reasonable extra accommodation costs, incurred with Our written consent for
  - You, Your Family; and
  - Your domestic pets;

until the Home is again fit to live in.

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#### C. Deep Freezer Contents

We will pay for food in a domestic deep freezer in the Home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

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#### D. Mirrors and Glass

We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.

### WHAT IS NOT INSURED

- The Excess shown in the schedule (or £100 in respect of Contents whilst in university halls of residence or in student accommodation if greater).
- Loss or damage in a furniture depository.
- Loss or damage caused by storm or flood to property not in a building.
- Loss or damage by theft unless force and violence is used to gain entry to or exit from:
  - a) a building; or
  - b) in the case of halls of residence or student accommodation, a locked room.

- 
- The Excess shown in the schedule.
  - Loss due to the deliberate act of the supply authority.
  - Loss if the freezer is more than 10 years old at the date of loss.

- 
- The Excess shown in the schedule.
  - Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
  - Malicious damage caused by You, Your Family, paying guests or tenants.
  - Damage to ceramic hobs fixed to and forming part of the Home.

# SECTION 2: CONTENTS

## Extensions to Section 2: Contents continued

### WHAT IS INSURED

#### E. Audio and Audio Visual Equipment

Accidental damage to:

- a) televisions;
- b) audio and visual equipment; and
- c) home computer and games console equipment;

which are owned by You or Your Family, or for which You are legally responsible.

.

### WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.
- Damage to records, tapes, discs or computer software.
- Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.
- Damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Wear and tear and depreciation.
- Malicious damage caused by You, Your Family, paying guests or tenants.

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#### F. Tenants Liability

(applicable if the Buildings are rented)

Any amount which You become legally liable to pay as a tenant, and not as an owner of the Buildings up to 20% of the sum insured for Contents shown in the schedule in respect of:

- a) Damage to the Buildings by any of the causes 1-11 of section 1 of this policy.
- b) Accidental breakage and damage as described in extensions C and D of section 1 of this policy.

- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Loss or damage caused by You, Your Family, paying guests or tenants.

---

#### G. Contents in the Garden

We will pay up to £1,000 for loss or damage by causes 1-11 of section 2 for Contents in the open within the boundaries of Your Home. This includes cover for flowers, plants, shrubs or trees in pots or containers.

- The Excess shown in the schedule.
- Flowers, plants, shrubs, trees and any growing matter not in pots or containers.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Loss or damage caused by storm or flood.

---

#### H. Door Locks

We will pay up to £1,000 in respect of replacement locks for external doors to the Buildings if Your keys are stolen or lost.

- The Excess shown in the schedule.
- Thefts not reported to the police.

# SECTION 2: CONTENTS

## Extensions to Section 2: Contents continued

### WHAT IS INSURED

#### I. Loss of Oil and Metered Water

We will pay up to £1,500 for:

- the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation; and
- additional metered water charges incurred by You and resulting from any of the causes 1-11 of section 2 of this policy.

#### J. Reinstatement of Title Deeds

We will pay up to £2,500 in respect of the replacement of title deeds to Your Home if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in Your Home or lodged with Your solicitor, bank or building society.

#### K. Public and Personal Liability

We will pay for damages and claimants' costs and expenses which You or any member of Your Family become legally liable to pay for accidental:

- death of any person;
- bodily injury to any person;
- illness or disease of any person; or
- damage to material property;

up to £2,000,000 in connection with:

- any one claim; or
- series of claims;

made against You or a member of Your Family arising out of any one event, occurring during the period of insurance and incurred:

- solely as occupiers, (but not owners) of the Home or the land belonging to the Home; or
- in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.

We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family.

We reserve the right to withdraw our support in the defence of any claim if We decide the prospect of success of any judgement or potential judgement are insufficient to justify Our continuing support.

### WHAT IS NOT INSURED

- The Excess shown in the schedule.
  - Loss otherwise shown as not insured under section 2 of this policy.
  - Loss if the Buildings have been left Unoccupied or Unfurnished.
  - Accidental loss of metered water costs recovered from the responsible water authority.
- 
- The Excess shown in the schedule.
  - Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.
- 
- Death, bodily injury, illness or disease to any member of Your Family or domestic employee.
  - Loss or damage to property owned by, or in the custody or control of, You or any member of Your Family or any person permanently residing with You.
  - Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family.
  - Liability arising directly or indirectly as a result of a criminal act by You or any member of Your Family.
  - Any agreement unless You would have been liable had the agreement not been made.
  - The ownership, use or possession of any:
    - lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft);
    - mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs);
    - animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or
    - firearms, other than properly licensed shotguns.
  - Any profession, business or employment.
  - Any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside the United Kingdom.
  - Liability if you have any other insurance policy that covers the same loss.
  - Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the Home.

# SECTION 2: CONTENTS

## Extensions to Section 2: Contents continued

### WHAT IS INSURED

#### L. Reverse Liability

We will pay all sums which You have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:

- a) if the position of You and the responsible party had been reversed, You would have been entitled to indemnity under extension K, subject to the limit of indemnity under extension K;
- b) the liability giving rise to the court award occurs during the period of insurance; and
- c) You agree to allow Us to enforce any rights or remedies which We will become entitled to upon making payment.

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#### M. Accidents to Domestic Employees

We will pay for damages and claimants' costs and expenses which You or a member of Your Family become legally liable to pay as compensation for accidental:

- a) death of;
  - b) bodily injury to; or
  - c) illness or disease of;
- any domestic employee in connection with:

- a) any one claim; or
  - b) series of claims;
- made against You or Your Family arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family.

The most We will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any legal costs and expenses.

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#### N. Fatal Accident

We will pay £5,000 if You or Your partner die, either separately or together, as a result of an injury in the Home caused by fire or an assault by intruders, within 90 days of the incident.

### WHAT IS NOT INSURED

- Any amount whilst any appeal is pending.

- Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family.
- Any agreement unless You would have been liable had the agreement not been made.
- Any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside the United Kingdom.
- Liability arising from any business or profession
- Liability for death of, bodily injury to, or illness or disease of any member of Your Family.
- Liability for which compulsory insurance or security is required by any road traffic legislation.

# SECTION 2: CONTENTS

## Extensions to Section 2: Contents continued

### WHAT IS INSURED

#### O. Household Removals

Accidental damage to Contents whilst in transit by professional removal contractors from the Home to Your new permanent Home within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.

### WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Valuables and Money.
- Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.
- Any loss or damage not notified to the removal contractors within 7 days of the removal to Your new permanent Home.

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#### P. Shopping in Transit

We will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to Your Home.

- Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.

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#### Q. Audio or Visual Downloads

We will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of section 2 of this policy.

- The Excess shown in the schedule.

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#### R. Weddings, Birthdays and Christmas

The Contents sum insured will be automatically increased by:

- 10% during the month of December;
  - 10% for 30 days before and after Your wedding day; and
  - 10% for 7 days after Your birthday;
- to cover christmas, wedding or birthday gifts.

# SECTION 2: CONTENTS

## Extensions to Section 2: Contents continued

### Optional extension to Section 2

This cover does not apply unless the schedule states that accidental damage is included.

#### WHAT IS INSURED

##### A. Accidental damage to Contents when in Your Home.

#### WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Clothing (including furs), Money, Credit Cards, contact and corneal lenses, and food.
- Loss or damage if the Buildings are lent, let or sub-let in whole or in part, or are left Unoccupied or Unfurnished.
- Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration.
- Damage caused by domestic pets.
- Damage caused by mechanical or electrical fault or breakdown or misuse.
- Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.
- Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured.
- Confiscation or detention.

# SECTION 2: CONTENTS

## Basis of Claims Settlement

- a) We will pay up to the sum insured for Contents shown in the schedule for the full cost of replacing as new (or at Our option We will replace as new) reinstating or repairing the lost or damaged Contents with a deduction for wear and tear made only in respect of clothing, household linen and Pedal Cycles.
- b) The maximum amount We will pay in respect of any one loss for Valuables is 40% of the total sum insured for Contents unless otherwise agreed.
- c) The maximum amount We will pay for any Valuable item is £2,500 unless specifically insured.
- d) If at the time of any loss or damage the total cost of replacing all of the Contents as new, less an allowance for wear and tear for clothing, household linen and Pedal Cycles, is greater than the sum insured for Contents shown in the schedule, We will pay only that proportion of the loss which the sum insured bears to the replacement cost.
- e) We will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- f) In the event of a claim under this policy We reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.  
  
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.
- g) Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- h) The maximum amount We will pay following theft of jewellery or watches from the Home is £5,000 unless stolen from a fixed locked safe.

## Automatic Reinstatement

The sum insured for Contents shown in the schedule will not be reduced by the amount of any claim unless We give written notice to the contrary.

# SECTION 3: EXTRA PROTECTION

## See definitions Page 7 and Page 8

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

### A: Unspecified Articles, Personal Money and Credit Cards

#### WHAT IS INSURED

##### Accidental loss or damage to unspecified articles comprising:

- a) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, Pedal Cycles and other portable Personal Effects up to a limit of £1,500 any one item.

- b) Personal Money and Credit Cards.

Loss of Money belonging to You or Your Family up to £750 any one loss.

Money comprising personal Money held for private purposes by You or Your Family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.

#### WHAT IS NOT INSURED

- The Excess shown in the schedule.
  - Any loss or damage to contact or corneal lenses.
  - Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
  - Documents or securities.
  - Household goods, foodstuffs and domestic appliances.
  - Property more specifically insured.
  - Sports equipment whilst in use.
  - Equipment used for winter sports, water sports and camping.
  - Collections of stamps, coins and medals.
  - Televisions, audio and audio visual equipment.
  - Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
  - Tools or instruments used or held for business or professional purposes.
  - Loss or damage listed under What is not insured by Section 3.
- 
- The Excess shown in the schedule.
  - Depreciation in the value of Money.
  - Loss of Money caused by accounting errors or omissions.
  - Loss of Money not reported to the police within 24 hours of discovery of loss.
  - Loss of Money held for business or professional purposes.
  - Loss listed under What is not insured by Section 3.

# SECTION 3: EXTRA PROTECTION

See definitions Page 7 and Page 8

## A: Unspecified Articles continued

### WHAT IS INSURED

Your liability under the terms of the personal credit cards including cheque, debit, charge or cash cards, issued in the British Isles to You or Your Family, up to a maximum of £1,000 any one loss.

### WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- Losses not reported to the police within 24 hours of discovery of loss.
- Any loss as a result of unauthorised use by a member of Your Family or a person residing with You.
- Loss listed under What is not insured by Section 3.
- Loss caused by accounting errors or omissions.
- Depreciation in value.

## B: Specified Articles

### WHAT IS INSURED

**Loss or damage to articles specified in the Appendix to Section 3 in the schedule.**

### WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Loss or damage listed under What is not insured by Section 3.
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- Sports equipment whilst in use.
- Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

# SECTION 3: EXTRA PROTECTION

## Basis of Claims Settlement

- (a) We will pay up to the sum insured (subject to any limits) shown in Your schedule for the cost of replacing as new (or at Our option We will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and Pedal Cycles.
- (b) In the event of loss or damage to any article forming part of a pair or set, We will not pay more than the value of the individual article lost or damaged.
- (c) In the event of a claim under this policy We reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.  
  
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- (d) In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount We will pay for any one loss is £75 in respect of these items.
- (e) Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- (f) In respect of articles specified in section 3B in the event of the sum insured being insufficient to cover the full value of the article we reserve the right to reduce the amount of any claim payment.

## What is not insured by Section 3

- (a) Electrical, electronic or mechanical breakdown or derangement.
- (b) Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- (c) Damage to watches and clocks caused by overwinding.
- (d) Loss of or damage:
  - (i) by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
  - (ii) to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of You or a member of Your Family);
  - (iii) arising from confiscation or detention by customs or other officials;
  - (iv) to musical instruments in respect of loss of tone or replacement of strings or drum skins; or
  - (v) caused by domestic pets.
- (e) Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- (f) Theft of unattended Pedal Cycles unless in a locked building or attached by a security device to a permanently fixed structure.
- (g) Loss or damage
  - (i) To any Pedal Cycle being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
  - (ii) To tyres and accessories of any Pedal Cycle unless the Pedal Cycle is lost or damaged at the same time.

# SECTION 4: LEGAL EXPENSES

**This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited.**

## How We can help

To make a claim under Your policy, please phone Us on 0117 934 0190. 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 policy, We will give You a claim reference number. At this point We will not be able to tell You whether You are covered but We will pass the information You have given Us to Our claims-handling teams and explain what to do next.

If You prefer to report Your claim in writing, You can send it to Our Claims Department at the following address:

Claims Department,  
DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Or 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, accountant or anyone else before We have agreed. If You do, We will not pay the costs involved even if We accept the claim.

## Problems

We will always try to give You a quality service. If You think We have let You down, please write to Our Customer Relations Department at Our Head Office address shown below. Or You can phone Us on 0117 934 0066 or email Us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)  
Details of Our internal complaint-handling procedures are available on request.

## Our Head and Registered Office is:

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

If You are still not satisfied, You can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.  
You can also contact them on 0845 080 1800.  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(Using this service does not affect Your right to take legal action.)

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

# SECTION 4: LEGAL EXPENSES

This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited.

## Definitions specific to this section

### WE / US / OUR

DAS Legal Expenses Insurance Company Limited

### REPRESENTATIVE

The lawyer, accountant or other suitably qualified person who has been appointed to act for an Insured Person in accordance with the terms of this section.

### INSURED PERSON

You and Your spouse or domestic partner, children, parent and other relatives permanently residing with You. Anyone claiming under this section must have Your agreement to claim.

### FULL ENQUIRY

An extensive examination by HM Revenue and Customs which considers all aspects of the Insured Person's self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the Insured Person's self-assessment tax return.

### 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 different times or from the same originating cause, the Date of Occurrence is the date of the first of these events.
- b) For criminal cases, the Date of Occurrence is when the Insured Person began, or is alleged to have begun to break the criminal law in question.
- c) For Insured Incident 6 Tax Protection, the Date of Occurrence is when the Inland Revenue, HM Revenue & Customs first notifies in writing the intention to make an enquiry.

### COSTS AND EXPENSES

- a) Accountants Costs  
All reasonable and necessary costs chargeable by the Representative.
- b) Attendance Expenses  
The Insured Person's net salary or wages for the time that the Insured Person is off work. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.  
The amount We will pay is based on the following:
  - the time the Insured Person is off work, including the time it takes to travel to and from the court or tribunal.  
This will be calculated to the nearest half day assuming that a whole day is eight hours;
  - if the Insured Person works full time, the salary or wages for each day equals 1/250th of the Insured Person's yearly salary or wages;
  - if the Insured Person works part time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

If the Insured Person is self employed, We will pay net salary or wages that the Insured Person draws from the business to cover their own personal cost-of-living expenses.

- c) 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.
- d) Opponents Costs  
The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

# SECTION 4: LEGAL EXPENSES

This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited.

## Definitions specific to this section

### 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, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

### FOR ALL OTHER INSURED INCIDENTS

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

# SECTION 4: LEGAL EXPENSES

This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited.

## What is covered

This section covers the Insured Person.

We agree to provide 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
- c) any legal proceedings will be dealt with by a court, or other body which We agree to, in the Territorial Limit.
- 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.

## What we will pay

- a) for all Insured Incidents under this policy, We will pay Legal Costs and Opponents Costs.
- b) for Insured Incident 6 Tax Protection, We will pay Accountants Costs.
- c) for Insured Incident 7 Jury Service and Court Attendance, We will pay Attendance Expenses.

For all Insured Incidents We will pay Costs and Expenses to help make or defend 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.

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

## Insured incidents we will cover

### 1. Employment Disputes

We will negotiate for the Insured Person's legal rights in a dispute relating to their contract of employment or future employment.

WHAT IS NOT COVERED UNDER EMPLOYMENT DISPUTES

- 1) Employers' disciplinary hearings or internal grievance procedures.
- 2) Any claim relating solely to personal injury.

### 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) selling 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.

# SECTION 4: LEGAL EXPENSES

This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited.

## WHAT IS NOT COVERED UNDER CONTRACT DISPUTES

Any claim relating to the following:

- (1) A contract regarding an Insured Person's trade, profession, business venture or employment.
- (2) A dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, We will 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 where the contact value exceeds £5,000 (including VAT).
- (4) The settlement payable under an insurance policy (We will negotiate if an Insured Person's insurer refuses their claim, but not for a dispute over the amount of the claim).
- (5) a dispute arising from any loan, mortgage, pension, investment and borrowing.

### 3. 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 UNDER BODILY INJURY

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 the Insured Person's 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 the Insured Person.

### 4. Clinical Negligence

We will negotiate for an Insured Person's legal rights where it is alleged that accidental death or bodily injury to an Insured Person 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 the Insured Person's condition.
- (2) Psychological injury or mental illness that is not associated with an Insured Person having suffered physical bodily injury.

### 5. Property Protection

We will:

- a) negotiate for the Insured Person's legal rights in a civil action; and/or
- b) arrange mediation;  
for a dispute relating to material property (including your principal home and holiday home) which is owned by the Insured Person or for which the Insured Person is responsible, following:
  - (1) an event which causes physical damage to such material property, provided that the amount in dispute is more than £100; or
  - (2) any legal nuisance (meaning any unlawful interference with an Insured Person's use or enjoyment of their land, or some right over, or in connection with it); or
  - (3) a trespass.

## WHAT IS NOT COVERED UNDER PROPERTY PROTECTION

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 or holiday home.
- (3) someone legally taking Your material property from You, whether You are offered money or not, or restrictions or controls placed on Your material property by any government or public or local authority.

# SECTION 4: LEGAL EXPENSES

This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited.

- (4) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage.
- (5) mining subsidence.
- 2. Defending any claim under insured incident 4 (1) in the Property Protection Section but defending a counter-claim is covered.
- 3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.

## 6. Tax Protection

In the event of a Full Enquiry into the Insured Person's personal tax affairs, We will negotiate for an Insured Person and represent them in any appeal proceedings.

### WHAT IS NOT COVERED UNDER TAX PROTECTION

- (1) The tax affairs of a company, or any claim if the Insured Person is self-employed, or a sole-trader, or in a business partnership.
- (2) An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

## 7. Jury Service

An Insured Person's absence from work:

- (a) to attend any court or tribunal at the request of the Representative; or
- (b) to perform jury service.

## 8. 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; or
- (b) civil action being taken against the Insured Person under:
  - (i) legislation for unlawful discrimination; or
  - (ii) section 13 of the Data Protection Act 1998.

We will defend the Insured Person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

### WHAT IS NOT COVERED UNDER LEGAL DEFENCE

- (1) Parking or obstruction offences
- (2) The driving of a motor vehicle by an Insured Person for which the Insured Person does not have valid motor insurance.

# SECTION 4: LEGAL EXPENSES

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## **What is not covered by this section**

1. A claim where the Insured Person has failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that We have agreed to) or of making a successful defence.
2. Any incident or matter arising before the start of cover under this section.
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. A claim intentionally brought about by an Insured Person.
6. A legal action that an Insured Person takes which We or the Representative have not agreed to, or where an Insured Person does anything that hinders Us or the Representative.
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. Apart from Us, the Insured Person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
10. Costs and Expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the Insured Person.

# SECTION 4: LEGAL EXPENSES

This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited.

## Conditions which apply to this section

1. An Insured Person 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 and truthful 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 the name of an Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an Insured Person.
  - (b) An Insured Person is free to choose a Representative (by sending Us a suitably qualified person's name and address) if;
    - (i) We agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person 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 represent an Insured Person 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) An Insured Person must co-operate fully with Us and the Representative and must keep Us up-to-date with the progress of the claim.
  - (g) An Insured Person must give the Representative any instructions that We ask for.
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 is being claimed against them, instead of starting or continuing legal proceedings.
4.
  - (a) An Insured Person must tell the 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 a Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Representative.
6. If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to reclaim from the Insured Person any Costs and Expenses We have paid.

## SECTION 4: LEGAL EXPENSES

**This cover does not apply unless the Schedule states that Legal Expenses is included. This Section is provided by DAS Legal Expenses Insurance Company Limited. Definitions specific to this section**

### Conditions which apply to this section

7. If there is a disagreement about the way We handle a claim that is not resolved through Our internal complaints procedure, the Insured Person can contact the Financial Ombudsman Service for help.
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 on the merits of a claim or proceedings. If the chosen persons opinion indicates that it is more likely than not the Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or to make a successful defence, We will pay the costs of obtaining the opinion.
9. 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 did not exist.
10. This section will be governed by English Law.
11. 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.

# POLICY CONDITIONS

## 1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. You and all members of Your Family permanently residing with You must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

## 2. Your duty to prevent loss or damage

- a) You and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b) You and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

## 3. Your personal representatives

If you die, We will insure Your legal personal representatives for any liability You had previously incurred under the policy, provided they fulfil the terms of the policy.

## 4. Changes in circumstances

You must inform us as soon as possible of any changes which may affect this insurance. For example:

- a) If you change address or the number of Bedrooms is increased.
- b) You or Your Family being convicted of a criminal offence (other than driving offences).
- c) If the Home is to be left Unoccupied for more than 60 consecutive days.
- d) If the sums insured shown in the schedule are not adequate.
- e) A change in occupancy or use of the Home address.

## 5. Cancellation

We may cancel this policy by giving You 21 days notice by letter at Your last known address. If We cancel the policy We will refund premium paid for the unexpired period of insurance. Notice given to You shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy.

You may cancel this policy by giving us 21 days notice. Providing You have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, You may be entitled to a refund of premium for the unexpired period of insurance.

## 6. Cooling-off period

If You decide not to proceed with this policy, please return it within 14 days of receipt. Providing You or Your Family have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, We will refund any premium You have paid. If a claim has been paid or an incident has occurred which may give rise to a claim We will make a charge amounting to 20% of the annual premium.

## 7. Fraud

In order to protect the interests of our policyholders and to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file your details with fraud prevention agencies and databases; and
- undertake credit searches and additional fraud searches.

If you provide false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies and databases to prevent fraud and money laundering.

Please refer to our website [www.groupama.co.uk/fraud](http://www.groupama.co.uk/fraud) for further details explaining how the information held by fraud prevention agencies may be used.

We can supply on request further details of the databases we access or contribute to.

If a claim is fraudulent in any respect all benefit under this policy may be forfeited.

# POLICY CONDITIONS

## 8. Arbitration

Where We have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by You and Us in accordance with the law in force at that time. When this happens legal proceedings cannot be started against Us until the arbitrator has reached a decision.

## 9. Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability We will pay only Our rateable proportion.

## 10. Notification of a Claim

When You become aware of a possible claim under this policy, You must notify Us in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. You must, at Your own expense, provide Us with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on You or Your Family in connection with a possible claim must be sent to Us immediately. You must not answer any correspondence or admit, deny or negotiate any claim without Our written consent.

## 11. Company's rights after a claim

We or Our representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to Us. We may conduct, in Your name and on Your behalf, the defence or settlement of any legal action and take proceedings at Our own expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this policy.

## 12. Payment of Premium

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due.

Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule.

Where the policy is cancelled mid term and a claim has occurred and been paid by Us during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at Our discretion.

## 13. Payment of Claims

In the event of a claim being made under this policy and the premium is being paid under Creditplan We may deduct from any settlement any outstanding premium payment.

The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and Our maximum liability shall not thereby be increased above the amount that would have been payable if You were the only person or entity that was entitled to contractual rights under the policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy We shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

## 14. Law Applicable to the Policy

You and the Company are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply.

# GENERAL POLICY EXCLUSIONS

## What is not insured by this policy

1. Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M);
  - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
  - (c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by You or Your Family due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by You or any member of Your Family.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.  
  
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
5.
  - a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
    - i) a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
    - ii) computer viruses.
  - b) Legal expenses or legal benefits or liability arising from (a) above.

EXCEPT  
Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 Buildings and section 2 Contents of this policy.
6. Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of Terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.  
This exclusion does not apply to Accidents to Domestic Employees section 2(M).
7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.

# NOTES

# NOTES



Insurances

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