

# Sheilas' Wheels

Home Insurance - Policy Booklet

defaqto

2014



HOME INSURANCE



*Sheilas' Wheels*

# Welcome to Sheila's' Wheels home insurance

Thank you for choosing us to take care of your home insurance.

Our aim is to provide you with a home insurance policy that takes care of the unexpected things that can happen to your home and making it easy for you to get things back on track.

We have designed this booklet to help you to understand the cover you have bought – so please take the time to read it. We promise you there isn't any 'small' print, just information you need to know, as sadly no insurance covers everything.

If you aren't sure about anything we would be delighted to help so just call us on 0845 604 4206.

We recommend you keep this booklet and your Schedule somewhere safe so you know just where to put your hands on it should you need to.

It's in your interest to also keep in mind the value of any new purchases or gifts that could change the level of cover you need. You would be surprised how quickly valuables, such as jewellery increase in price and we don't want you to get any unpleasant surprises.

Of course, we hope you don't ever need to make a claim but, if you do, our team of UK based, friendly claims specialists are there to help you. Just call them on 0845 604 4215 and they will give you the help you need, even in tough times.

Thank you again for choosing us to look after you and your home.

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# Your Policy

## The contract of insurance

Your policy is evidence of the contract between You and Us.

The information you have provided is shown in your latest Schedule.

## Governing law and jurisdiction

You and We can choose the law which applies to this contract. Unless You and We agree otherwise, in writing, the law of England and Wales will apply.

If You live in England or Wales, the courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between You and Us. If You live in Scotland, the courts of Scotland will have exclusive jurisdiction to adjudicate on any dispute between You and Us.

## Language

We will provide the terms and conditions of this Policy and any communications between Us and You in English.

## Legal advice

A service that provides help with personal legal problems under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland. You can phone a legal advisor for confidential and free advice on any personal legal problems. This service also provides confidential and free advice on personal tax matters.

The advice service is provided by DAS Law Limited and/or law firms on behalf of DAS. DAS Law Limited Head Office and Registered Office: DAS Law Limited, North Quay Temple Back, Bristol, BS1 6FL. Registered in England and Wales, Number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

## Your cover

The cover You have chosen and any Endorsements that apply are shown in your latest Schedule. If the cover is changed, or if any new Endorsements are applied, We will give You a new Schedule.

Your Home insurance Policy consists of:

- this Policy Booklet and any amendments to it We have sent You; and
- your Schedule.

Your Schedule gives You the details of the insurance cover You have bought and the information You have provided Us. It is important that You notify Us of any changes to the information that You have provided, which are reflected in your Schedule.

Please read your Policy Booklet and Schedule carefully to understand the cover You have bought, the conditions of this cover together with the restrictions and exclusions that may apply.

In return for You paying the premium (including the insurance premium tax) and it being received and accepted, the insurance cover You have bought will be provided under the terms of your Policy during the Period of Cover shown in your Schedule.

Any leaflets or similar literature You receive about this insurance do not form part of your Policy.

You have the right to cancel any cover You have bought at any time during the term of your cover. Please see the relevant sections in this Policy Booklet for further details on how to cancel and the terms that apply.

Please keep your Policy Booklet and related documents in a safe place, as You may need to refer to them if You make a claim or need assistance.

## Renewal information

Before the renewal date of Your Policy, We will provide You with details of the terms on which your Policy may be renewed and any changes to the Policy cover. We will also tell You if We are unable to invite renewal, for example, if You have made numerous claims, fail to comply with our general terms and conditions or You no longer fall within our acceptance criteria. We will also tell You what You need to do to renew your Policy. Renewal documentation will be sent to You at least 3 weeks before your renewal date.

If You pay your premium by direct debit your Policy will automatically be renewed on these terms.

If You pay your premium by credit/debit card We may automatically renew your Policy using the payment details You have given Us. In the event that You do not wish to renew your Policy, You should tell us before the renewal date. If You do not tell us and your policy is renewed, We will continue to make deductions from your bank account for the new premium. If You pay by direct debit or if You pay by a single annual credit/debit card payment, We may deduct the full new annual premium from your credit/debit card.

If You wish to change your method of payment, please contact Us prior to your renewal date to arrange this.

# Important information

**Please take time to read the following as it contains important information relating to the details You have given or should give to us. You should show this notice to anyone insured under your Policy, or and anyone whose data has been supplied to Us in connection with your Policy, including anyone who may pay your premiums on your behalf (all defined as 'You' for the purpose of this section). Any of this data may be used as detailed below:**

## Collecting information

We will collect your personal information when:

- You ask for a quote;
- You purchase our products and services;
- You make a customer enquiry;
- You register for information or other services;
- You register a claim;
- You respond to communications or surveys;

When providing information about others who may be insured You confirm that You have the consent of these individuals to supply their personal information.

The type of information We may collect could include:

- Name and address, date of birth and gender
- Telephone numbers and email addresses
- Credit/debit card details
- Lifestyle and other information

We may use and share your personal information or information about your Policy with other members of the esure group of companies to:

- deliver products and services bought by You;
- assess financial risks and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our systems and relationships with You;
- understand our customer requirements;
- develop and test products and services.

We may transfer your information to other countries on the basis that anyone to whom We pass it to provides an adequate level of protection to your information. You should be aware that such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. All

personal information will be held in the strictest confidence and will only be used for the purposes for which it has been collected.

You have the right to ask us for a copy of your personal information in accordance with your rights under the Data Protection Act 1998. You will need to pay a small fee. You have the right to ask us to correct any inaccuracies in your information.

We may also monitor or record calls, emails, text messages or other communications in accordance with UK law, and in particular for:

- business purposes such as quality control and training;
- processing necessary for entering into or performance of a contract;
- prevention of unauthorised use of our telecommunication systems and websites;
- ensuring effective systems operations;
- meeting any legal obligation;
- prevention or detection of crime;
- for our other legitimate interests.

### Sensitive information

Some of the information We ask from You may be sensitive personal data, as defined by the Data Protection Act 1998. This may include information about you:

- medical health;
- claims history; or
- criminal convictions.

We will not use any sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in your Policy documents.

Please ensure that You only provide Us with sensitive personal information about other people only with their agreement.

### How we use your information

We will use the information to manage the insurance Policy, which includes underwriting and claims handling. This may include disclosing the information to other insurers, third party underwriters and reinsurers.

The information comprises all of the details We hold and any transactions and includes information obtained from third parties.

We and our agents worldwide will hold and use your information for:

- processing your quote and subsequent renewal;
- administering your Policy including claims handling;
- fraud prevention and detection;
- credit scoring or other automated decision-making systems;
- administering debt recoveries;
- verifying your identity when required;
- undertaking market research and statistical analysis;
- keeping You informed about promotions and new developments by email, telephone or post;
- the delivery of the products and services bought by You. For example We may disclose your personal information to a credit card company to validate your credit card details and obtain payment. It may also be necessary for Us to pass your information to the organisation from whom You have bought any products and services such as Home Emergency.
- the development of our relationship with You.

We do not disclose any of this information to anyone outside of the esure group of companies except:

- where We have your permission to do so;
- where We are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies which provide a service to Us or You;
- where We may transfer rights and obligations under this Policy.

In the event that We undergo a reorganisation, transfer the business to a third party or are sold, You agree that any personal information We hold about You may be transferred to that re-organised entity or third party.

### Credit reference agencies

To enable Us to assess your application, the terms on which cover may be offered to You and to offer You credit We may obtain information about You, (or the person paying the premium on your behalf) or carry out searches on You from credit reference agencies to verify your (or their) credit status and identity. The agencies will record details of the searches whether or not your application proceeds. We may use scoring methods to access your application and to verify your identity. Credit searches and other information which is provided to Us and/or the credit reference agencies, about You and those with whom You are linked financially may also be used for debtor tracing and the prevention of money laundering as well as the administration of your Policy.

### Identity, credit and fraud detection

To keep our premiums as low as possible We participate in a number of insurance industry initiatives to prevent and detect crime. As a valued customer, We think you will appreciate the steps We are taking to provide the best insurance cover. We may at any time:

- share information about You and your claim or information provided by You with other organisations and public bodies including the police
- check and/or file the details You provide with fraud prevention agencies, credit reference agencies and databases. These agencies and databases may record the details You provide. If You give false or inaccurate information and We identify fraud, We will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:
- help make decisions about the provision and administration of insurance, credit and credit related services for You and members of Your Household
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies
- check your identity to prevent money laundering
- check details of job applicants and employees
- undertake credit searches and additional fraud searches.

We and other organisations and agencies, including fraud prevention agencies, may share the information You provide with organisations and agencies from the UK and other countries.

If You would like to receive further details of the databases We access or contribute to, please write to the Data Protection Officer, Sheilas' Wheels, The Observatory, Reigate, Surrey, RH2 0SG or email us at [DPO@sheilaswheels.com](mailto:DPO@sheilaswheels.com).

To prevent fraud any payments or refunds will be made to the account/card which was used to make the latest payment. By providing the account or card details You and/or the account/card holder consent to Us doing this.

### Claims

Under the conditions of your Policy You must tell Us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When You tell Us about an incident, We will pass information relating to it to a database.

We may search these databases when You apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the Policy or claim.

If You make a claim, We may need to give information about You and your Policy to other people such as suppliers, investigators and loss adjusters. They will only use the information to help Us with your claim.

### Information on products and services

We, and our agents worldwide, will hold and use the information You have given us to provide the insurance services You asked for. Your information will always be protected by strict security and will only be used by our agents in accordance with our instructions. We and other carefully selected third parties (including other esure group companies) may keep You informed by post, email, phone or SMS of current and new products and services which could be of interest to You and for market research purposes, unless You have chosen not to receive such communications. If You would prefer not to receive such communications or have your information used in this way, please write to the Data Protection Officer, Sheilas' Wheels, The Observatory, Reigate, Surrey, RH2 0SG or email us at [DPO@sheilaswheels.com](mailto:DPO@sheilaswheels.com). Please include your full name, address, date of birth and if applicable, your policy number. If You choose to email us, We are unable to accept responsibility for any loss or abuse of data during transit to us.

Calls may be monitored and recorded for security and service quality.

You have the right to ask for a copy of the information We hold about You in our records. You will need to pay a small fee. You have the right to ask Us to correct any inaccuracies in your information.

### Optional extras

If You buy Family Legal Protection, Home Emergency, Pest (underwritten by DAS Legal Expenses Insurance Company Ltd) and Annual Travel insurance (administered by FirstAssist Insurance Services) We will collect your premium for this cover. esure Services Limited collect the premium on behalf of DAS Legal Expenses Insurance Company Limited and FirstAssist Insurance Services.

### Regulatory status

Sheilas' Wheels is the trading name of esure Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered in the Financial Services Register, number 203350. Our name, address and regulatory status can be checked by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by calling the FCA on 0800 111 6768.

Our registered office is: The Observatory, Reigate, Surrey, RH2 0SG.

### Compensation arrangements

esure Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, You may be entitled to compensation from the scheme.

Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN or by calling 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk)

## Definitions

**Certain words or expressions appearing in Parts A to D of your Policy Booklet or Schedule have been defined, and they will have the meaning set out below wherever they are used within Parts A to D of your Policy Booklet or Schedule.**

### Bedroom

A room used as a bedroom, or a room originally built to be a bedroom even if currently used for another purpose.

### British Isles

The United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.

### Buildings/Home

Your House, the fixtures and fittings, outbuildings, garages and greenhouses, which are all designed and only used for domestic purposes and are all at the address shown in your latest Schedule. Your buildings/home also includes the swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the insured address shown on your latest Schedule.

### Contents

All Household Goods and High Risk Items belonging to Your Household or which Your Household is legally responsible for and which in either case are kept in the Home.

### Endorsement

Any agreed amendment to the terms of the Policy Booklet. These are shown in your latest Schedule.

### Excess – paying part of a claim

The amount You must pay towards any claim as shown in your latest Schedule. This can be any or a combination of the following:

- Policy Excess  
This is the standard amount You have to pay towards certain claims under the terms of your Policy.
- Voluntary Excess  
This is the amount of each claim You have chosen to pay in return for a reduction in your premium. This is in addition to the Policy Excess.

The combined total of Policy Excess and Voluntary Excess will be shown in your latest Schedule as Excess.

- Subsidence Excess  
This is the amount You have to pay towards the cost of each claim under the terms of Part A, Section 1 (cause 6) of your Policy that results from subsidence, heave or landslip.
- Escape of Water Excess  
This is the amount You have to pay towards the cost of each claim under the terms of Part A, Section 1 (cause 7) and Part B, Section 1 (cause 7) of your Policy. The amount is shown in your Policy Schedule.

### Exclusion

Something your Policy does not cover.

These are shown in each part of the Policy Booklet under the heading 'Exclusions' and under 'General Exclusions - which apply to Parts A to D.'

### Flood

A flood is an invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the Buildings.

### High Risk Items

Items that are particularly exposed to the risk of theft, which belong to Your Household or which any member of Your Household is legally responsible for and are kept in the Home, and consists of the following:

- articles of gold, silver or other precious metals
- computer equipment
- furs
- jewellery
- mobile phones
- paintings
- stamp, coin and medal collections
- watches.

High Risk Items do not include:

- Household Goods
- any domestic appliance which is part of fitted units
- fixtures and fittings
- living creatures
- Motor Vehicles, caravans, trailers, boats, canoes, windsurf boards, sailboards, personal watercraft, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these
- property owned or used totally or partly for business purposes or connected with any employment (except property defined as Office Equipment)
- data, information or computer programs which have been created by, or specifically for members of Your Household
- property more specifically insured by this or any other policy.

### House

The house, self contained flat or other structure You live in at the address shown in your latest Schedule. This does not include the fixtures and fittings, outbuildings, garages and greenhouses, swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences or any other part of your Home.

Unless described differently by Endorsement the House must be built of brick, stone or concrete, and roofed with slate, tile, asphalt or concrete.

## Household Goods

All goods (including clothing), which belong to Your Household, or which any member of Your Household is legally responsible for, and are kept in the Home.

Household Goods do not include:

- High Risk Items
- any domestic appliance which is part of fitted units
- fixtures and fittings
- living creatures
- Motor Vehicles, caravans, trailers, boats, canoes, windsurf boards, sailboards, personal watercraft, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these
- property owned or used totally or partly for business purposes or connected with any employment (except property defined as Office Equipment)
- data, information or computer programs which have been created by, or specifically for members of Your Household
- property more specifically insured by this or any other policy.

## Index- linked(ing)

We will Index-link the sums insured for Parts B, C and D. This means that the sums insured are linked to the consumer durables section of the retail price index and will be automatically adjusted each month in line with increases in these indices. However, if the indices fall We will not reduce the sums insured in line with the fall.

## Money

Personal money You have for private reasons in the following forms:

- current coin or banknotes, cheques and travellers cheques
- postal or money orders and current postage stamps
- national savings stamps or certificates and premium bonds
- luncheon vouchers, current travel tickets or other tickets with a fixed value
- trading stamps, gift vouchers and phone cards
- stamps for paying your TV licence, gas, electricity or other bills.

## Motor Vehicles

Any electrical or mechanical, power-driven or power-assisted vehicle. We do not class the following items as a motor vehicle: golf trolleys or domestic gardening machinery, any electrical or mechanical power-driven or power-assisted wheelchairs (which are not registered for road use) or pedestrian controlled toys or models.

## Office Equipment

Office furniture, non-portable computer equipment, keyboards, visual display units, computer software, printers, fax machines, photocopiers, typewriters, word processing equipment, business books and stationery up to the amount insured shown in your latest Schedule.

## Period of Cover

The period shown in your latest Schedule unless your Policy is cancelled, in which case the period of cover shall end on the cancellation date.

## Personal Possessions

Luggage, clothing, jewellery and sports, musical, camping and photographic equipment and any item removed from the Home which is normally worn, carried or transported by a person provided each individual items replacement cost as new is less than £1,500 and any pedal cycles replacement cost as new £500 or less.

## Policy

This Policy Booklet, as updated by any amendments to it that We have sent to You, and your latest Schedule.

## Rebuilding Cost

The full cost of rebuilding your Buildings in the same form, size, style and condition as when new including the cost of complying with local authority and other statutory requirements, fees and related costs.

## Schedule

The document headed Home Insurance Schedule which:

- records the information You have given us and forms the basis on which We have provided insurance cover to You
- identifies the policyholders; and
- in conjunction with this Policy Booklet and any amendments to it sets out the details of the cover provided by your Policy.

## Specified Items

Any High Risk Item or Household Good(s) with a replacement cost as new of £1,500 or more and any pedal cycle worth more than £500 and specified in your latest Schedule. This does not include items of furniture (such as tables, chairs and carpets, or domestic electrical appliances such as washing machines, cookers, refrigerators and dishwashers).

## Storm

A violent gale force 10 on the beaufort scale reaching wind speeds of 55 mph or above and/or 25mm or more of rainfall in any 24 hour period, and/or snow to a depth of at-least one foot (300mms) in 24 hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass, according to our weather data.

## Sum insured

The Sum Insured is shown in your latest Schedule, together with any necessary adjustments for Index-linking We apply.

This is the maximum amount We will pay for all claims which happen as a result of any one incident. The maximum sum insured is not reduced if We pay any claim and policy limits as shown in your latest Schedule may apply.

Index-linking should not be treated as a substitute for You ensuring that You are covered for the actual full replacement cost as new of your Household Goods, High Risk Items, Personal Possessions and Specified Items. We will not Index-link the policy limits shown in your latest Schedule.

## Terms

All terms, exceptions, conditions and limitations which apply to your Policy.

## Unfurnished

When your House does not contain sufficient furniture for normal living purposes and is in this condition for more than 30 consecutive days.

## United Kingdom, UK

Great Britain and Northern Ireland.

## Unoccupied

When your House is not being lived in by You or any member of Your Household. It must be in this condition for more than 30 consecutive days.

## Value

The amount of money You would have received by selling the article or the property immediately prior to the loss or damage occurring.

## We, Us, Our, the company

esure Insurance Limited.

## You

The person or people shown in your Schedule, your spouse, civil partner or cohabitee where living permanently with you in your House.

## Your household

You, members of your family living permanently with you (including your foster children) in the House and your domestic employees living permanently with You.

# Part A Buildings

## Your Cover

Please read your latest Schedule to see if your Buildings are covered.

It is important that You read the general terms, conditions and exclusions that apply to Parts A to D of this Policy. Please note that in some cases Policy limits may apply as shown in your latest Schedule.

You will need to pay the Excess shown in your latest Schedule.

## How we settle your claim

If your Buildings suffer loss or damage as a result of Fire (Part A, Section 1, cause 1) of your Policy Booklet, We can choose to:

- pay the cost of work carried out to rebuild, replace or repair your Buildings; or
- arrange for your Buildings to be rebuilt, replaced or repaired.

If your Buildings suffer loss or damage as a result of any of the causes numbered 2 – 15, Section 1, Buildings, We can choose to:

- pay the cost of work carried out to rebuild, replace or repair your Buildings; or
- arrange for your Buildings to be rebuilt, replaced or repaired; or
- pay the difference between the market value of the Buildings immediately before the loss or damage happened and the market value of the Buildings immediately after the loss or damage happened, if repair or replacement cannot be economically carried out. Any payment We make will not exceed the rebuilding cost.

In any event, We will not pay any extra cost for extending or improving your Buildings once they are rebuilt.

# Insurance for Buildings - Section 1

**We will pay up to the Rebuildings Cost, subject to policy limits if your Buildings suffer loss or damage caused by the following:**

## Exclusions:

<p><b>1.</b> Fire.</p>	<p>We will not pay for the following: Loss or damage caused by tobacco burns, scorching, singeing, melting, warping, or other forms of heat distortion unless accompanied by flames.</p>
<p><b>2.</b> Theft or attempted theft.</p>	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by You, Your Household, paying guests or tenants</li> <li>• if your House is Unfurnished or Unoccupied</li> <li>• where no violence and force is used to enter or leave the Buildings.</li> </ul>
<p><b>3.</b> Storm or flood.</p>	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>• to gates, hedges or fences</li> <li>• caused by frost</li> <li>• to alterations or extensions until completed</li> <li>• caused by subsidence, heave or landslip</li> <li>• caused by rising ground water levels</li> <li>• caused by or resulting from the failure of a flat felt roof due to wear and tear or lack of maintenance.</li> </ul>
<p><b>4.</b> Lightning, thunderbolt or earthquake.</p>	
<p><b>5.</b> Explosion.</p>	
<p><b>6.</b> Subsidence, heave or landslip of the site on which your Buildings stand.</p>	<p>We will not pay for loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• coastal or river erosion</li> <li>• inadequate foundations which did not meet the building regulations which were in force at the time the foundations were constructed</li> <li>• demolition, construction, or the structure of the building being altered or repaired</li> <li>• the action of chemicals on, or the reaction of chemicals with, any materials which form part of the Buildings</li> <li>• damage to, or resulting from the movement of solid floor slabs, unless the foundations beneath the outside walls of the House are damaged at the same time and by the same cause</li> <li>• subsidence, heave or landslip which occurred prior to the commencement of the Period of Cover</li> <li>• settlement, compaction or consolidation of the site due to the weight of new structures or fill material or settlement, compaction or consolidation of newly made up ground</li> </ul>

	<b>Exclusions:</b>
	<ul style="list-style-type: none"> <li>outbuildings, garages, greenhouses, swimming pools, hard tennis courts, garden walls, patios, terraces, hedges, fences, gates, footpaths, drains and driveways unless We also accept a claim for subsidence, heave or landslip damage to the House.</li> </ul>
<b>7.</b> Water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems. Water freezing in tanks, equipment or pipes.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>to the tank, pipe or installation itself if caused by normal wear and tear</li> <li>to your Buildings resulting from subsidence, heave or landslip caused by the escaping water</li> <li>if your House is Unfurnished or Unoccupied</li> <li>if your Home is not being lived in for more than five consecutive days unless, throughout your absence, You have taken reasonable care to maintain sufficient heat in the House or have shut off the water supply at the mains</li> <li>caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of the taps being left on</li> <li>caused by failure or lack of appropriate sealant and/or grout</li> <li>caused by a gradual operating cause.</li> </ul>
<b>8.</b> Oil escaping from any fixed heating installation, pipes or equipment.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>to the tank, pipe or installation if caused by normal wear and tear</li> <li>if your House is Unfurnished or Unoccupied</li> <li>of domestic heating oil.</li> </ul>
<b>9.</b> Impact with your Buildings by any vehicle or animal.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>caused by vermin, birds, insects or domestic pets.</li> </ul>
<b>10.</b> Breakage or collapse of television aerials, radio aerials, aerial fittings, masts and satellite dishes.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>to television aerials, radio aerials, fittings, masts and satellite dishes.</li> </ul>
<b>11.</b> Aircraft and other airborne devices or articles dropped from them.	
<b>12.</b> Falling trees or branches.	<p>We will not pay for the removal of trees or branches where the Buildings are not damaged.</p>
<b>13.</b> Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>caused by You, Your Household, paying guests or tenants</li> <li>if your House is Unfurnished or Unoccupied.</li> </ul>
<b>14.</b> Smoke.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>caused by agricultural or industrial work</li> <li>caused by smog.</li> </ul>

**Cause numbered 15 only applies if You have chosen accidental damage cover and AD appears in your latest Schedule.**

- 15.** Accidental damage  
This covers loss or damage which happens as a direct result of a single, unexpected event but not as a result of causes numbered 1-14 in Part A, Section 1, Buildings.  
If You suffer loss or damage as a result of causes numbered 1-14 in Part A, Section 1, Buildings, You should bring your claim under that provision.

**Exclusions:**

- We will not pay for loss or damage:
- while your Home or any part of it is lent, let or sub-let
  - arising during or as a result of cleaning, dyeing, alteration, restoration, repair, renovations
  - caused by moth, vermin, birds, insects, fungi, dry or wet rot
  - caused by domestic pets
  - due to faulty materials or poor workmanship or design or defective materials
  - caused by paying guests or tenants
  - if your House is Unfurnished or Unoccupied
  - caused by weather or atmospheric conditions
  - to the alterations or extensions of your Home until the alteration or extension is complete.
  - the cost of maintenance and routine decoration



# Insurance for Buildings – Sections 2-11

## Section 2 Glass and sanitary ware

We will pay for replacing subject to policy limits as shown in your latest Schedule, the following if they are accidentally damaged:

- fixed glass in windows, doors, fan lights, skylights and solar panels
- sanitary fixtures such as washbasins, sinks, toilets, shower trays, shower screens and baths
- ceramic hobs which form part of fitted units.

## Section 3 Underground services

We will pay for the cost, subject to policy limits as shown in your latest Schedule of repairing underground service pipes, cables and septic tanks providing services to and from your Home, which You are legally responsible for and which break accidentally.

We will also pay for the cost of breaking into and repairing the underground pipe between the main sewer and your Home following the blockage of a pipe if this is necessary because normal methods of releasing the blockage are unsuccessful.

We will pay for the cost of clearing a blocked drain if caused by damage to the fabric of the drain.

## Section 4 Alternative accommodation and rent

If your Home cannot be lived in as a direct result of loss or damage insured under the causes numbered 1-14 in Section 1, Buildings, We will pay You, subject to policy limits as shown in your latest Schedule, for the following:

If You occupy the Home:

- the reasonable cost of comparable alternative accommodation if this is necessary for You, Your Household and your domestic pets
- up to two years' ground rent if You have to pay this

If your home is lent or let:

- loss of any rent due to You.

## Section 5 Sale of your Home

When You have exchanged contracts, the buyer will have the benefit of the insurance provided under Part A of this Policy if any loss or damage happens. However, this benefit only lasts until the date of completion.

### Exclusions:

We will not pay for the following:

- damage to alterations or extensions until completed
- damage caused by any paying guest or tenant
- damage if your Home is Unfurnished or Unoccupied
- damage arising during or as a result of cleaning, dyeing, alteration, restoration, repair or renovations
- damage due to faulty materials or poor workmanship or design or defective materials

We will not pay for the following:

- damage to the drains caused by any defect in the design, construction or installation of the drains
- damage caused by demolition, alteration, renovation or repair to your Home.

We will not pay for any costs you agree without our permission

- the buyer will not have any benefit provided under this section if the Buildings are insured under any other policy.

## Section 6 Professional fees, clearance costs and local authority requirements

### Professional fees

We will pay, subject to policy limits as shown in your latest Schedule for architects' fees, surveyors' fees and legal fees necessary to rebuild, replace, or repair your Buildings after loss or damage insured by this Policy.

### Clearance costs

We will pay subject to policy limits as shown in your latest Schedule for the cost of removing debris, dismantling, demolishing, shoring-up or propping up your Buildings after loss or damage which is insured by this Policy.

You must get our permission before any work of this kind begins, unless the work must be done immediately in the interests of safety.

### Costs You must pay by law

We will also pay, subject to policy limits as shown in your latest Schedule, the cost of meeting applicable building and government regulations and local authority by-laws after loss or damage which is insured by this Policy.

## Section 7 Your liability as the owner of your Home

We will pay You up to the policy limit shown in your latest Schedule for all sums as a result of accidents happening in and around your Home that You become legally liable for solely because You are the owner, but not the occupier, of your Home.

These accidents must result in:

- accidental death, bodily injury to, or illness of, any person; or
- loss of, or damage to, property.

### If You are both the owner and the occupier of your Home:

In law, accidents which happen in Buildings or on land are often the responsibility of the occupier of the Buildings or land rather than the owner.

Cover against any liability that You may incur as the occupier of your Home or its land is not provided by this section and in order to protect yourself You should ensure that You also have Contents insurance which will provide Occupier's Liability cover.

### Exclusions:

We will not pay for the following:

- any fees You incur when You prepare a claim
- costs of meeting government or local authority regulations if they told You about these regulations before the loss or damage happened
- costs for any part of your Buildings which are not damaged.

We will not pay for the following:

1. Loss or damage to property which belongs to or is in the care of:
  - Your Household
  - any other person who permanently lives with You; or
  - any person who is employed by You or any member of Your Household.
2. Liability which happens because You own any land or building which is not one of the following:
  - your Home
  - any private house which You or a member of Your Household living permanently with You is temporarily living in
  - any previous Home which You occupied immediately before it was disposed of or sold and which You may be liable for under the Defective Premises Act 1972.
3. Liability which arises because of your trade, profession or employment or that of any member of Your Household
4. Liability arising from a contract or agreement unless the liability would have existed without that contract or agreement.

## Section 8 Your liability as the owner of your previous homes

If You owned any previous home and You occupied it before it was disposed of or sold, We will insure your liability under Section 3 of the Defective Premises Act 1972 in respect to any previous homes.

You will be insured up to the policy limit as shown in your latest Schedule for accidents happening in and around that Home which result in:

- accidental death, bodily injury to, or illness of, any person; or
- loss of, or damage to, property.

The cover under Section 8 will continue for 7 years from the date this Policy expires or is cancelled.

We will pay up to the policy limit as shown in your latest Schedule. This is for all claims made against You or any member of Your Household as a result of any one incident.

We will also pay extra costs, expenses and legal fees necessarily incurred in defending or representing You or any other person covered by this section in any other inquiry or proceedings relating to a liability that is covered by this section, as long as We have agreed to do so beforehand. Such is ancillary to the main cover provided by this section.

## Section 9 Emergency entry

We will pay, subject to policy limits as shown in your latest Schedule, for the cost of loss or damage to the Buildings and/or the garden caused when the fire, police or the ambulance services have to force an entry because of an emergency.

## Section 10 External door locks

We will pay, subject to policy limits as shown in your latest Schedule for replacing and installing locks and keys on the external doors of your Home if the keys to those locks are lost or stolen.

## Section 11 Trace and access

If the Buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the Home, We will pay, subject to policy limits as shown in your latest Schedule, for the reasonable cost of removing and replacing any part of the Buildings necessary to find and repair the source of the leak and making good the removed or replaced elements of the Building.

## Exclusions:

We will not pay for the following:

1. Loss or damage to property which belongs to or is in the care of:
  - Your Household
  - any other person living permanently with You; or
  - any person who is employed by You or any member of Your Household.
2. Liability that is covered under a more recent Policy.

# Part B Contents

## Your Cover

Please read your latest Schedule to see if your Contents are covered.

It is important that You read the general terms, conditions and exclusions which apply to Parts A to D of this Policy.

Please note that in some cases policy limits may apply as shown in your latest Schedule.

You will need to pay any Excess as shown in your latest Schedule.

## How we settle your claim

If your Contents are lost or damaged in any of the circumstances explained in this Contents Section, We can choose to:

- pay the cost of repairs
- arrange for repairs
- give You an equivalent replacement.

If it is not possible to repair and an equivalent replacement is not available We will pay You cash based on the full replacement cost. However if it is possible to make a repair and/or if an equivalent replacement is available but You do not agree with these settlement options, We will pay You cash based on the applicable equivalent repair or replacement cost to Us.

## The most We will pay under Part B Contents:

- for any single item not specified in your latest Schedule is £1,499. Where any item is valued at £1,500 or more and has not been specified under Section D Specified Items, no cover will operate
- for loss or damage caused by theft or attempted theft from any or all of your domestic sheds, summer houses, greenhouses or garages We will pay up to the policy limit shown in your latest Schedule
- for Money We will pay up to the policy limit shown in your latest Schedule
- for any one pedal cycle, including accessories, is £500. Where any pedal cycle is valued at more than £500 and has not been specified under Part D Specified Items, no cover will operate
- for Office Equipment We will pay up to the policy limit shown in your latest Schedule
- for the total Household Goods We will pay up to the amount insured as shown in your latest Schedule
- for High Risk Items We will pay up to the amount insured as shown in your latest Schedule.

# Insurance for Contents – Section 1

**We will pay up to the Sum Insured shown in your latest Schedule for loss of, or damage to, your Contents whilst in your Home caused by the following:**

	<b>Exclusions:</b>
<b>1.</b> Fire.	We will not pay for the following: Loss or damage caused by tobacco burns, scorching, singeing, melting, warping, or other forms of heat distortion unless accompanied by flames.
<b>2.</b> Theft or attempted theft.	We will not pay for loss or damage: <ul style="list-style-type: none"> <li>• if your House is Unfurnished or Unoccupied</li> <li>• caused by You, Your Household, paying guests or tenants</li> <li>• whilst any part of your Home is let or sublet</li> <li>• to pedal cycle wheels/tyres or accessories unless the pedal cycle is lost or damaged at the same time</li> <li>• to pedal cycles more specifically insured by any other policy</li> <li>• to any pedal cycle with a motor</li> <li>• caused while You and Your Household are away from the Home unless violence and force is used to enter or leave your Buildings.</li> </ul> or as a result of: <ul style="list-style-type: none"> <li>• theft by deception other than deception used solely to enter your Home</li> <li>• theft of Money unless someone has broken into or out of the Home by using force and violence</li> <li>• theft if You live in a self contained flat and the theft is from any communal part of the Building that other people have access to.</li> </ul>
<b>3.</b> Storm or flood.	We will not pay for loss or damage: <ul style="list-style-type: none"> <li>• caused by the failure of a flat felt roof due to wear and tear or lack of maintenance</li> <li>• caused by rising ground water levels.</li> </ul>
<b>4.</b> Lightning, thunderbolt or earthquake.	
<b>5.</b> Explosion.	
<b>6.</b> Subsidence or heave of the site on which your Buildings stand, or landslip.	

	<b>Exclusions:</b>
<b>7.</b> Water escaping from water tanks, pipes, fixed equipment, any domestic appliance or fixed heating systems.	We will not pay for loss or damage: <ul style="list-style-type: none"> <li>• if your House is Unfurnished or Unoccupied</li> <li>• if your Home is not being lived in for more than five consecutive days unless, throughout your absence, You have taken reasonable care to maintain sufficient heat in the House or have shut off the water supply at the mains</li> <li>• caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on</li> <li>• caused by failure of lack of appropriate sealant and/or grout</li> <li>• caused by a gradual operating cause.</li> </ul>
<b>8.</b> Oil escaping from any fixed heating installation, pipes or equipment.	We will not pay for loss or damage: <ul style="list-style-type: none"> <li>• if your House is Unfurnished or Unoccupied</li> <li>• for the cost of replacing oil lost as a result of damage caused.</li> </ul>
<b>9.</b> Impact by any vehicle or animal.	We will not pay for loss or damage caused by vermin, birds, insects or domestic pets.
<b>10.</b> Breakage or collapse of television aerials, radio aerials, aerial fittings, masts and satellite dishes.	
<b>11.</b> Aircraft and other airborne devices or articles dropped from them.	
<b>12.</b> Falling trees or branches.	We will not pay for the removal of trees or branches where the Contents are not damaged.
<b>13.</b> Riot, civil commotion, labour and political disturbances, vandalism and acts of malicious people.	We will not pay for loss or damage: <ul style="list-style-type: none"> <li>• caused by You, Your Household, paying guests or tenants</li> <li>• if your House is Unfurnished or Unoccupied.</li> </ul>
<b>14.</b> Smoke.	We will not pay for loss or damage: <ul style="list-style-type: none"> <li>• caused by agricultural or industrial work</li> <li>• caused by smog.</li> </ul>

**Cause 15 only applies if You have chosen accidental damage cover and AD/AL appears in your latest Schedule.**

**15.** Accidental damage - This covers loss or damage which happens as a direct result of a single, unexpected event, but not as a result of causes numbered 1-14 in Part B, Section 1, Contents.  
If You suffer loss or damage caused as a result of causes numbered 1-14 in Part B, Section 1, Contents You should bring the claim under that provision.

**Exclusions:**

We will not pay for loss or damage:

- 1.** arising during or as a result of cleaning, dyeing, alteration, restoration, repair or renovations
  - caused by You during the process of defrosting freezers and/or refrigerators
  - caused by moth, vermin, birds, insects, fungi, dry or wet rot
  - caused by domestic pets
  - due to faulty materials or poor workmanship or design or defective materials
  - caused by any paying guests or tenants
  - if your House is Unfurnished or Unoccupied
  - caused by weather or atmospheric conditions
  - caused by computer viruses
  - to fragile items when You move home, unless they have been packed by professional packers
  - to Contents when You move home, unless a professional removal firm is moving them
  - whilst in a furniture storage facility, saleroom or exhibition
  - any item more specifically insured by this or any other policy.
- 2.** We will not pay for the cost of maintenance and routine decoration.

## Insurance for Contents - Sections 2-18

**Exclusions:**

We will not pay for the following:

- loss or damage if your House is Unfurnished or Unoccupied
- any Exclusion applicable to the relevant cause as listed in Section 1, Contents.

**Section 2  
Contents in your garden**

We will pay up to the policy limit shown in your latest Schedule if You suffer loss or damage to your Contents as a result of, causes numbered 1, 2, 4, 5 and 7 to 14 in Section 1, Contents. This section provides cover whilst your Contents are outside and in the open but still within the boundaries of your Home.

This includes the replacement of trees, shrubs, plants and lawns that are within the boundaries of your Home.

**Section 3  
Contents which are temporarily removed from the Home**

We will pay up to the policy limit shown in your latest Schedule if you suffer loss or damage to your Contents by any of the causes numbered 1-14 listed in Section 1, Contents whilst temporarily removed from the Home to:

- a bank deposit box
- a house that is lived in, or
- any building where You or any members of your family living permanently with you work or are staying.

All within the British Isles.

We will not pay for loss or damage:

- while the goods are being moved, worn or carried
- by theft or attempted theft, unless someone has broken into or out of the property using force and violence
- while in a furniture storage facility, saleroom or exhibition
- theft by deception other than deception used solely to enter the property that is lived in
- any Exclusion applicable to the relevant cause as listed in Section 1, Contents
- more specifically covered by this Policy.

**Section 4  
External door locks**

We will pay up to the policy limit shown in your latest Schedule for replacing and installing locks and keys on the external doors of your Home if the keys to those locks are lost or stolen.

**Section 5  
Metered water, oil or liquid petroleum gas**

We will pay up to the policy limit shown in your latest Schedule for loss of metered water, oil or liquid petroleum gas resulting directly from accidental damage to pipes and equipment which provide services to the Building.

We will not pay for loss or damage where the House is Unoccupied

**Section 6  
Mirrors and glass**

We will pay up to the policy limit shown in your latest Schedule for loss or damage as a result of the causes numbered 1-15 of Section 1, Contents to mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs or ceramic tops to cookers

We will not pay for any Exclusion applicable to the relevant cause as listed in Section 1, Contents.

<p><b>Section 7</b> <b>Alternative accommodation</b></p> <p>If your House cannot be lived in as a direct result of loss or damage insured by the causes numbered 1-14 of Section 1, Contents, We will pay up to the policy limit shown in your latest Schedule for the following:</p> <ul style="list-style-type: none"> <li>the reasonable cost of comparable alternative accommodation if this is necessary for You, Your Household and your domestic pets</li> <li>the cost of temporary storage of the Contents</li> <li>rent which should be paid to You or by You.</li> </ul>	<p><b>Exclusions:</b></p> <p>We will not pay for loss or damage any costs you agree without our permission</p>	<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>person (but not any member of Your Household or your employees); or</li> <li>loss of, or damage to, property.</li> </ul> <p>This is for all claims made against You or any member of Your Household as a result of any one incident.</p> <p>We will also pay extra costs, expenses and legal fees necessarily incurred in defending or representing You or any other person covered by this section in any inquiry or proceedings relating to a liability that is covered by this section, as long as We have agreed to do so beforehand. Such payment is ancillary to the main cover provided by this section.</p>	<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>boats, boards and craft designed to be used on or in water, other than: (i) those only propelled by oars or paddles (ii) pedestrian controlled toys or models.</li> <li>Liability if You or any member of Your Household passes on any contagious disease or virus.</li> <li>Liability arising from a contract or agreement unless the liability would have existed without that contract or agreement</li> <li>Deliberate or malicious acts</li> <li>Any liability covered by any other policy.</li> </ul>
<p><b>Section 8</b> <b>Fatal accident benefit</b></p> <p>We will pay up to the policy limit shown in your latest Schedule if You or your husband, wife or civil partner suffers injury, which results in your or their death within 60 days. This must be caused by any of the following:</p> <ul style="list-style-type: none"> <li>an accident, assault or fire in your Home</li> <li>an accident while travelling as a fare-paying passenger by train, bus, tram or licensed taxi</li> <li>an assault in the street.</li> </ul>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> <li>injury to your husband, wife, cohabitee or civil partner if he or she does not normally live at the same address as You</li> <li>any incident happening outside the United Kingdom</li> </ul>	<p><b>Section 10</b> <b>Domestic staff – your liability as their employer</b></p> <p>We will pay up to the policy limit shown in your latest Schedule for all sums which You become legally liable to pay following accidental death, bodily injury, illness or disease of any person who You employ as domestic staff and is under a contract of employment with You and which is caused during the Period of Cover and by the work they are employed to do. The work can be anywhere within the United Kingdom or while travelling with You on temporary visits overseas.</p> <p>In the same way as You are insured, We will also insure any member of Your Household who permanently lives with You and who employs domestic help.</p> <p>We will also pay extra costs, expenses and legal fees necessarily incurred in defending or representing You or any other person covered by this section in any inquiry or proceedings relating to a liability that is covered by this section, as long as We have agreed to do so beforehand. Such payment is ancillary to the main cover provided by this section.</p>	
<p><b>Section 9</b> <b>Personal liability and your liability as occupier of your Home</b></p> <p><b>a. Personal liability</b></p> <p>We will pay You up to the policy limit shown in your latest Schedule should You become personally legally liable to pay for accidents that are not connected with You owning or occupying your Home.</p> <p>These accidents must result in:</p> <ul style="list-style-type: none"> <li>accidental death, bodily injury to, or illness of, any person (but not any member of Your Household or your employees); or</li> <li>loss of, or damage to, property.</li> </ul> <p>In the same way as You are insured, We will also insure each member of Your Household. Each will be insured up to the policy limit for all sums which they become legally liable to pay for accidents happening in, around and away from your Home.</p> <p><b>b. Your liability as occupier of your Home</b></p> <p>We will pay You up to the policy limit shown in your latest Schedule for all sums which You become legally liable to pay for accidents happening in and around your Home as a result of being the occupier of your Home.</p> <p>These accidents must result in:</p> <ul style="list-style-type: none"> <li>accidental death, bodily injury to, or illness of, any</li> </ul>	<p>We will not pay for the following:</p> <ol style="list-style-type: none"> <li>Loss or damage to property which belongs to or is in the care of: <ul style="list-style-type: none"> <li>Your Household</li> <li>any other person who permanently lives with You, or</li> <li>any person employed by members of Your Household.</li> </ul> </li> <li>Liability which happens because You, Your Household occupy any land or building other than Your Home.</li> <li>Liability which happens because of your trade, profession or employment or that of any member of Your Household.</li> <li>Liability which happens because You own, possess or use the following: <ul style="list-style-type: none"> <li>animals – however, You are insured for domestic dogs (except those named in Section 1 (1) of the Dangerous Dogs Act 1991 or any amending legislation) and horses used for private hacking</li> <li>firearms – however, You are insured for shotguns or air guns which You can legally own without possessing a firearms certificate.</li> </ul> </li> <li>Liability which happens because You own, possess or use the following: <ul style="list-style-type: none"> <li>Motor Vehicles; or</li> <li>aircraft other than pedestrian controlled toys or models</li> </ul> </li> </ol>	<p><b>Section 11</b> <b>Your liability as a tenant</b></p> <p>We will pay up to the policy limit shown in your latest Schedule if You are legally responsible as a tenant for damage to the property caused by:</p> <ul style="list-style-type: none"> <li>loss of or damage to the Building by causes numbered 1-14 in Part A, Section 1, Buildings:</li> <li>accidental damage to: <ol style="list-style-type: none"> <li>service pipes, cables, drain inspection covers, septic tanks and cesspits</li> <li>all fixed glass and sanitary fittings</li> </ol> </li> </ul>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> <li>any Exclusion applicable to the relevant cause as listed in Section 1, Buildings</li> <li>the cost of maintenance and normal decoration</li> <li>your liability for any loss or damage which happens as soon as your Home becomes Unoccupied or does not contain sufficient furniture for normal living purposes.</li> </ul>

<p><b>Section 12</b> <b>Deeds and documents</b></p> <p>We will pay up to the policy limit shown in your latest Schedule for the cost incurred in preparing new title deeds to your Home following loss or damage by any cause insured by Section 1, Contents.</p>	<p><b>Exclusions:</b></p>
<p><b>Section 13</b> <b>Special events</b></p> <p>In the following special events your Contents Sum Insured (Household Goods and High Risk Items only) will be increased by the amounts stated, where You have a valid claim under any of the causes numbered 1-14 and 15 of Part B, Section 1, Contents.</p> <p><b>Religious festivals</b></p> <p>During the period of four weeks before and four weeks after a religious festival Your Household celebrate, your Contents Sum Insured is increased by 15%. This is to cover gifts and food bought for the festivities.</p> <p><b>Wedding/civil ceremony gifts</b></p> <p>During the period of four weeks before and four weeks after the day of the wedding or civil ceremony of You or any member of Your Household, your Contents Sum Insured is increased by 10%. This is to cover gifts and food bought for the wedding.</p> <p><b>Births</b></p> <p>During the period of four weeks before and four weeks after the birth of your new born child or the adoption by You of a child, your Contents Sum Insured is increased by 10%. This is to cover gifts and food bought for the birth or adoption.</p>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> <li>any Exclusion applicable to the relevant cause as listed in Section 1, Contents.</li> </ul>
<p><b>Section 14</b> <b>Visitors' personal effects</b></p> <p>We will pay up to the policy limit, shown in your latest Schedule, if your visitors' personal effects are lost or damaged whilst in the House by any of the causes numbered 1-14, in Part B, Section 1, Contents.</p>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> <li>any Exclusion applicable to the relevant cause as listed in Section 1, Contents.</li> </ul>
<p><b>Section 15</b> <b>Freezer and refrigerator contents</b></p> <p>We will pay up to the policy limit shown in your latest Schedule, if the contents of your freezer or refrigerator are spoiled by:</p> <ul style="list-style-type: none"> <li>the accidental failure of the freezing unit</li> <li>fumes from your freezer or refrigerator; or</li> <li>accidental failure of the electricity or gas supply not caused by the deliberate act of the supplier.</li> </ul>	<p>We will not pay for the following:</p> <ol style="list-style-type: none"> <li>Loss or damage caused by: <ul style="list-style-type: none"> <li>vermin, insects (unless they cause failure of the freezing unit, or the electricity or gas supply); or mildew</li> <li>any process of cleaning, repair or alteration</li> <li>freezers or refrigerators breaking down if they are more than ten years old</li> <li>strikes by the company (or its employees) supplying your power.</li> </ul> </li> </ol>

<p><b>Section 16</b> <b>Household removal</b></p> <p>We will pay up to the policy limit shown in your latest Schedule for accidental loss or damage to the Contents that occurs during their permanent removal by professional removal contractors from your Home to your new permanent home within the British Isles.</p>	<p><b>Exclusions:</b></p> <ol style="list-style-type: none"> <li>Loss or damage to: <ul style="list-style-type: none"> <li>the contents of freezers or refrigerators where the plug has been accidentally removed or the appliance has been switched off in error</li> <li>the contents of freezers or refrigerators if the House is Unfurnished or Unoccupied</li> <li>the contents of freezers or refrigerators caused by You or Your Household during the process of defrosting</li> </ul> </li> </ol>
<p><b>Section 17</b> <b>Student's Contents</b></p> <p>We will pay up to the policy limit shown in your latest Schedule for loss or damage suffered as a result of causes numbered 1-14 in Part B, Section 1, Contents to your household Contents temporarily removed from your Home by a member of Your Household whilst kept in a locked room within college/university halls of residence, student accommodation or a boarding school.</p>	<p>We will not pay for the following:</p> <ul style="list-style-type: none"> <li>Money or valuables, including: jewellery, watches, furs, gold, silver or other precious metals, stamps, coins or medals that belong to You or any member of Your Household</li> <li>loss or damage to fragile items when You move home unless they have been packed by professional packers</li> <li>loss or damage whilst in a furniture storage facility, saleroom or exhibition.</li> </ul> <p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>while the Contents are being worn, moved or carried</li> <li>caused by theft or attempted theft unless there are signs of forcible and violent entry or exit</li> <li>to Contents during holiday periods if the locked room is Unoccupied for more than 15 consecutive days</li> <li>any Exclusion applicable to the relevant cause as listed in Section 1, Contents.</li> </ul>
<p><b>Section 18</b> <b>Nursing home</b></p> <p>We will pay up to the policy limit shown in your latest Schedule if your Contents kept with You while residing in a nursing home suffer loss or damage as a result of any causes numbered 1-14 in Part B, Section 1, Contents.</p>	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> <li>while the Contents are being worn, moved or carried outside of the nursing home</li> <li>caused by theft or attempted theft unless there are signs of forcible and violent entry or exit</li> <li>any Exclusion applicable to the relevant cause as listed in Section 1, Contents.</li> </ul>

## Part C - Personal Possessions cover away from the Home

### Your Cover

Please read your latest Schedule to see if your Personal Possessions are covered whilst away from the Home.

It is important that You read the general terms, conditions and exclusions which apply to Parts A to D of this Policy.

Please note that in some cases policy limits may apply as shown in your latest Schedule.

You will need to pay any Excess as shown in your latest Schedule.

### How we settle your claim

If your Personal Possessions suffer loss or damage as a result of one of the causes listed in this Part, We can choose to:

- pay the cost of repairs
- arrange for repairs
- give You an equivalent replacement.

If it is not possible to make a repair and an equivalent replacement is not available, We will pay You cash based on the equivalent full replacement cost to Us. However if it is possible to make a repair and/or if an equivalent replacement is available but You do not agree with these settlement options, We will pay You cash based on the applicable equivalent repair or replacement cost to Us.

### The most We will pay under Part C Personal Possessions:

- for any single item not specified in your latest Schedule is £1,499. Where any item is valued at £1,500 or more and has not been specified under Part D, Specified Items, no cover will operate
- for any one pedal cycle, including accessories, is £500. Where any pedal cycle is valued at more than £500 and has not been specified under Part D, Specified Items, no cover will operate
- for Money We will pay up to the policy limit shown in your latest Schedule
- for personal possessions contained within a locked boot, concealed luggage compartment or glove compartment, the total limit we will pay is £750 as shown in your latest Schedule
- is the Personal Possessions Sum Insured as shown in your latest Schedule.

## Insurance for Personal Possessions cover away from the Home

### Exclusions:

#### Section 1

**This section provides cover up to the Sum Insured as shown in your latest Schedule subject to policy limits if your Personal Possessions suffer loss, damage or are stolen while they are:**

- temporarily removed from your House to anywhere within the United Kingdom
- temporarily removed from your House to anywhere in the rest of the world for up to 60 consecutive days.

We will not pay for the following:

- Any loss or damage, which if it had taken place at your Home or any other place covered by Part B of this Policy Booklet would not be covered due to an Exclusion contained in that part.
- Theft from any building or dwelling, which is used for holiday accommodation unless there has been forcible and violent entry or exit.
- Motor Vehicles, caravans, trailers, boats, canoes, personal watercraft, surfboards, sailboards, hovercraft, aircraft, gliders and any parts and accessories which are designed to be used with any of these
- living creatures
- items which do not belong to Your Household and which they are not legally responsible for
- contact lenses, unless specified in your latest Schedule
- parachutes and sub-aqua equipment and sports equipment, while they are being used
- items held by customs or other officials
- pedal cycle wheels/tyres or accessories unless the pedal cycle is lost, stolen or damaged at the same time
- a pedal cycle while being used for racing, pace making or trials
- theft by deception
- any pedal cycle which is left unattended away from the Home, unless locked to a fixed object
- theft or attempted theft from road vehicles, unless the item(s) was contained in a locked boot, concealed luggage compartment or glove compartment of a locked vehicle which was broken into by using force and violence
- any pedal cycle with a motor
- loss of Money where evidence of the amount claimed cannot be provided.

## Part D Specified Items

### Your Cover

Please read your latest Schedule to see if your Specified Items are covered.

It is important that You read the general terms, conditions and exclusions which apply to Parts A to D of your Policy. Please note that in some cases policy limits may apply as shown in your latest Schedule. You will need to pay any Excess

as shown in your latest Schedule.

The sums insured must represent the full replacement cost as new of all your Specified Items. Please ensure you hold valuations for jewellery and/or watches you have specified. These valuations must have been obtained within the last 3 years.

### How we settle your claim

If your Specified Items suffer loss or damage as a result of one of the causes listed in this Part, We can choose to:

- pay the cost of repairs
- arrange for repairs
- give You an equivalent replacement.

If it is not possible to make a repair and an equivalent replacement is not available We will pay You cash based on the full replacement cost to Us. However if it is possible to make a repair and/or if an equivalent replacement is available but You do not agree with these settlement options, We will pay You cash based on the applicable equivalent repair or replacement cost to Us.

### The most We will pay under Part D Specified Items:

- the Sum Insured for that Specified Item shown in your latest Schedule.

Where any single item is valued at £1,500 or more and has not been specified under Part D, no cover will operate.

	<b>Exclusions:</b>
<p><b>Section 1</b>  <b>This part provides cover if your Specified Items suffer loss, damage or are stolen while they are:</b></p> <ul style="list-style-type: none"> <li>• temporarily removed from your House to anywhere within the United Kingdom</li> <li>• temporarily removed from your House to anywhere in the rest of the world for up to 60 consecutive days</li> <li>• in your House.</li> </ul>	<p><b>1.</b> Any loss or damage which if it had taken place at your Home or any other place covered by Part B of this Policy Booklet would not be covered due to an Exclusion contained in that part.</p>

## No claim discount that applies to Parts B, C and D

### If your no claim discount is not protected:

The table below shows the no claim discount We will apply to a person who wishes to renew their existing cover under Parts B, C and/or D with Us.

You can find your current level of no claim discount applied to your existing cover in your latest Schedule (or contact Us to find out).

If You are renewing with Us, and You have not made a Contents, Personal Possessions or Specified Item claim during your current Period of Cover, You will gain a years no claim discount which will apply to your renewal.

If You are renewing with Us, but have made 1 claim under Parts B, C or D during your current Period of Cover, You will not gain a year of no claim discount and your level of no claim discount applicable at renewal will be reduced from its current level by one year.

If You are renewing with Us, but have made 2 claims under Parts B, C or D during your current Period of Cover, You will not gain a year of no claim discount and your level of no claim discount applicable at renewal will be reduced from its current level by two years.

If You are renewing with Us, but have made 3 or more claims under Parts B, C or D during your current Period of Cover, You will not gain a year of no claim discount and your level of no claim discount applicable at renewal will be zero.

<b>Current Level of NCD as shown in your current Schedule</b>	<b>% discount at renewal if no claims made in current year</b>	<b>% discount at renewal if 1 claim made in current year</b>	<b>% discount at renewal if 2 claims made in current year</b>	<b>% discount at renewal if 3 claims made in current year</b>
0	0	0	0	0
1	10	0	0	0
2	15	10	0	0
3	25	15	10	0
4	30	25	15	0
5	40	30	25	0
6	41	40	30	0
7	42	41	40	0
8	43	42	41	0
9	44	43	42	0
10	45	44	43	0



### If your no claim discount is protected:

Once your level of no claim discount has reached 5 years, provided You have not made a claim during your current Period of Cover, for an additional premium You will have the option at renewal to protect your no claim discount.

If You make a claim in a year for which You have purchased no claim discount protection, We will only reduce your no claim discount at your next renewal date in line with the following scale:

Current Level of NCD as shown in your current Schedule	% discount at renewal if no claims made in current year	% discount at renewal if 1 claim made in current year	% discount at renewal if 2 claims made in current year	% discount at renewal if 3 claims made in current year
5	40	40	30	0
6	41	41	40	0
7	42	42	41	0
8	43	43	42	0
9	44	44	43	0
10	45	45	44	0

## General Exclusions which apply to Parts A to D

### War risks

This Policy does not insure any consequence of:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, revolution, or military or usurped power.

### Sonic booms

This Policy does not insure loss or damage caused by pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

### Radioactive contamination

This Policy does not insure loss of, or damage to, any property or any indirect loss or any legal liability caused directly or indirectly by any of the following:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any waste resulting from nuclear fuel burning or exploding
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear installation or equipment or part of it.

### Indirect loss

This Policy does not insure any losses that are not directly associated with the incident that caused You to claim, unless expressly stated in this Policy.

### Pollution or contamination

This Policy does not insure any loss, damage or liability arising from pollution or contamination unless it is caused by leakage of oil from any fixed heating installation or from any domestic appliance in your Home.

### Deliberate acts

This Policy does not insure any loss or damage caused by acts which You or Your Household do on purpose or is an act which is against the law.

### Confiscation

This Policy does not insure any loss or damage caused by items being confiscated or legally taken by customs officers or other officials.

### Terrorism

This Policy does not insure any loss or damage to property, cost or expense, legal liability and/or any other loss that is caused directly or indirectly by terrorism. Terrorism is defined as the use of biological, chemical and/or nuclear force or contamination by any person(s) 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(s) or put the public or any section of the public in fear.

### Wear and tear

We will not pay for:

- wear and tear
- loss or damage as a result of the lack of maintenance
- loss of value over time; or

- loss or damage that happens gradually over time (for example, loss or damage as a result of wet rot or dry rot, rusting, corrosion, the affects of light or the atmosphere, damp, condensation, fading, moths, vermin, birds, insects, fungi or other gradual deterioration that happens over time).

#### Other exclusions

This Policy does not insure loss or damage arising from or consisting of the following:

- the costs of replacing or repairing electrical or mechanical equipment that has broken down or been misused
- faulty workmanship, design or materials
- reduced value after it has been repaired or replaced
- the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date, or to continue to function correctly beyond that date. This shall not exclude any resulting loss or damage otherwise insured by this Policy
- loss or corruption of computer software or data caused by computer viruses, malfunction, user error or where no adequate back-up copies have been kept
- loss or damage of any item owned or used totally or partly for business purposes or connected with any employment (except property defined as Office Equipment)
- loss or damage to any business stock
- any loss or damage that happened before the Period of Cover started
- loss or damage to any goods in transit, via postal, parcel delivery, courier or similar delivery service
- any loss or damage caused or allowed to be caused, deliberately or wilfully by You or any of Your Household, paying guest or tenant
- theft of personal effects from a vehicle, unless they are kept in a locked boot, locked glove compartment or concealed luggage compartment of a locked Motor Vehicle
- the cost of complying with building regulations, local authority or other statutory requirements, if a notice of the need to comply with any of them was served on You before the damage happened or if the notice relates to undamaged parts of your Buildings.
- any extra cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article, of the same type, colour or design including wall or floor coverings.

## General Terms and Conditions which apply to Parts A to D

#### Paying your premium

You must pay Us your premium (including Insurance Premium Tax).

#### Making a claim

You must tell Us as soon as possible about any event which may result in a claim under this Policy. Where the event is a riot, you must tell us within 7 days of the event occurring.

If You do not report any events to Us as soon as possible this could prejudice our position and could result in your claim not being paid.

Do not admit responsibility, make an offer or promise to pay a claim against You without our permission in writing.

Do not repair any damage without our consent.

Tell the police as soon as possible about:

- all incidents of accidental loss, theft, attempted theft or vandalism, damage or injury caused by malicious people.

#### We can do the following:

- defend or settle any legal action in your name, or in the name of any other person insured by this Policy
- recover any payment We make under the Policy to anyone else at our own expense and for our own benefit and We can do it in your name, or in the name of any other person insured by this Policy
- appoint a loss adjuster, restoration company, building surveyor, investigator or supplier to deal with your claim.

#### Your duty of care

Your Policy does not cover the cost of maintaining your property.

You must:

- keep your property in a good state of repair and do all You reasonably can to avoid any accident, theft, loss or damage
- do all that You reasonably can to prevent further loss or damage arising as a result of an insured event.

If We suspect You are not exercising a duty of care, We may refuse or reject your claim or We may cancel your Policy by giving You 7 days notice in writing.

#### Salvage/disposal of property

You must not dispose of any damaged property without our consent. We can enter any Building where there has been loss or damage and deal with any salvage in a reasonable manner. However, You cannot just abandon property for us to deal with.

If We settle a claim under Parts B, C and D of this Policy, any items subsequently recovered becomes our property.

#### Your duty to provide accurate and up to date information

You have a duty to take reasonable care to ensure information provided or confirmed to us before You enter in to, vary or renew your Policy is accurate and not misleading.

You also have a duty to ensure that all your Household Goods, High Risk Items, Personal Possessions and Specified Items are insured for the full replacement cost as new at all times.

When any of the information shown in your latest Schedule changes you must let us know.

If you fail to comply with these duties in a way that is deliberate or reckless We can void your Policy and refuse all claims under it and, unless it would be unfair to You for Us to do so, retain the premiums You have paid and recover any outstanding premiums. We will also have the right to recover any claims We have previously paid under the Policy.

If you fail to comply with these duties in a way that are careless:

- i) and the premium You paid was lower than it would have been. We can reduce the amount to be paid on a claim in proportion to the lower premium;
- ii) and/or We would have applied different or additional terms to your Policy, We can treat those terms as applying to your Policy (for example these terms could relate to an Excess, Exclusions or Endorsements);
- iii) Or We would not have offered you a Policy on any terms. We can void your Policy and refuse all claims under it.

If We become aware You have failed to comply with your duty in a way that is careless, We can apply these remedies to claims that are outstanding at that point. Going forward, if We do not void the Policy, where the remedies i) or ii) are available, We can either terminate the Policy by giving You at least 7 days written notice or choose to continue the Policy on the basis that the remedies in i) or ii) will apply. Where We choose to apply i) or ii) going forward, We will notify You of this and the revised terms which will apply for the date We specify in our notice. You will have a right to terminate the Policy with immediate effect at any time after receiving such a notice. If either of us terminate the Policy, provided no claim has or will be paid, an amount of premium proportionate to the remaining Period of Cover will be returned to You.

### **Sending us required information**

You must send Us every claim form, writ, summons, legal document or other letter about the claim as soon as You get it.

To help us deal with your claim We may ask You for information that is reasonably required to substantiate your claim. We will only ask You for information relevant to your claim such as: documentation, alternative written estimates, receipts, reports detailing the cause of damage, third party correspondence, photographs, and proof of ownership or value, valuations, crime reference numbers, dual insurance details, pre-purchase survey, item manuals, which are in your possession or easily obtainable.

If you fail to provide any of the information above, this could result in your claim being rejected or your policy being cancelled.

### **Fraud**

If You or anyone acting for You fraudulently or deliberately fails to disclose relevant facts that affect either the terms or conditions, the premium or whether We would accept cover, makes a claim in a fraudulent, false or exaggerated way, or where We are given any documents which are false or stolen We may:

- cancel or void your Policy and all other policies to which You are connected to with Us from the date the fraud occurred
- not pay any claim which is in any way fraudulent, false or exaggerated;
- aim to recover any costs We have incurred and not return any premium
- tell the police if We suspect fraud.

### **Other insurances**

Subject to the Exclusion under Part A, Section 5 if You a make a claim under this Policy and You were covered for the same loss, damage, or liability by any other insurance, We will only pay our share of the claim.

### **Cancellation of your home policy**

If You or We cancel your Home insurance Policy at any time, We will automatically cancel any Family Legal Protection, Home Emergency, Pest and Annual Travel You purchased with it.

All administration fees for the cancellation and changing of your policy details are specified in your latest Schedule.

### **What You must do**

To enable Us to cancel your Policy, We would prefer You to phone to tell Us in the first instance and You can do this by contacting our Customer Service department on 0845 604 4206.

Alternatively, You can also do this by writing to Us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

We will cancel your Policy from the date You have requested. Unfortunately We cannot backdate any cancellations.

Please note that if You cancel your direct debit this does not mean that You have cancelled your policy.

### **Within the 14 day cooling off period**

You have 14 days to cancel this Policy from the date You received your documents if You are a new customer or from your renewal date if You are an existing customer. If You do not exercise your right to cancel during the 14 day period your Policy will continue as normal.

We will refund the premium paid after deducting the administration fee to take into account our costs in providing your Policy.

If any incidents have arisen during the Period of Cover and a claim has been made by You, or against You, We will not refund any premium and, if You are paying by instalments, You must still pay Us the balance of the full annual premium.

### **Cancelling your cover after the 14 day cooling off period**

If You or We cancel after the first 14 days, We will keep an amount of premium in proportion to the time You have been on cover and will refund the rest to You after deducting the administration fee to take into account our costs in providing your Policy. If the balance is less than the administration fee You must pay Us the difference.

If any incidents have arisen during the Period of Cover and a claim has been made by You, or against You, We will not refund any premium and, if You are paying by instalments, You must still pay Us the balance of the full annual premium.

### **Our right to cancel your policy**

We have the right to cancel your Policy at any time by giving You 7 days notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address We have for You and will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Where We have been unable to collect a premium payment. In this case We will contact You in writing requesting payment by a specific date. If We do not receive payment by this date We will write to You again notifying You that payment has not been received and giving You 7 days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date your Policy will be cancelled. If payment is not received by that date We will cancel your Policy with immediate effect and notify You in writing that such cancellation has taken place;
- Where You are required in accordance with the terms of this Policy Booklet to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case We may issue a cancellation letter and We will cancel your Policy if You fail to co-operate with Us or provide the required information or documentation by the end of the 7 day cancellation notice period;
- Where there is a material failure by You to exercise the duty of care regarding your property as required by the paragraph headed 'Your duty of care' in the General Terms and Conditions section applying to Parts A to D of this Policy Booklet;
- Where We reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

### **Charges for failed direct debit payments**

If You pay your premium by instalments and We are unable to collect a payment due to insufficient funds in your account We will charge an administration fee to resubmit a request for payment.

### **Changes to your home Policy**

If You change your Policy details or cover at any time during the cover period, We may charge an administration fee. The administration fees are detailed in your latest Schedule.

## Complaints procedure

We always aim to get things right first time for our customers although We know that sometimes You will feel this hasn't happened. We want to hear about this so We have an opportunity to put things right for You.

If You need to complain We are committed to having an accessible complaints process where We will always try to resolve your complaint speedily and at the earliest possible stage.

If your complaint is about the Family Legal Protection, Home Emergency, Pest or Annual Travel refer to those sections in the Policy Booklet.

Often if You ring Us We can sort things out for You straight away, with this in mind please call Us first.

If it's about your claim, call 0845 604 4215

If it's about any other matter, call 0845 604 4206

Every effort will be made to resolve your complaint for You within 48 hours. On the rare occasions this can't be achieved then your complaint will be passed to our Customer Relations department, who act with the full authority of our Chief Executive.

Your complaint will be acknowledged upon receipt – telling You who will be managing your complaint and how long We expect this to take. Once their investigations are complete a final decision will be sent to You in writing. The address of our Customer Relations team is:

Customer Relations  
Sheilas' Wheels The Observatory Reigate  
Surrey  
RH2 0SG

If after considering our final response you are still dissatisfied, or on the rare occasion that a final decision hasn't been sent to you within eight weeks, You have the right to refer your complaint to the Financial Ombudsman Service. They are an independent body that arbitrates on complaints about general insurance products and other financial services. They can be contacted at:

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

Tel: 0300 1239 123 or 0800 0 234 567

email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service will handle most complaints You might have but there are some instances that fall outside of their authority.

## Optional Extras – Your Cover

Please read your latest Schedule to see if you are covered for any or all of the following sections:

- Part E Family Legal Protection
- Part F Home Emergency
- Part G Pest
- Part H Annual Travel

It is important that You read the general terms, conditions and exclusions that apply to Parts E to H of this Policy.

# Part E - Family Legal Protection

This part of the policy is underwritten by DAS Legal Expenses Insurance Company Limited.

This part of your policy only applies if You have chosen this cover and this is shown in your latest Schedule.

## The meaning of words and terms used in this part of your policy:

### Appointed representative

The Preferred law firm, law firm, accountant or other suitably qualified person We appoint to act on your behalf.

### Costs and expenses

- a) all reasonable and necessary costs chargeable by the appointed representative and agreed by Us in accordance with the DAS Standard Terms of Appointment
- b) the costs incurred by opponents in civil cases if You have been ordered to pay them, or You pay them with our agreement.

### Countries covered

- a) for insured incidents (2) Contract disputes and (3) Personal injury:  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey
- b) for all other insured incidents:  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

### Date of occurrence

- a) for civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it).
- b) for criminal cases, the date You began, or are alleged to have begun, to break the law
- c) for insured incident (5) Tax protection, the date when HM Revenue & Customs first notifies You in writing of its intention to make an enquiry.

### Period of Cover

The period for which We have agreed to cover You.

### Preferred law firm

A law firm or barristers' chambers We choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standards, which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable prospects

For civil cases, the prospects that You will recover losses or damages (or obtain any other legal remedy that We have agreed to including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or a Preferred law firm on our behalf, will assess whether there are Reasonable prospects.

### We, us, our

DAS Legal Expenses Insurance Company Limited.

### You, your

The person who has taken out Part E of this policy and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under Part E of this policy must have your agreement.

### Your Family Legal Protection cover

We agree to provide the insurance in Part E of the policy in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section.

PROVIDED THAT:

1. Reasonable prospects exist for the duration of the claim.
2. The Date of occurrence of the insured incident is during the Period of Cover.
3. Any legal proceedings will be dealt with by a court, or other body We agree to, within the Countries covered and;
4. The insured incident happens within the Countries covered.

### What we will pay

We will pay an Appointed representative, on your behalf, costs and expenses incurred following an insured incident, as long as:

- a) the most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- b) the most We will pay in costs and expenses is no more than the amount We would have paid to a Preferred law firm
- c) for an appeal or the defence of an appeal, You must tell Us within the time limits allowed that You want to appeal. Before We pay the costs and expenses for appeals, We must agree that Reasonable prospects exist
- d) for an enforcement of judgment to recover money and interest due to You after a successful claim under this policy, We must agree that Reasonable prospects exist; and
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in costs and expenses is the value of the likely award.

### What we will not pay

- a) in the event of a claim, if You decide not to use the services of a Preferred law firm, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us
- b) the first £250 of any claim for employment or for legal nuisance or trespass. You must pay this as soon as We accept the claim. Once a solicitor has been instructed on your behalf, should cover later be withdrawn for any reason, the excess is not refundable
- c) any claim where the Date of occurrence of the insured incident prior to inception of this section of policy cover.

Insured incidents we will cover	Exclusions:
<p><b>1. Employment disputes</b></p> <p>A dispute relating to your contract of employment.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>employers' disciplinary hearings or internal grievance procedures</li> <li>any claim relating solely to personal injury</li> <li>a settlement agreement while You are still employed</li> <li>the first £250 of any employment dispute.</li> </ul>
<p><b>2. Contract disputes</b></p> <p>A dispute arising from an agreement or an alleged agreement which You have entered into in a personal capacity for:</p> <ul style="list-style-type: none"> <li>buying or hiring in goods or services</li> <li>selling goods.</li> </ul> <p>PROVIDED THAT:</p> <ol style="list-style-type: none"> <li>You have entered into the agreement or alleged agreement during the period of insurance, and.</li> <li>The amount in dispute is more than £250 (including VAT).</li> </ol>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)</li> <li>the settlement payable under an insurance policy (We will negotiate if your insurer refuses your claim, but not for a dispute about the amount of the claim)</li> <li>a dispute arising from any loan, mortgage, pension, investment or borrowing</li> <li>a dispute over the terms of a lease, licence, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters</li> <li>a motor vehicle owned by or hired or leased to You.</li> </ul>
<p><b>3. Personal Injury</b></p> <p>A specific or sudden accident that causes your death or bodily injury to You.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>illness or bodily injury that happens gradually</li> <li>psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to You</li> <li>defending your legal rights, but We will cover defending a counter-claim</li> <li>clinical negligence.</li> </ul>

Insured incidents We will cover	Exclusions:
<p><b>4. Property protection</b></p> <p>A civil dispute relating to your principal home, or personal possessions that You own, or are responsible for following:</p> <ol style="list-style-type: none"> <li>an event that causes physical damage to such property, provided that the amount in dispute is more than £250</li> <li>a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it)</li> <li>a trespass.</li> </ol> <p>PROVIDED THAT:</p> <p>You have established the legal ownership or right to the land that is the subject of the dispute.</p>	<p>a) any claim relating to the following:</p> <ul style="list-style-type: none"> <li>a contract You have entered into</li> <li>any building or land except your main Home</li> <li>someone legally taking your property from You, whether You are offered money or not, or restrictions or controls placed on your property by any government or public or local authority</li> <li>work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage</li> <li>mining subsidence</li> <li>adverse possession (meaning the occupation of any building or land either by someone trying to take possession from You or of which You are trying to take possession)</li> </ul> <p>b) defending a claim relating to an event that causes physical damage to property, but We will cover defending a counter-claim.</p> <p>c) the first £250 of any claim for legal nuisance or trespass. This is payable as soon as We accept the claim.</p>
<p><b>5. Tax protection</b></p> <p>A comprehensive examination by HM Revenue &amp; Customs that considers all areas of your self-assessment tax return, but not enquiries limited to one or more specific area.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"> <li>if You are self-employed, or a sole trader, or in a business partnership</li> <li>an investigation or enquiries by HM Revenue &amp; Customs Specialist Investigations or the HM Revenue &amp; Customs Prosecution Office.</li> </ul>
<p><b>6. Jury service and Court attendance</b></p> <p><b>1.</b> Your absence from work:</p> <ol style="list-style-type: none"> <li>to attend any court or tribunal at the request of the Appointed representative</li> <li>to perform jury service</li> </ol> <p>The maximum We will pay is your net salary or wages for the time that You are absent from work less any amount the court gives You.</p> <p><b>2.</b> We will pay the fees of a registered childminder while You are attending jury service, up to a maximum of eight hours per day.</p>	<p>Any claim if You are unable to prove your loss.</p>

## Insured incidents we will cover

### 7. Legal defence

Costs and expenses to defend your legal rights:

- a) if an event arising from your work as an employee leads to:
  - You being prosecuted in a court of criminal jurisdiction
  - civil action being taken against You under discrimination legislation
  - civil action being taken against you under section 13 of the Data Protection Act 1998.
- b) if an event leads to You being prosecuted for an offence connected with the use, or driving of a motor vehicle.
- c) We will represent You in an appeal, following the non admittance of your child by a school, arranged under Section 94 of the School Standards and Framework Act 1998 as amended by Section 50 and 51 of the Education Act 2002.

## Exclusions:

Any claim relating to the following:

- parking or obstruction offences
- your driving of a motor vehicle that you do not have valid motor insurance for.

### How to make a claim

If You need to make a claim under Part E of this policy, phone Us on 0845 604 4225 and We will give You a reference number. At this point We will not be able to tell You whether You are covered but will pass the information You have given Us to our claim handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before We have agreed that You should do so. If You do, We will not pay the costs involved even if We accept the claim.

### Cancellation of your Family Legal Protection cover

#### What you must do

To enable Us to cancel your Policy, We would prefer You to phone to tell Us in the first instance and You can do this by contacting Customer Services on 0845 604 4206.

Alternatively, You can do this by writing to Us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

We will cancel your policy from the date You have requested. Unfortunately We cannot backdate any cancellation.

When You or esure Services Ltd cancel the Family Legal Protection section of your policy esure Services Ltd will refund your premium as follows:

#### Within the 14 day cooling off period

You have 14 days to cancel the Family Legal Protection section of your Policy from the date You receive your documents if You are a new customer, or from your renewal date if You are an existing customer. If You do not exercise your right to cancel during the 14 day period, this section will continue as normal.

We will refund the premium paid.

#### Cancelling your cover after the 14 days cooling off period

If You or esure Services Ltd cancel after the first 14 days esure Services Ltd will keep an amount of premium in proportion to the time You have been on cover and will refund the rest to You.

## Our right to cancel your policy

esure Services Ltd have the right to cancel your policy at any time by giving You 7 days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for You and will set out the reason for cancellation in the letter. Valid reasons may include but are not limited to:

- Where esure Services Ltd are unable to collect a premium payment. In this case esure Services Ltd will contact You in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to You again notifying You that payment has not been received and giving You 7 days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date your policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel your policy with immediate effect and notify You in writing that such cancellation has taken place;
- Where You are required in accordance with the terms of Part E Family Legal Protection of this Policy booklet to co-operate with Us, or send Us information or documentation and, You fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel your policy if you fail to co-operate with Us or provide the required information or documentation by the end of the 7 day cancellation notice period;
- Where we reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our or esure Services Ltd, staff or suppliers.

## General Exclusions which apply to Part E Family Legal Protection:

### 1. Late reported claims

A claim where You have failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable prospects of a claim, or We consider our position has been prejudiced.

### 2. Costs not agreed by Us

Costs and expenses incurred before our written acceptance of a claim.

### 3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders You to pay.

### 4. Legal action not agreed by Us

Any legal action You take that We or the Appointed representative have not agreed to, or where You do anything that hinders Us or the Appointed representative.

### 5. Defamation

Any claim relating to written or verbal remarks that damage your reputation.

### 6. Disputes with Us or esure

A dispute with Us or esure Insurance Limited or esure Services Limited not otherwise dealt with under condition 8.

### 7. Judicial review

Costs and expenses arising from, or relating to, a judicial review, coroner's inquest or fatal accident inquiry.

### 8. Nuclear, war and terrorism risks

A 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
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

- c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 9. Litigant in person

Any claim where You are not represented by a law firm, barrister or tax expert. Any Barrister must be instructed via a solicitor. We will not cover any cost where You have directly appointed a barrister.

## Conditions which apply to Part E Family Legal Protection

### 1. Your legal representation

- a) on receiving a claim, if legal representation is necessary, We will appoint a Preferred law firm or in-house lawyer as your Appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court
- b) if the appointed Preferred law firm or in-house lawyer cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may choose a law firm to act as the Appointed representative
- c) if You choose a law firm as your Appointed representative who is not a Preferred law firm We will give your choice of law firm the opportunity to act on the same terms as a Preferred law firm. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment
- d) the Appointed representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

### 2. Your responsibilities

- a) You must co-operate fully with Us and the Appointed representative
- b) You must give the Appointed representative any instructions that We ask You for.

### 3. Offers to settle a claim

- a) You must tell Us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent
- b) if You do not accept a reasonable offer to settle a claim, We may refuse to pay further legal costs
- c) We may decide to pay You the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances You must allow Us to take over and pursue or settle any claim in your name. You must also allow Us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and You must give Us all the information and help We need to do so
- d) where a settlement is made on a without-costs basis We will decide what proportion of that settlement will be regarded as costs and expenses and payable to Us.

### 4. Assessing and recovering of costs

- a) You must instruct the Appointed representative to have legal costs taxed, assessed or audited if We ask for this
- b) You must take every step to recover costs and expenses and court attendance and jury service expenses that We have to pay and must pay Us any amounts that are recovered.

### 5. Cancelling a representative's appointment

If the Appointed representative refuses to continue acting for You with good reason, or if You dismiss the appointed representative without good reason, the cover We provide will end immediately, unless We agree to appoint another Appointed representative.

### 6. Withdrawing cover

If You settle or withdraw a claim without our agreement, or do not give suitable instructions to the Appointed representative, We can withdraw cover and will be entitled to reclaim from You any costs and expenses We have paid.

## 7. Expert opinion

We may require You to get, at your own expense, an opinion from an expert that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the cost agreed in writing between You and Us. Subject to this, We will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that You will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence.

## 8. Arbitration

If there is a disagreement between You and Us about the handling of a claim and it is not resolved through our internal complaints procedure, You can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by You and Us. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide.

## 9. Observing the policy terms

You must:

- a) keep to the terms and conditions of Part E of this policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything We ask for, in writing
- e) report to Us full and factual details of any claim as soon as possible and give Us any information We need.

## 10. Fraudulent claims

We will, at our discretion, void Part E of this policy (make it invalid) from its start date or from the date of claim, or alleged claim, or We will not pay the claim if:

- a) a claim You have made to obtain benefit under Part E of this policy is fraudulent or intentionally exaggerated.
- b) a false declaration or statement is made in support of a claim.

## 11. Claims under Part E of this policy by a third party

Apart from Us, You are the only person who may enforce all or any part of Part E 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.

## 12. Other insurances

If any claim covered under Part E of this policy is also covered by another policy, or would have been covered if Part E of this policy did not exist, We will only pay our share of the claim even if the other insurer refuses the claim.

## 13. Law that applies

Part E of this policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where You normally live. Otherwise the law of England and Wales will apply.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands, as appropriate.

## Counselling service

This service provides confidential counselling over the phone, including where appropriate, onward referral to relevant voluntary and/or professional services (at your expense). The service covers such issues as relationship difficulties, counselling for emotional issues surrounding debt, bereavement, drug abuse and post trauma counselling following critical incidents such as accidents, redundancy, burglary, etc.

DAS is a corporate member of the British Association for Counselling and Psychotherapy (BACP) and all counsellors will adhere to the Ethical Framework for Good Practice in Counselling and Psychotherapy and practice as laid down by this Association.



To contact the counselling service please call 0845 604 4229.

Lines are open 24 hours a day, 7 days a week.

Calls to the counselling service are not recorded.

### **Health & Medical information service**

This service provides information on health and fitness matters and non-diagnostic advice on medical matters. Advice can be given on allergies, side effects of drugs and how to improve general fitness. Information is held on self-help groups and NHS dentists.

To contact the health and medical information service please call 0845 604 4225.

Lines are open 24 hours a day, 7 days a week.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

DAS and/or Sheilas' Wheels will not accept responsibility if the helpline services fail for reasons beyond their control. Please do not phone the helpline services to report a general insurance claim.

### **Data Protection**

To provide and administer the legal expenses insurance We must process your personal data (including sensitive personal data such as convictions) that We collect from You in accordance with our privacy policy.

To do so, We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give You legal advice, We may have to send your information outside the European Economic Area.

In doing this, We will comply with the Data Protection Act 1998. Unless required by law or by professional body, We will not disclose your personal data to any other person or organisation without your written consent.

For any questions or comments, or requests to see a copy of the information We hold about You, please write to the Group Data Protection Controller at our Head Office address shown below

### **How to make a complaint**

We always aim to give you a high quality service. If You think We have let You down, please write to our Customer Relations Department at our Head Office address below.

Or you can phone Us on 0844 893 9013 or email Us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of our internal complaint-handling procedures are available on request.

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: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

### **Our address**

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH Registered in England and Wales, number 103274.

### **Regulatory Status**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, number 202106.

## Part F - Home Emergency

This part of the policy is underwritten by DAS Legal Expenses Insurance Company Limited. This part of your policy applies if you have chosen this cover and this is shown in your latest Schedule. We agree to provide the insurance in Part F of the policy in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section.

### **Meaning of words and terms**

#### **Home**

Your main Home situated within the United Kingdom

#### **Main heating system**

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

#### **Period of Cover**

The period for which We have agreed to cover You.

#### **Plumbing and drainage**

The cold-water supply and drainage system within the boundary of your Home and for which You are legally responsible. This does not include:

- (a) pipes for which your water supply or sewerage company are responsible;
- (b) rainwater drains and soakaways.

#### **We, us, our**

DAS Legal Expenses Insurance Company Limited.

#### **You, your**

The person who has taken out Part F of this policy and any member of their family who always lives with them. This includes unmarried partners. Anyone claiming under Part F of this policy must have your agreement.

#### **Your Home Emergency cover**

This section covers You for insured incidents that are sudden, unexpected and require immediate corrective action to:

- prevent damage or further damage to your Home;
- make your Home safe or secure; or
- relieve unreasonable comfort, risk or difficulty to You

Your policy only covers You for insured incidents that happen during the Period of Cover.

We will pay up to £500 (including VAT) for the call out charge, labour costs, parts and materials to provide help with an insured incident.

If your Home remains uninhabitable overnight following an insured incident, We will pay up to £250 for hotel accommodation on a room-only basis for You.

## Insured incidents we will cover

### Plumbing and drainage

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

### Main heating system

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

## Exclusions:

- any event or matter arising before the start of this part of your policy
- any normal day-to-day home maintenance which You should carry out or pay for (such as servicing of heating or hot-water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention
- the cost of redecorating, or cosmetic repairs to parts or equipment in your Home
- any claim where you have left your Home unoccupied for 30 consecutive days or more
- any claim arising from your failure to comply with our instructions in respect of the assistance being provided
- any costs incurred before You have notified us of a home emergency
- claims arising from any wilful or negligent act or omission by You
- any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use

## Insured incidents we will cover

### Toilet unit

Impact damage to, or mechanical failure of, a toilet bowl or cistern in your Home which results in complete loss of function of the only or of all toilets in your Home.

### Home security

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

### Lost keys

The loss of the only available set of keys to your Home if You cannot replace them or gain normal access.

## Exclusions:

- claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer
- the malfunction or blockage of septic tanks, cesspits or fuel tanks
- damage incurred in gaining necessary access to, or in reinstating the fabric of your Home
- any costs or expenses arising out of subsidence, landslip or heave
- damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings
- any claim related to your failure to purchase or provide sufficient gas, electricity or other fuel source
- any costs incurred where our approved contractor has attended but your Home was unoccupied
- home emergencies caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear part of it
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
- pollution or contamination of any kind.

## How to make a claim

Before asking for help, please check the problem is covered under Part F of this policy. It is important that You contact our assistance centre as soon as possible after the home emergency and within 48 hours of becoming aware of this problem. Our phone lines are open 24 hours a day, 365 days a year.

To claim under Part F of this policy, please phone Us on 0845 604 4226 and state:

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

When You have given Us details of your claim and We have accepted it, We will arrange for one of our approved contractors to help You as quickly as possible. We will tell You what to do next.

All phone calls to Us are monitored and recorded as part of our training and quality assurance programmes. By using this service you are agreeing to Us recording your call.

Please note that remote locations and bad weather may affect our normal standards of service.

## **Cancellation of your Home Emergency cover**

### **What you must do**

To enable Us to cancel your Policy, We would prefer You to phone to tell Us in the first instance and You can do this by contacting Customer Services on 0845 604 4206.

Alternatively, You can do this by writing to Us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

We will cancel your policy from the date You have requested. Unfortunately We cannot backdate any cancellation.

When You or esure Services Ltd cancel the Home Emergency section of your policy esure Services Ltd will refund your premium as follows:

### **Within the 14 day cooling off period**

You have 14 days to cancel the Home Emergency section of your policy from the date You receive your documents if You are a new customer, or from your renewal date if You are an existing customer. If You do not exercise your right to cancel during the 14 day period, this section will continue as normal.

We will refund the premium paid.

### **Cancelling your cover after the 14 day cooling off period**

If You or esure Services Ltd cancel after the first 14 days esure Services Ltd will keep an amount of premium in proportion to the time You have been on cover and will refund the rest to You.

### **Our right to cancel your policy**

esure Services Ltd have the right to cancel your policy at any time by giving you 7 days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for you and will set out the reason for cancellation in the letter. Valid reasons may include but are not limited to:

- Where esure Services Ltd are unable to collect a premium payment. In this case esure Services Ltd will contact You in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to You again notifying You that payment has not been received and giving You 7 days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date your policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel your policy with immediate effect and notify You in writing that such cancellation has taken place;
- Where You are required in accordance with the terms of Part F of this policy booklet to co-operate with Us, or send Us information or documentation and, You fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel your policy if you fail to co-operate with Us or provide the required information or documentation by the end of the 7 day cancellation notice period;
- Where We reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our or esure Services Ltd, staff or suppliers.

### **Conditions which apply to Part F Home Emergency**

1. Claims must be reported to Us soon as possible and no later than 48 hours after You first become aware of the insured incident
2. You must keep to the terms and conditions of this part of the policy.
3. You must maintain your Home and all domestic equipment in good condition and carry out or arrange for regular inspections and preventative maintenance to the fabric and structure, and take all reasonable steps to avoid or minimise any claim
4. We will make every effort to provide the service at all times, but We will not be responsible for any liability arising from a breakdown of the service for reasons We cannot control
5. We will not pay for any losses which are not directly covered by the terms and conditions of this section. For example We will not pay to replace carpet damaged by a leak or for time taken off work because of an insured incident
6. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this insurance did not exist

7. this Home Emergency cover will be governed by English law. If You live in England or Wales, the courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between You and Us. If You live in Scotland, the courts of Scotland will have exclusive jurisdiction to adjudicate on any dispute between You and Us.

### **How to make a complaint**

We always aim to give You a high quality service. If you think We have let You down, please write to our Customer Relations Department at our Head Office address below.

Or You can phone Us on 0844 893 9013 or email Us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of our internal complaint-handling procedures are available on request.

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: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

### **Our address**

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

### **Regulatory Status**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, number 202106.

# Part G - Pest

This part of the policy is underwritten by DAS Legal Expenses Insurance Company Limited. This part of your policy applies if You have chosen this cover and this is shown in your latest Schedule. We agree to provide the insurance in Part G of the policy in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section.

## Meaning of words and terms

### Contractor

A qualified person approved and instructed by Us to carry out work for You.

### Contractor's charges

The cost of the Contractor's call-out charge and labour charges, in dealing with the Emergency.

### Emergency, emergencies

A sudden and unforeseen infestation of your house by pests that if not dealt with quickly may:

- a) cause risk to your health and/or damage to your house; or
- b) make the house uninhabitable.

### First period of insurance

The first period of this insurance which has remained continuously in force

### Helpline

The Helpline operated by Us.

### Period of insurance

The period for which We have agreed to insure You.

### Pest(s):

- a) wasps' and/or hornets' nests
- b) rats
- c) mice; or
- d) grey squirrels; or
- e) bed bugs.

### We, Us, Our

DAS Legal Expenses Insurance Company Limited.

### You, Your

The person who has taken out Part G of this policy and any member of their family who always lives with them. This includes unmarried partners. Anyone claiming under Part G of this policy must have your agreement.

## Insured incidents we will cover

We will pay the Contractor's charges subject to an overall limit of £150, including VAT, per claim for the extermination and/or control of wasps' and/or hornets' nests, rats, mice or grey squirrels in the event of an Emergency.

We will pay the Contractor's charges subject to a maximum of 3 treatments and an overall limit of £200, including VAT, per claim for the treatment/extermination of bed bugs in one infested area in the event of an Emergency.

The emergency must happen at least 14 days after the start of the first period of insurance.

We will treat all emergencies linked by cause or time as one emergency.

Provided that:

- The Emergency must happen at least 14 days after the start of the First period of insurance.
- We will treat all Emergencies linked by cause or time as one Emergency.

## Exclusions:

We will not pay for claims, arising directly or indirectly from or relating to:

- an event which is not an Emergency
- any decorative or cosmetic part of any equipment
- your own negligence or deliberate act
- the house being left unoccupied for 30 consecutive days or more
- costs incurred where our approved Contractor has attended but your home was unoccupied
- any infestation in a garden or outbuilding or garage not attached to the main home
- the interruption or disconnection of utility services to the house however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks
- loss or damage to any property or any other direct or indirect loss or damage of any kind
- where at or before the start of the First period of insurance in our reasonable opinion You were aware that a claim was likely to be made
- your failure to follow recommendations made by Us or by the Contractor on pest prevention and hygiene measures
- charges incurred before You have notified Us of an Emergency and charges where We have incurred extra expense as a result of your failure
- fraud or where false information has been provided to Us
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component
- pollution or contamination of any kind
- the cost of replacing or taking away a bed bug infested mattress.

## Making a claim

All requests for assistance must be made to the Helpline otherwise the claim will not be covered.

The Helpline will discuss with You the assistance You require and obtain a suitable Contractor provided that the work is not prevented by any of the following:

- a) adverse weather conditions
- b) industrial disputes (official or otherwise)
- c) failure of the public transport system, including the road and railway networks and repairs to them
- d) other circumstances preventing access to the house or making it impractical to carry out the necessary work.

The Helpline and the Contractor will have reasonable discretion as to when and how work is undertaken.

An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services.

If You have followed the correct claims procedure above, the Contractor will charge the cost of all work covered by this insurance directly to Us subject to the policy limit.

To claim under Part G of this policy, please phone Us on 0845 604 4227 and state:

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

When You have given us details of your claim and We have accepted it, We will arrange for one of our approved Contractors to help You as quickly as possible. We will tell You what to do next.

All phone calls to Us are monitored and recorded as part of our training and quality assurance programmes. By using this service You are agreeing to Us recording your call.

## Cancellation of your Pest cover

### What you must do

To enable Us to cancel your Policy, We would prefer You to phone to tell us in the first instance and You can do this by contacting Customer Services on 0845 604 4206.

Alternatively, You can do this by writing to us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

We will cancel your policy from the date You have requested. Unfortunately we cannot backdate any cancellation.

When You or esure Services Ltd cancel the Pest section of your policy esure Services Ltd will refund your premium as follows:

### Within the 14 day cooling off period

You have 14 days to cancel the Pest section of your policy from the date You receive your documents if You are a new customer, or from your renewal date if You are an existing customer. If You do not exercise your right to cancel during the 14 day period, your policy will continue as normal.

We will refund the premium paid.

### Cancelling your cover after the 14 day cooling off period

If you or esure Services Ltd cancel after the first 14 days, esure Services Ltd will keep an amount of premium in proportion to the time You have been on cover and will refund the rest to You.

### Our right to cancel your policy

esure Services Ltd have the right to cancel your policy at any time by giving You 7 days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for You and will set out the reason for cancellation in the letter. Valid reasons may include but are not limited to:

- Where esure Services Ltd have been unable to collect a premium payment. In this case esure Services Ltd will contact You in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to You again notifying You that payment has not been received and giving You 7 days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date your policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel your policy with immediate effect and notify You in writing that such cancellation has taken place;

- Where You are required in accordance with the terms of Part G of this policy booklet to co-operate with Us, or send Us information or documentation and, You fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel your policy if You fail to co-operate with Us or provide the required information or documentation by the end of the 7 day cancellation notice period;
- Where We reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our or esure Services Ltd, staff or suppliers.

## Conditions which apply to Part G Pest

### 1. Your duties

You must:

- a) take reasonable care of and maintain the house and its equipment in good order and take all reasonable steps to prevent loss or damage; and
- b) co-operate with Us at all times and provide Us with all information that We request from You.

We may take proceedings at our own expense in your name to recover any money paid under this insurance. If You fail to comply with these conditions, the insurer may refuse to pay any claim or part of a claim arising as a result of your failure.

### 2. Premium

The policyholder named in the Schedule must have paid the relevant premium.

### 3. Waiver

If We waive any right or breach of any term of this policy, this will not waive any other right or later breach.

### 4. Transferring your rights

You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

### 5. The law that applies

This Pest cover will be governed by English law. If You live in England or Wales, the courts of England and Wales will have exclusive jurisdiction to adjudicate on any dispute between You and Us. If You live in Scotland, the courts of Scotland will have exclusive jurisdiction to adjudicate on any dispute between You and Us.

## How to make a complaint

We always aim to give You a high quality service. If You think We have let You down, please write to our Customer Relations Department at our Head Office address below.

Or You can phone Us on 0844 893 9013 or email Us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of our internal complaint-handling procedures are available on request.

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: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

### Our address

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH Registered in England and Wales, number 103274.

### Regulatory Status

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, number 202106.

# Part H - Annual Travel Insurance

This Sheilas' Wheels Travel Insurance policy is arranged by esure Services Limited and administered by Cigna Insurance Services (Europe) Limited trading as FirstAssist Insurance Services and underwritten by CIGNA Europe Insurance Company S.A.-N.V.

This part of your policy (Part H) applies if you have chosen this cover and this is shown in your latest policy schedule.

We agree to provide the insurance in Part H - Worldwide Annual Travel Insurance, Sections 1-13 of the policy, subject to the terms, conditions and exclusions. Unless stated otherwise, the policy limits outlined in this document apply to each insured person.

## Need medical help abroad?

### Call us first on +44 (0) 208 763 4901

For emergencies: if you are taken by ambulance to hospital following an emergency call, you, your travelling companion or doctor/nurse should call us as soon as possible once you have been admitted to hospital.

For non-emergencies: if you need a GP, or need to go to A&E or a clinic, **call us first** before you try to locate help, so we can guide you to the safest and most appropriate source of treatment.

**Important note:** it may affect your claim if you, your travelling companion or a doctor/nurse does not contact us on the number above. We do not cover any costs over £500 where prior agreement regarding treatment has not been obtained from us on the above number.

### Before you travel...

We recommend that before you go overseas, you check the FCO web site at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo). It is packed with essential travel advice and tips, and up-to-date country specific information.

### Reciprocal health agreement

If you are travelling to countries in the European Union (except for the UK), Iceland, Lichtenstein, Norway or Switzerland, we recommend that you take a valid European Health Insurance Card (EHIC) with you, which entitles you to reduced cost or sometimes free state provided healthcare in those countries, under a reciprocal agreement between the UK and them. It's easy to apply for an EHIC. Just go online at [www.nhs.uk/ehic](http://www.nhs.uk/ehic) or call 0300 330 1350.

If you use your EHIC for healthcare, we will waive the excess under Section 3 - Medical and repatriation expenses.

If you require medical treatment in Australia or New Zealand, you must enrol with a local Medicare office. You do not need to enrol on arrival but you should do so after the first occasion you receive treatment. Inpatient and out patient treatment at a public hospital is then available free of charge. You will find details of how to enrol and the free treatment available online at [www.nhs.uk/ehic](http://www.nhs.uk/ehic)

## Meaning of words and terms

The following definitions are in addition to or may replace those shown on pages 2 – 6 of the policy booklet:

### Accident

A sudden, unexpected, specific, violent, external, visible event which occurs at a single identifiable time and place and also exposure resulting from mishap to the conveyance in which the insured person is travelling.

### Appointed representative

The lawyer or other suitably qualified person, who has been appointed to act for you in accordance with the terms of Part H, Section 11 - Legal expenses.

### Baggage

Each of your suitcases (or containers of a similar nature) and their contents and articles you are wearing or carrying which are owned by you, including your valuables.

### Bodily injury

Bodily injury (other than where directly or indirectly caused by illness or disease) which is caused solely and directly by accidental means that within twelve months from the accident date results in the death, total loss of sight or limbs or permanent total disablement of the insured person.

### Close business colleague

An associate in the same employment as you in the United Kingdom, whose absence from work or place of employment, as certified by a senior manager or principal of the business, necessitates your return to the United Kingdom.

### Costs and expenses

All reasonable and necessary costs charged by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if you have been ordered to pay them with our agreement.

### Date of occurrence

For civil cases, the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause then the date of occurrence is the date of the first of these events.

### Excess

The first £50 of each and every claim, for each separate incident, for each insured person, which is not covered under certain Sections of the policy. Under Section 11 – Legal expenses an excess of £250 applies.

### Family

You, your wife, husband, partner, joint named policyholder and any of your children (including foster children) all of which live permanently with you at the insured address. Children are not covered for independent travel.

### FirstAssist

FirstAssist Insurance Services, is a trading style of Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England and Wales No. 04617110. Registered Office: Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority register number 310671.

### Hazardous sports, pursuits or activities

Any sport, pursuit or activity where it is recognised that there is an increased risk of serious injury or it can be reasonably expected to aggravate any existing infirmity. Please refer to the Hazardous Activities section for more details.

### Home

Your permanent place of residence within the UK as stated on your latest Schedule.

### Insured person, you, your

The Sheilas' Wheels home insurance policyholder and their family permanently living with them.

### Insurer

CIGNA Europe Insurance Company S.A.-N.V.

### Medical condition

Any disease, illness or injury.

### Pair or set

Two or more items of baggage (including valuables) which are complementary or used or worn together.

### Personal money

Bank and currency notes, cash, cheques, postal and money orders, current postage stamps and coupons or vouchers which have a monetary value.

### Pre-existing medical conditions

This policy does not cover claims arising from a pre-existing medical condition or an associated condition.

A pre-existing medical condition is a medical condition for which: -

- you have been prescribed medication;
- you are being referred to, treated by or under the care of a Healthcare Specialist e.g. General Practitioner, Hospital Specialist/Consultant, Nurse, Osteopath, Chiropractor, Acupuncturist, Physiotherapist;
- you are waiting for treatment or the results of any tests or investigations whether diagnosed or not;
- any condition linked directly or indirectly to any form of cancer.

An associated condition is a condition that can be linked to another condition for example, ischaemic heart disease and angina, heart attack and heart failure.

### For a relative, close business colleague, travel companion or person with whom you had arranged to stay, who is not insured but whose health may affect the trip

If, at the time of taking out your policy or booking a trip, whichever was the later, your relative, close business colleague, travel companion or person with whom you had arranged to stay, had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months.

We will not pay for any claim you (or any insured person) make, that has anything to do with that medical condition.

### Public transport

Train, bus, coach, ferry service or airline flight operating to a published timetable.

### Redundancy

Being made unemployed under the current UK redundancy payment legislation (where you or your travelling companion have been continuously employed on a permanent basis by the same employer and are not on a short-term fixed contract) and you, or your travelling companion have been given a notice of redundancy and are receiving payment under the current redundancy payments legislation and at the time of booking the trip or taking out this insurance you, or your travelling companion had no reason to believe that you, or your travelling companion would be made redundant.

### Relative

Husband, wife, civil partner, son, daughter, parent, brother, sister, grandparent, grandchild, parent-in-law, fiancé(e) or co-habiting partner.

### Ski equipment

Skis (including bindings), snow boards, boots and ski poles.

### Trip(s)

The period of time spent away from your home on pre-booked travel.

The maximum duration of any one trip is 30 days. There is absolutely no cover offered by the policy whatsoever for trips which are longer than 30 days per trip. This would include not insuring you for any part of a trip which is longer than 30 days in duration. Trips within the UK and Channel Islands are covered when their duration exceeds 2

consecutive days, there is pre-booked accommodation for at least 2 nights and they are more than a 40 mile radius from your home.

Winter sports cover – Where winter sports cover has been purchased you are covered for up to 17 days in total during the period of cover.

### Valuables

Cameras, photographic equipment, camcorders, DVD players, video, telephone and tele-communications equipment, radios, cassette players, CD players, audio equipment, computers, computer games machines, MP3 players, electronic personal organisers, binoculars, telescopes, mobile telephones, antiques, jewellery, watches, furs, precious or semi-precious stones, articles made of or containing gold, silver or other precious metals, films, tapes, cassettes, cartridges, discs or compact discs.

### We, us, our

FirstAssist who administer the insurance on behalf of the insurer.

## Hazardous activities

This travel insurance policy provides cover for most hazardous activities.

Covered	Covered if professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions.	Not covered
Aerobics Badminton Baseball Basketball Boogie boarding Bowls Cricket Croquet Curling Cycling (no racing) Fell walking Fishing Golf Ice skating Jogging Manual work at ground level involving no machinery* Marathon running Mountain biking on recognised routes Rambling Rounders	Abseiling Archery Banana boating Black water rafting Bungee jumping Canoeing/kayaking (no white water) Clay pigeon shooting* Fencing Flotilla sailing* (with professional leader) Go karting* Gymnastics Hiking between 4,000m and 6,000m Horse riding (no jumping)* Hot air ballooning Indoor rock climbing (with belays) Jet biking* Jet skiing* Paint balling Parascending over water Pony trekking* River tubing (no white water) Shooting (not big game)*	Base jumping Big game hunting BMX stunt riding Bouldering Boxing Canyoning Caving/pot holing Coasterring Cycle racing Flying except as a fare paying passenger Free/high diving Gliding Hang gliding Horse jumping/hunting Judo/karate/martial arts Kite surfing Lacrosse Micro lighting Motor cycling unless on machines of less than 125cc and where you have held a motorcycle licence for at least 3 years and are conviction free and are wearing a helmet* Mountaineering

Covered	Covered if professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions.	Not covered
Sailing (within territorial waters)* SCUBA diving (down to 30m accompanied by a qualified diver or instructor) Snorkelling Softball Squash Surfing Swimming Table tennis Tennis Ten pin bowling Volleyball Walking Water polo Windsurfing (within territorial waters)*	Sleigh riding as a passenger Swimming with dolphins Trampolining Water skiing (no jumping) White water rafting Ziplining/Zipwiring Zorbing	Organised team sports unless otherwise listed Parachuting Paragliding Parascending over land Participation in competition unless agreed by us Polo Professional/semi professional sports Quad biking Rock climbing Sailing outside territorial waters Scuba diving below 30m Shark diving Street hockey Water ski jumping Weightlifting Wrestling
<p><b>Winter sports</b></p> <p>Winter sports (other than curling or ice skating) are excluded unless an additional premium has been paid and accepted as shown in your latest schedule. Where winter sports cover has been purchased you are covered for up to 17 days in total for winter sports travel per insurance period. The following activities are covered:</p> <ul style="list-style-type: none"> <li>• On piste skiing or snowboarding on piste</li> <li>• Off-piste skiing or snowboarding where accompanied by a qualified guide or instructor</li> <li>• Cross country skiing on recognised routes and with a guide</li> <li>• Ski racing arranged by ski schools for their pupils</li> <li>• Sledging</li> </ul> <p>Examples of winter sports activities not covered are:</p> <ul style="list-style-type: none"> <li>• Bobsleighing</li> <li>• Heli skiing</li> <li>• Ice hockey</li> <li>• Luge</li> <li>• Use of skeletons</li> <li>• Ski acrobatics</li> <li>• Ski jumping</li> </ul>		

\* Section 12 Personal liability does not apply.

## Important information about your policy

### Automatic extension of the period of cover

Your policy automatically extends to provide cover if you are unable to return home by the end of the insurance period due to your death, injury or illness or if there is a public transport delay.

### Age Eligibility

This Annual Travel insurance policy is not available to anyone aged 70 or over at the time of purchasing this policy cover. If an insured person reaches the age of 70 during the period of insurance, cover for the insured person will continue until the next renewal date but not thereafter.

### Geographical Limits

Cover is provided on a worldwide basis

### Operation of Cover

Part H, section 1 - Cancellation cover, is effective from the date of booking any travel or accommodation for a trip where the event giving rise to the cancellation occurs during the period of cover.

Cancellation cover terminates upon the commencement of your trip.

All other Sections are effective from the time the insured person leaves their home or business in the United Kingdom (whichever is left last) and shall continue until the insured person returns to a) their home or business or b) a hospital or nursing home in the United Kingdom following their repatriation (whichever is reached first) but both events must occur during the trip duration and period of cover (except where there is an automatic extension of the period of cover).

### Pre existing Medical Conditions

Pre existing medical conditions or associated conditions are not covered by this policy. Please refer to meaning of words and terms, pre existing medical conditions.

We will not pay for any claim you (or any insured person) make, that has anything to do with that medical condition.

### How to notify us of a claim

To tell us about a claim, please call us on 0845 606 1890 within 31 days of your return home, unless the claim is for medical expenses, (please see below).

- For all claims, you will need to provide your original booking invoice/receipt.
- For any claim which is the result of accident, bodily injury or illness, you will be required to provide supporting medical verification.

You will also need to provide the following documents depending on which section of the policy you are claiming under:

### Cancellation

- Original airline tickets (if full cost of trip is claimed).
- Cancellation invoice.
- For claims resulting from death, a copy of the death certificate.
- For claims resulting from redundancy, a letter from your employer confirming notification date of redundancy and that you qualify for payments under redundancy legislation.

### Curtailment

- For claims resulting from death by accident, a copy of the death certificate.

Please note that you must contact us prior to leaving the trip destination for your return home.

### Medical expenses

You or your travelling companion or doctor/nurse must notify us on +44 (0) 208 763 4901 as soon as possible, of your being admitted to a hospital or clinic abroad as an inpatient, or if your medical expenses are likely to exceed



£500. Your name, policy number and as much information as possible should be given.

Settlement of bills not paid by you should be referred to us at +44 (0) 208 763 4901.

#### **Hospital benefit**

- Written confirmation from the hospital of the period of time you were hospitalised.

#### **Baggage**

- Police report for stolen or lost baggage.
- For baggage lost or damaged whilst in the custody of an airline, a Property Irregularity Report (PIR).
- Original receipts/evidence of purchase for all items.

#### **Delayed baggage**

- Property Irregularity Report from the carrier confirming the reason and duration of the delay.
- Original receipts/evidence of purchase for all replacement items.

#### **Personal money**

- Police report of the theft.
- Details of amount lost, e.g. bank statements, conversion slips.

#### **Loss of passports/documents**

- Receipts for expenditure.

#### **Missed departure**

- Any motoring accident involving personal injury must be substantiated by a police report.

#### **Travel delay**

- A written report from the airline, shipping company or their agents which shows the reason for the delay.

For all other claims, please refer to the relevant section of the policy.

## Section 1. Cancellation

We will cover your proportion of the costs up to a maximum of £3,000 which you have paid or agreed to pay and which you cannot recover from any other source following:

1. your necessary and unavoidable cancellation of the trip which happens after the start date of cover shown on the Schedule, due to:
  - a. the death, injury or illness of you, your relative or close business colleague or of any person with whom you had arranged to travel, or a friend or relative who lives abroad with whom you had arranged to stay;
  - b. your attendance at a court of law as a witness (but not as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office;
  - c. your redundancy or that of your travelling companion notified to you after the purchase of this policy or after the date the trip was booked, whichever is the later;
  - d. your compulsory quarantine, or Government restriction following an epidemic which prevents you from travelling;
  - e. your home becoming uninhabitable following serious fire, storm or flood within 14 days before your scheduled departure date.
2. your cancellation of the trip as a result of Section 10 - Travel delay where the delay exceeds 12 hours from the first international departure time specified in your official itinerary.

Any payment we make to you is dependent on you notifying the travel agent, tour operator or provider of transport or accommodation immediately you know you will be cancelling the trip. We will only pay the cancellation charges that would have applied at the time you knew it was necessary to cancel your trip.

#### **Exclusions**

We will not pay for the following:

1. if travel is against the advice of your doctor;
2. any pre existing Medical condition or associated condition;
3. any claim which is due to:
  - a. your failure to obtain the required passport or visa;
  - b. your failure to obtain any recommended or required vaccines, inoculations or medications prior to your trip;
  - c. you travelling for the purpose of obtaining medical treatment or in the knowledge that you are likely to need medical treatment;
  - d. the operation of law, unless expressly provided for elsewhere in this policy (for example Jury Service or compulsory quarantine);
  - e. the failure in provision of any service connected with your trip including error, omission, financial failure, or default of, or by the provider of, any service, travel agent, tour operator/organiser through whom you booked the trip;
  - f. death or illness of any pets or animals;
  - g. your decision not to travel, or personal financial circumstances (other than you being made redundant after the start date of cover shown on the Schedule);
  - h. any loss in respect of Air Passenger Duty (this can be reclaimed by you through your travel agent or airline);
  - i. any loss due to your relative, close business colleague, travel companion or person with whom you had arranged to stay, if at the time of taking out your policy or booking a trip, whichever was the later, that had a medical condition for which he or she:
    - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;
  - j. your late arrival at the airport or port after check-in or booking-in time (except for a late arrival covered under Section 9 - Missed departure);

- k. any unlawful or criminal proceedings of anyone on whom the trip plans depend, other than attendance as a witness at a Court of Law;
  - l. any circumstances, including but not limited to strike or industrial action, known to you or publicly declared prior to the date your Schedule is issued or the time of booking the trip (whichever is the earlier) which could reasonably have been expected to give rise to a claim;
  - m. any loss in respect of management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements;
  - n. any loss in respect of reward points, such as Avios Points or any other frequent flyer scheme;
4. the excess;
  5. see General Exclusions.

## Section 2. Curtailment

We will cover you up to £3,000 if you unavoidably cut short your trip by returning to the UK, or if you unavoidably cut short your trip that is within the UK by returning home due to the following reasons:

1. the death, injury, or serious illness of yourself or the person with whom you are travelling;
2. the death, injury, or serious illness of your relative or close business colleague who is resident in the UK;
3. your attendance at a court of law as a witness (but not as an expert witness) or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office;
4. you being called back by the Police after your home or usual place of business in the UK has suffered from burglary, serious fire, storm or flood.

The cover provides a refund which is a percentage of the unused part of the pre-paid trip costs (but excluding the last day of travel);

### We will also pay:

for reasonable additional travel and accommodation expenses you incur in returning to the UK which on medical advice is necessary and unavoidable as a result of 1 and 2 above

Any payment we make to you is dependent on you observing the following:

1. seeking an opinion on the advisability of making the trip from your registered doctor if you have an existing medical condition, taking into account your chosen trip destination, the climatic conditions, the stability of your condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available;
2. contacting us prior to you leaving the trip destination for your return to the UK;
3. if you are cutting short your journey for medical reasons, you must get a doctor's certificate to confirm your need to return home to the UK, then contact us to authorise your claim;
4. not travelling specifically to receive medical treatment during your trip or in the knowledge that you are likely to need medical treatment;
5. obtaining any recommended vaccines, inoculations or medications prior to your trip;
6. having a pre-paid return ticket to the UK at the start of your trip unless otherwise agreed.

Note: Curtailment means returning home prior to the scheduled return date or being admitted to hospital as an inpatient for at least 24 hours. A proportionate refund will be made of the pre-paid charges. The refund for accommodation will be based on each complete day of the holiday you have lost. A proportionate refund of travel expenses will be paid only if you cannot use your return ticket, and you are not claiming travel expenses under another section of this policy.

### Exclusions

We will not pay for the following:

1. any costs arising from your pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
2. your loss of enjoyment of the trip however caused;

3. any unused portion of your original ticket where repatriation has been made;
4. if travel is against the advice of your doctor;
5. any costs arising from a pre-existing medical condition or associated condition;
6. any loss due to your relative, close business colleague, travel companion or person with whom you had arranged to stay, if at the time of taking out your policy or booking a trip, whichever was the later, had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;
7. your disinclination to travel, or if curtailment is requested because of psychiatric disorders, depression, anxiety, stress, phobias or personal financial circumstances;
8. death or illness of any pets or animals;
9. any loss in respect of management fees, maintenance costs or exchange fees associated with timeshares, holiday property bonds or similar arrangements;
10. any loss in respect of reward points, such as Avios Points or any other frequent flyer scheme;
11. the excess;
12. see General Exclusions.

## Section 3. Medical and repatriation expenses

**Important Note:** This section provides insurance for emergency medical costs not covered under a reciprocal health agreement between the government of the UK and that of your country of loss including costs covered by the European Health Insurance Card (EHIC). This is not Private Medical Insurance.

We will cover you up to a maximum of £10,000,000 in the event of an accident or sickness whilst on the trip, in respect of the following:

1. usual and reasonable medical, hospital and treatment expenses, including the cost of the rescue service to take you to hospital, which will cease when on medical advice you are able to return to the UK;
2. up to £2,500 for the costs of funeral expenses abroad or the reasonable cost of conveying the insured person's body or ashes to their home address in the UK;
3. repatriation expenses (including air ambulance or the special use of air transport) to return you to the UK provided it is medically necessary and the arrangements are authorised by us and made by us beforehand. For trips within the UK we will pay up to £2,000 to return you home;
4. up to £2,000 for additional travel (economy class) and accommodation (room only plus £10 per day towards meals) of a relative or friend of yours living in the UK, or on holiday with you, who on medical advice must travel or stay with you or accompany you home. We must authorise this beforehand;
5. up to £250 for additional kennel or cattery fees for your dog or cat if you have to stay after the date you were going to return home.
6. up to £200 for emergency dental treatment outside the UK for the immediate relief of pain.

We must be contacted before you incur the costs if your medical expenses are likely to exceed £500.

Furthermore if you are admitted to a hospital or clinic abroad as an inpatient, we must be notified as soon as possible, in order to confirm the conditions of this insurance with the medical providers.

If you are injured or become ill during your trip, we:

- may move you from one hospital to another; and /or
- arrange for you to return to the UK at any time.

We will do this if we and the treating doctor think that it is safe for you to be moved or returned to the UK. If you choose not to, our liability will end on the date it was deemed safe for you to be moved or returned to the UK.

For travel to the United States of America reasonable and necessary medical and hospital expenses means costs that are incurred for approved, eligible medical services or supplies up to 150% of the published medical rates for the same or similar treatment as payable by US Medicare.

### Exclusions

We will not pay for the following:

1. any medication or drugs which at the start of your trip you know you will need;
2. the cost of any treatment or surgery (including exploratory tests) which are not directly related to the illness or injury for which you went into a hospital or clinic abroad;
3. any form of treatment or cosmetic surgery which, in our opinion or that of the doctor treating you can reasonably be delayed until you return home;
4. any costs arising from your pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
5. any extra costs from you arranging a single or private room accommodation at a hospital, clinic or nursing home, except where this is necessary for your treatment and approved by us beforehand;
6. any loss, damage or provision of false dentures, false limbs, hearing aids, contact or corneal lenses or prescription spectacles;
7. inpatient, hospital, clinic or repatriation expenses which have not been reported to and authorised by us;
8. if you are travelling against the advice of a doctor or for the purpose of having medical treatment on the trip;
9. any costs arising from a pre-existing medical condition or associated condition;
10. any cost where you do not comply with the treatment agreed by the treating doctor and us;
11. Any food, drinks, toiletries and fares, unless otherwise stated;
12. Any phone calls or costs, other than:
  - calls to us telling us about the problem and for which you can provide a receipt or other evidence to show the cost of the call and the number dialled; or
  - costs incurred by you when you receive calls on your mobile phone from us for which you are able to provide receipts or other reasonable evidence to show the cost of the calls;
13. Any taxi fare, other than those for your travel to and from hospital, relating to your admission, discharge or attendance for outpatient treatment or appointments; or for the collection of medication prescribed for you by the hospital forming part of this claim (Note: Any costs incurred by you to visit another person or by another person visiting you in hospital are not covered);
14. Any costs which are covered under a reciprocal health agreement between the government of the UK and that of your country of loss including costs covered by the European Health Insurance Card (EHIC);
15. the excess;
16. see General Exclusions.

## Section 4. Hospital benefit

We will pay £10 for every complete 24 hours you spend in a hospital abroad as an inpatient as a result of you becoming ill or being injured during the trip (up to a maximum of £100).

### Exclusions

We will not pay for the following:

Any days spent in hospital:

1. in the United Kingdom;
2. for any treatment or surgery (including exploratory tests) which are not directly related to the illness or injury for which you went into a hospital or clinic abroad;
3. for any form of treatment or cosmetic surgery which, in our opinion and that of the opinion of the doctor treating you, can reasonably be delayed until you return home;

4. arising from your pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
5. for inpatient, hospital or clinic expenses which have not been reported to and authorised by us;
6. if you are travelling against the advice of a doctor or for the purpose of having medical treatment on the trip;
7. any claims arising from a pre-existing medical condition or associated condition;
8. see General Exclusions.

## Section 5. Baggage and personal belongings

**Important Note:** The cover under Part H section 5 is in addition to cover that you may have selected under Part C Personal Possessions. If you have selected this cover and paid the appropriate premium as stated on your latest Schedule, any claim for loss or damage of your personal possessions can only be made under one section.

We will pay up to a maximum of £1,500 (after making reasonable allowance for wear, tear and depreciation) for accidental loss, or theft of or damage to baggage owned by you. In the event of a claim you must provide us with any original receipts, proofs of purchase or insurance valuations (obtained prior to loss, theft or damage) which we request.

### Exclusions

We will not pay for the following:

1. more than £300 for any one article, pair or set of articles;
2. more than £300 in total in respect of valuables;
3. ski equipment (this is covered under the Winter Sports section, if the appropriate premium is paid);
4. loss or theft of or damage to fragile articles, bicycles and business goods or samples;
5. loss or theft of or damage to sports equipment whilst in use;
6. loss or damage of your baggage and personal possessions whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report from them. In the case of an airline you will need a Property Irregularity Report (PIR);
7. loss or theft of your baggage that you do not report to the Police within 24 hours of discovery or as soon as possible after that and where you do not get a written report from them;
8. loss or damage to your baggage caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moths, vermin or atmospheric or climatic conditions;
9. baggage left out of your sight and personal control in public places (e.g. station, airport, restaurant, beach, etc);
10. any loss or theft of baggage from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior, and where the forcible entry or exit is verified by a Police report);
11. any loss of valuables packed in a suitcase, or similar container (other than normal hand-baggage) unless they are at all times attended by you, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle;
12. any loss or theft of valuables from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and reported to the appropriate Police authority and where a report was obtained from them;
13. loss of or damage to valuables (other than wedding rings) while you are swimming;
14. any items left in the custody of a person who does not have official responsibility for the safekeeping of the property;
15. the excess;
16. see General Exclusions.

## Section 6. Delayed baggage

We will pay up to a maximum of £200 to cover the purchase of essential items if you are temporarily deprived of your baggage due to misdirection in delivery on your outward journey for over 12 hours from the time you arrived at your trip destination abroad.

You must keep all receipts for these items and send them with your claim form.

Any amount paid will be deducted from the final claim settlement under Section 5 - Baggage and personal belongings if your luggage is permanently lost.

### Exclusions

We will not pay for the following:

1. loss or damage to your baggage or personal possessions whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report. In the case of an airline you will need a Property Irregularity Report (PIR);
2. see General Exclusions.

## Section 7. Personal money

We will pay up to a maximum of £200 for the loss or theft of your personal money during your trip dependent on you observing the following:

1. taking reasonable care in protecting your money and documents against loss, theft or damage;
2. notifying the Police within 24 hours of discovery or as soon as possible after that and obtaining a written report and reference number from them and enclosing this with your claim form.

### Exclusions

We will not pay for the following:

1. loss or theft of money that is not on your person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in your trip accommodation;
2. for any depreciation in value, currency changes or shortage caused by any error or omission;
3. for money packed in suitcases or other similar baggage, or in containers which are out of your sight and personal control;
4. for loss or damage arising from confiscation or detention by Customs or other officials;
5. more than £200 (£50 in respect of children aged 15 years and under) for cash;
6. the excess;
7. see General Exclusions.

## Section 8. Loss of passport or documents

We will pay up to a maximum of £150 for reasonable travel and accommodation expenses incurred to obtain replacement passports, travel tickets, green cards, driving licences, and business documents and records.

### Exclusions

We will not pay for the following:

1. the cost of replacing and/or restoring the missing documents or records which have been lost or stolen or damaged;
2. loss or theft of items that are not kept on your person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in your trip accommodation;

3. any depreciation in value or shortage caused by any error or omission;
4. items packed in suitcases or other similar baggage, or in containers which are out of your sight and personal control;
5. loss of passport not reported to the Police and the Consular Representative of the relevant issuing country within 24 hours of discovery or as soon as possible after that;
6. for loss or damage arising from confiscation or detention by Customs or other officials;
7. the excess;
8. see General Exclusions.

## Section 9. Missed departure

We will pay up to a maximum of £500 for reasonable additional accommodation (room only) and travel expenses should you arrive at your last departure point from the UK or last departure point for your return trip to the UK (according to published timetables) too late to board your booked flight or sailing if:

1. scheduled public transport services fail to get you there in time due to strike, industrial action, adverse weather conditions or mechanical breakdown;
2. the private motor vehicle in which you are travelling to your last departure point in the UK suffers a mechanical breakdown/failure or is directly involved in a road traffic accident which results in mechanical breakdown/failure or bodily injury.

In respect of UK and Channel Islands business trips cover only applies to pre-booked flights or sea passages within the UK and Channel Islands in connection with your business.

**Note:** Cover in respect of 2. above only applies to vehicles under 7 years old. Any motoring accidents must be reported to the Police if there is a personal injury and any accident or breakdown not resulting in personal injury must be reported to a recognised motoring rescue organisation and a report obtained from them. Any repair costs to the vehicle are not covered by this insurance.

### Exclusions

We will not pay for the following:

1. your failure to allow sufficient time for the public transport to arrive on schedule and deliver you to your departure point;
2. strike, industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on the date the Schedule is issued or you booked the trip (whichever is later);
3. any claim arising from your private motor vehicle in which you are travelling not having been properly serviced and maintained, in the event of vehicle breakdown;
4. see General Exclusions.

## Section 10. Travel delay

The benefit provided under this section is intended to provide compensation if you are delayed at your point of departure and is only applicable if you have travelled there and checked-in. If you have not travelled to your departure point you will not be covered even if you have checked-in online.

We will pay up to £10 after the first full 12 hours delay, and £10 for each full 12 hours delay thereafter (up to a maximum of £100), if the international transport service (which forms part of your pre-booked itinerary) is delayed due to circumstances beyond your control at your last international departure point from or to the UK, or the delay occurs during a pre-booked connecting flight or sea journey taking you to your trip destination.

If after 12 hours delay to your outbound journey you choose to abandon your trip we will pay your cancellation costs under the cancellation section of this policy.

In respect of UK and Channel Islands business trips cover only applies to pre-booked flights or sea passages within the UK and Channel Islands in connection with your business.

**Note:** For residents of Northern Ireland, cover will also be provided for a flight or sea vessel journey interconnecting with the last flight or sea vessel journey from the international departure point from or to a mainland United Kingdom or other European terminal.

### Exclusions

We will not pay for the following:

1. any claim which is as a result of your failure to check-in at the departure airport or port by the time shown on your travel itinerary;
2. any compensation unless you have obtained written confirmation from the airline or shipping company or their handling agents which shows the reason for the delay, the scheduled departure time and the actual departure time of your flight or sailing;
3. any compensation where the airline or shipping company or their handling agents provide alternative transport which departs within 12 hours of the booked departure time;
4. any delay which is due to strike or industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on the date the Schedule is issued or you booked the trip (whichever is the later);
5. any claim where you decide to cancel the journey and we pay a claim under section 1 of this policy;
6. see General Exclusions.

## Section 11. Legal expenses

We will pay you up to £10,000 for reasonable and necessary legal costs you or your legal personal representative(s) have to pay in order to claim compensation or damages for your personal injury or death caused by the negligence of a third party during your trip.

For legal expenses queries please call 020 8652 1313.

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

1. the date of occurrence of the incident happens during the period of insurance ; and
2. any legal proceedings will be dealt with by the court or other body which we agree to; and
3. for civil claims it is always more likely than not that you will recover damages (or other legal remedy which we have agreed to) or make a successful defence.
  - for all insured incidents, we will help in appealing or defending an appeal as long as you tell us within the time limits that you want us to appeal.

Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.

- if an appointed representative is used, we will pay the costs and expenses incurred for this.
- 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 £10,000. We will negotiate for your legal rights after an event which causes the death of, or bodily injury to you.

### Exclusions

We will not pay for any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
2. defending your legal rights, but defending a counter-claim is covered;
3. the driving of a motor vehicle by you for which you do not have valid motor insurance;
4. against us, or our agents;
5. any costs and expenses incurred before our written acceptance of the claim;
6. written or verbal remarks which damage your reputation;
7. disagreement with us that is not dealt with under No. 7 of the General Conditions applying to Section 11 - Legal expenses;

8. an application for Judicial Review;
9. any legal action which you take which we or the appointed representative have not agreed to;
10. where you do anything that hinders us or the appointed representative;
11. any costs and expenses that are incurred under a contingency fee arrangement;
12. the excess.

### General conditions applying to Section 11- Legal Expenses

1. You must:
  - a. take reasonable steps to keep any amount we have to pay as low as possible.
  - b. try to prevent anything happening that may cause a claim.
  - c. send everything we reasonably ask for.
  - d. give us full details of any claim as soon as possible and give us any information we need.
2. a. We can take over and conduct, in your name any claim or legal proceedings at any time. We can negotiate any claim on your behalf.
  - a. 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 court 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.

We may choose not to accept an insured person's choice. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.

- c. In all circumstances except those in 2(b) above, we are free to choose a representative.
  - d. An appointed representative will be appointed by us and represent you according to our standard terms of appointment. The appointed representative must cooperate with us at all times.
  - e. We will have direct contact with the appointed representative.
  - f. You must co-operate fully with us and the appointed representative and must keep us up to date with the progress of the claim.
    - a. You must give the appointed representative any instructions that we require.
3. a. You must tell us if anyone offers to settle the claim.
  - b. If you do not accept a reasonable offer to settle the claim, we may refuse to pay further costs and expenses.
  - c. You must not negotiate or agree to settle a claim without our approval.
  - d. We may decide to pay you the amount of damages that you are claiming or is being claimed against you, instead of starting or continuing legal proceedings.
    - a. You must tell the appointed representative to have costs and expenses taxed, assessed or audited, if we ask for this.
    - b. You must take every step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.
  5. If an appointed representative refuses to continue acting for you or if you dismiss an appointed representative the cover we provide will end at once, unless we agree to appoint another appointed representative.
  6. If you settle a claim or withdraw your claim without our agreement, or do 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 you disagree about the choice of appointed representative or about the handling of a claim, we and you can choose another suitably qualified person to decide the matter. We 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. All costs of resolving this disagreement must be paid by the party whose choice is rejected.
  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 will not pay any claim covered under any other policy, or any claim that would have been covered by another policy if this policy did not exist.
  10. This policy is governed by English Law.
  11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## Section 12. Personal liability

We will pay up to a maximum of £2,000,000 plus costs of defence of a claim agreed between us in writing for any event occurring during the trip which you are legally liable to pay that relate to an incident caused by you and which results in:

1. injury, illness, death or disease to another person;
2. loss of or damage to property which does not belong to you or any member of your family and is neither in your charge nor under your control or that of any member of your family.

In respect of business trips within the UK and Channel Islands, this Section only applies when you are travelling as a fare paying passenger on public transport.

Our total liability under all such insurances arising from any one incident or series of incidents shall not exceed £2,000,000.

### Exclusions

We will not pay:

for claims, arising directly or indirectly, for any liability for loss of or damage to property, or injury, illness or disease:

1. where cover is provided under any other insurance;
2. which is suffered by anyone who is under a contract of service with you or any member of your family and is caused by the work you employ them to do;
3. which is caused by any deliberate, unlawful, malicious or wilful act or omission by you;
4. which is caused by your employment, profession or business or that of any member of your family;
5. which is caused by your ownership, care, custody or control of any animal;
6. which falls on you by agreement and would not have done if such agreement did not exist;
7. which is as a result of any criminal proceedings;
8. which is due to your ownership, possession or use of vehicles, aircraft, watercraft (other than canoes, punts and rowing boats), firearms or explosive devices;
9. which is caused by your ownership or occupation of land or buildings (other than occupation only of any temporary residence, excepting time-share);
10. the excess;
11. see General Exclusions.

## Section 13. Travel disruption cover

This section provides cover for costs not forming part of a package holiday.

### Special conditions applying to this section:

1. You may only claim under only one part of section 13, part A, B or D of this section for the same event.
2. You may only claim the delay benefit provided by under Section 10 - Travel Delay or Section 13D. Enforced Stay of this section, for the same event but not both.
3. If the same costs and charges are also covered under any other section of this policy you can only claim for these under one section for the same event.

### Special definition applying to this section:

#### Booking Agent

A person or organisation that makes reservations for travel or accommodation on your behalf.

#### Consolidator

A person or organisation that sells airline tickets on behalf of an airline.

### Package

The pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- a) transport
- b) accommodation
- c) other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the package.

As more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992.

### Scheduled Airline

An airline that provides a regular service which runs to a timetable.

## 13A. Cancellation and Curtailment sections are extended to include the following cover.

We will pay you for any irrecoverable unused travel and accommodation costs (including unused kennel or cattery fees) and other prepaid charges including airport parking, car hire, excursions up to £3,000 which you have paid or are contracted to pay together with any reasonable additional travel expenses incurred.

We will pay:

- a) if you were not able to travel and use your booked accommodation; or
- b) if the trip was cut short before completion as a result of
  1. the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or similar body issuing a directive:
    - i) prohibiting all travel or all but essential travel to; or
    - ii) recommending evacuation from the country or specific area or event to which you were travelling providing such directive came into force after you purchased this insurance or booked the trip (whichever is the later), or in the case of cutting short your trip after you had left the UK to commence the trip; or
  2. the insolvency of your scheduled airline; or
  3. the insolvency of the providers or booking agents of your accommodation; or
  4. fire, flood, earthquake, explosion, hurricane, tsunami, landslide, avalanche, volcanic eruption or storm making your accommodation uninhabitable; or
  5. an outbreak of food poisoning or an infectious disease at your accommodation resulting in its closure during your trip; or
  6. strike leading to the cancellation of your international transport from the UK; or
  7. the Channel Tunnel being closed for 24 hours from the date and time of your scheduled departure as shown on your ticket/itinerary; or
  8. an airport or port you were due to travel from or through being closed for 24 hours from the date and time of your scheduled departure as shown on your ticket/itinerary; or
  9. air space being closed for 24 hours from the date and time of your scheduled departure, as shown on your ticket/itinerary; or
  10. you being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours.

### Special conditions

1. If you fail to notify the travel agent, tour operator, or provider of transport or accommodation as soon as you find

out it is necessary to cancel the trip the amount we will pay will be limited to the cancellation charges that would have applied otherwise.

2. You must get (at your own expense) written confirmation from the transport provider (or their handling agent) of the cancellation, number of hours of delay or being denied boarding and the reason for these together with details of any alternative transport offered.
3. You must comply with the terms of contract of the transport provider and seek financial compensation, assistance or a refund of your ticket from them in accordance with such terms and/or (where applicable) your rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.

### Exclusions

We will not pay the following:

1. any costs incurred by you which are recoverable from the transport operator or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
2. any costs incurred by you which are recoverable from the company providing the accommodation or for which you receive or are expected to receive compensation or reimbursement;
3. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements;
4. any costs which you would have expected to pay during your trip;
5. any claims arising directly or indirectly from circumstances known to you prior to the date this insurance is purchased by you or the time of booking any trip (whichever is the later) which could reasonably have been expected to give rise to cancellation or cutting short the trip;
6. claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by you;
7. scheduled flights not booked in the UK;
8. scheduled flights not booked through a bonded travel agent or direct with a scheduled airline;
9. the financial failure of:
  - any scheduled airline which is insolvent at the date this insurance is purchased by you or at the time of booking any trip (whichever is the later);
  - any scheduled airline which is bonded or insured elsewhere (even if the bond is insufficient to meet the claims);
  - any travel agent, tour organiser, booking agent or consolidator with whom you have booked a scheduled flight;
10. costs which you can recover from elsewhere, for example, payments recoverable from your credit or debit card issuer;
11. any claim arising directly or indirectly from denied boarding due to your drug use, alcohol or solvent abuse or your inability to provide a valid passport or other documentation required by the transport provider or their handling agent;
12. claims arising directly or indirectly from an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any similar body in any country;
13. the excess;
14. see General Exclusions.

## 13B. Substitute Accommodation Cover

We will pay you for reasonable additional accommodation and transport costs incurred, up to the standard of your original booking up to £3,000.

We will pay:

If you need to move to alternative accommodation on arrival or at any other time during the trip because you cannot use your booked accommodation as a result of the following events:

1. insolvency of the providers of your accommodation.
2. fire, flood, earthquake, explosion, hurricane, tsunami, landslide, avalanche, volcanic eruption or storm making your accommodation uninhabitable.
3. an outbreak of food poisoning or an infectious disease.

### Special conditions

1. You must obtain written confirmation from the company providing the service or the local Police that you could not use your accommodation and the reason for this.

### Exclusions

We will not pay the following:

1. any costs incurred by you which are recoverable from the transport operator or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
2. any costs incurred by you which are recoverable from the company providing the accommodation or for which you receive or are expected to receive compensation or reimbursement;
3. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements;
4. any costs which you would have expected to pay during your trip;
5. any claims arising directly or indirectly from circumstances known to you prior to the date this insurance is purchased by you or the time of booking any trip (whichever is the later) which could reasonably have been expected to give rise to cancellation or cutting short the trip;
6. claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by you;
7. any claim for additional travel and accommodation costs which are of a higher standard than that of your originally pre-booked travel and accommodation;
8. the excess;
9. see General Exclusions.

## 13C. Replacement Flight

We will pay up to £1,500 for each insured person.

We will pay:

1. Irrecoverable flight costs paid in advance in the event of insolvency of your scheduled airline prior to departure: or
2. In the event of insolvency of your scheduled airline after departure:
  - a) additional pro rata costs incurred by you in replacing that part of the flight arrangements to a similar standard to that originally booked; or
  - b) the cost of return flights to the UK to a similar standard to that originally booked, if abandonment of the trip is unavoidable.

### Exclusions

We will not pay the following:

1. scheduled flights not booked in the UK;
2. scheduled flights not booked through a bonded travel agent or direct with a scheduled airline;
3. the financial failure of
  - any scheduled airline which is insolvent at the date this insurance is purchased by you or at the time of booking any trip (whichever is the later);
  - any scheduled airline which is bonded or insured elsewhere (even if the bond is insufficient to meet the claims);
  - any travel agent, tour organiser, booking agent or consolidator with whom you have booked a scheduled flight;

4. costs which you can recover from elsewhere. For example, payments recoverable from your credit or debit card issuer;
5. any claims arising directly or indirectly from circumstances known to you prior to the date this insurance is purchased by you or the time of booking any trip (whichever is the later);
6. any claim for additional travel and accommodation costs which are of a higher standard than that of your originally pre-booked travel and accommodation.
7. see General Exclusions

## 13D. Enforced Stay

If you are unable to:

1. reach your pre-booked accommodation at your intended destination; or
2. return to your pre-booked accommodation whilst on a pre-booked excursion during your trip; or
3. return home to the UK on your scheduled return date due to:
  - a) the airspace being closed; or
  - b) the airport or port that you are scheduled to travel from or through is closed (and you purchased your ticket before it was announced the airport/port was closed); or
  - c) the Channel Tunnel is closed (and you purchased your ticket before it was announced the tunnel was closed); or
  - d) you being involuntarily denied boarding (because there are too many passengers for the seats available); or
  - e) your flight is diverted or re-directed after take-off; or
  - f) the failure of public transport services.

We will pay you

- i) £100 for every complete 24 hour period that you are unable to reach your destination/return to your pre-booked accommodation/return home, up to a maximum of £1,500;
- or
- ii) Up to £1,000 for any necessary and reasonable additional travel expenses where after a period of 24 hours or more, you unavoidably have to make immediate alternative arrangements to reach your destination/return to your pre-booked accommodation/return home and your travel provider cannot provide alternative travel arrangements.

We will also pay up to £200 for emergency replenishment of prescription medication that you require to prevent a deterioration or exacerbation of a pre-existing medical condition, in the event that your existing supplies run out after the date that you were scheduled to return home.

### Special conditions

1. You must get (at your own expense) written confirmation from the transport provider (or their handling agent) of the cancellation, number of hours of delay or being denied boarding and the reason for these together with details of any alternative transport offered.
2. You must comply with the terms of contract of the transport provider and seek financial compensation, assistance or a refund of your ticket from them in accordance with such terms and/or (where applicable) your rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.

### Exclusions

We will not pay the following:

1. in respect to part ii only, the refunded amount of any unused return travel costs recoverable from your originally booked travel provider or any other source;
2. the cost of prescription medicine where you have not taken sufficient supplies with you to last the period of your trip;
3. any costs incurred by you which are recoverable from the transport operator or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;

4. any costs incurred by you which are recoverable from the company providing the accommodation or for which you receive or are expected to receive compensation or reimbursement;
5. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements;
6. any costs which you would have expected to pay during your trip;
7. claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by you;
8. any claims arising directly or indirectly from circumstances known to you prior to the date this insurance is purchased by you or the time of booking any trip (whichever is the later);
9. any claim arising directly or indirectly from denied boarding due to your drug use, alcohol or solvent abuse or your inability to provide a valid passport or other documentation required by the transport provider or their handling agent;
10. claims arising directly or indirectly from an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any similar body in any country;
11. see General Exclusions.

## Section 14. Winter Sports cover

This part of your policy only applies if you have chosen this cover and this is shown in your latest Schedule.

We agree to provide the insurance in Part H, section 14 of the policy, subject to the terms, conditions and exclusions.

Cover is provided (up to a maximum of 17 days in total during the period of cover) for winter sports as defined under Hazardous Activities.

## 14A. Ski equipment

We will pay up to £500 in respect of loss, theft or damage of skis, snowboard and ski equipment occurring during your trip.

### Exclusions

We will not pay for the following:

1. more than £500 for any one article, pair or set of articles;
2. more than £300 in total for hired ski equipment;
3. loss of or damage to ski equipment arising from delay or confiscation or detention by Customs or other officials;
4. loss or theft of or damage to ski equipment more than 4 years old;
5. loss of or damage to your ski equipment caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moths, vermin or atmospheric or climatic conditions;
6. loss of or damage to ski equipment whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report from them. In the case of an airline you will need a Property Irregularity Report (PIR);
7. loss or theft of your ski equipment that you do not report to the Police within 24 hours of discovery or as soon as possible after that and where you do not get a written report from them;
8. ski equipment left unattended in public places (e.g. station, airport, restaurant etc);
9. any loss or theft of ski equipment from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior or were secured within a purpose built and locked container fastened to the exterior of the vehicle, and verified by a Police report);



10. any ski equipment left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
11. the excess;
12. see General Exclusions.

## 14B. Ski hire

We will pay up to £20 for each 24 hour period (up to a maximum of £340) in respect of reasonable costs incurred by you for the necessary hire of skis following:

1. loss or breakage of your skis;
2. the misdirection or delay in transit of your skis for more than 12 hours on your outward journey.

### Exclusions

We will not pay for the following:

1. loss of or theft of skis which is not reported to the appropriate Police authority within 24 hours of discovery or as soon as possible after that and verified by a Police report.
2. loss or theft of or damage to skis which is not reported to any appropriate authority (specifically for claims arising against carriers and hotels), within 24 hours of discovery or as soon as possible after that and for which an official report is obtained;
3. loss or theft of or damage to skis shipped as freight or under a bill of lading;
4. skis left unattended in public places (e.g. station, airport, restaurant etc);
5. skis left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
6. any loss or theft of skis from an unattended motor vehicle unless the skis were secured within a purpose built and locked container fastened to the exterior of the vehicle and the loss is verified by a Police report;
7. the excess;
8. see General Exclusions.

## 14C. Ski pack

We will pay up to £25 for each 24 hour period (up to a maximum of £425) for the proportionate value of any unused ski pass, ski hire or tuition fee due to the following:

1. your accident or sickness;
2. loss or theft of your ski pass.

### Exclusions

We will not pay for the following:

1. loss or theft of your ski pass which is not reported to the appropriate Police authority within 24 hours of discovery or as soon as possible after that and verified by a Police report;
2. loss or theft of your ski pass which is not reported to any appropriate authority (specifically for claims arising against carriers and hotels), within 24 hours of discovery or as soon as possible after that and for which an official report is obtained;
3. ski pass left unattended in public places (e.g. station, airport, restaurant etc);
4. ski pass left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. costs arising from a pre-existing medical condition or associated condition;
6. see General Exclusions.

## 14D. Piste closure

We will pay £30 for each 24 hour period (up to a maximum of £300) if you are not allowed to ski for a continuous period exceeding 12 hours due to complete closure of all pistes as a result of lack of snowfall, excessive snowfall or bad weather in a pre-booked winter sports resort.

Alternatively, we will pay:

- an amount of £30 for each 24 hour period (up to a maximum of £300) for you to travel to an alternative site. This Section 14D is only valid for the period December to March inclusive.

### Exclusions

We will not pay for the following:

1. claims which are not substantiated by a report from the resort management;
2. piste closure which was in existence prior to your arrival in your pre-booked ski resort;
3. see General Exclusions.

## 14E. Inability to ski due to accident

We will pay £15 for each 24 hour period (up to a maximum of £150 in total) when you are unable to ski following a skiing accident but are not hospitalised.

### Exclusions

We will not pay for the following:

1. claims which are not substantiated by a report from a doctor;
2. claims arising from pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
3. if you are travelling or skiing against the advice of a doctor or for the purpose of having medical treatment on the trip;
4. any costs arising from a pre-existing medical condition or associated conditions;
5. see General Exclusions.

## 14F. Avalanche closure

We will pay up to £250 for additional reasonable travel and accommodation expenses in the event that your outward or return journey is delayed for at least 12 hours beyond the scheduled departure time as a direct result of an avalanche in your pre-booked ski resort.

### Exclusions

We will not pay for the following:

1. incidents which are not substantiated by a report from the resort management;
2. see General Exclusions.

**Note:** you cannot claim under Sections 9 - Missed departure or Section - 10 - Travel delay for the same delay/disruption as covered by this Section.

# How to make a complaint

You have the right to expect the best possible service and support. If we have not delivered the service that you expected or you are concerned with the service provided, we would like the opportunity to put things right.

For complaints in relation to the selling of your policy please contact Shelias' Wheels home insurance on 0845 604 4206.

For complaints in relation to your Travel claim please contact:

Post: FirstAssist Insurance Services  
Customer Relations Department  
1 Drake Circus  
Plymouth, PL1 1QH

Telephone: 0870 060 0190. For your protection calls may be recorded and may be monitored.

E.mail: [customerrelations.plymouth@firstassistinsurance.co.uk](mailto:customerrelations.plymouth@firstassistinsurance.co.uk)

What to do if you are still not satisfied

If you are still not satisfied then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within six months of our final response to your complaint. We will remind you of the time limits in the final response.

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

Telephone: 0800 0 234 567, free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123, free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

E.mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish. Your rights as a customer to take legal action remain unaffected by the existence or use of our complaints procedure. However the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

# General conditions which apply to all sections

You are advised to take this Policy Booklet and your Schedule with you on your trip. You will be required to provide these documents as evidence of Insurance if you need the service of a hospital or other assistance provider. You will also need to be able to quote your policy number when you contact us.

At all times we will act in good faith in our dealings with you. The payment of all claims following events that occur in the period of insurance is dependent on you observing the following:

1. taking all possible care to safeguard against accident, injury, loss or damage and to act as if you had no insurance cover;
2. giving us full details in writing within 31 days of your discovery of any incident which may result in a claim under this insurance;
3. passing on to us every claim form, writ, summons, legal process or other communication in connection with the claim;

4. providing all necessary information and assistance that we may require at your expense (including where necessary medical certification and details of your household insurance);
5. accepting that no alterations and/or additions to the printed terms and conditions of your insurance will be valid unless agreed by us;
6. starting each trip from your home or place of business in the UK and returning to your home or place of business in the UK at the end of each trip, within the permitted trip duration and period of cover unless otherwise agreed by us (we do not cover any trip where you have already left the UK at the time of purchasing this insurance, except where you renew an existing annual multi trip policy which falls due for renewal during the trip).

## And you recognising our rights:

1. to make your insurance void where any claim is found to be fraudulent;
2. to share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information you supply on a claim, together with information you have supplied on any application form and other information relating to a claim, may be provided to the register participants.
3. to take over and act in your name the defence or settlement of any claim made under this insurance;
4. to take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under this insurance;
5. to obtain information from your medical records (with your permission) for the purpose of dealing with any medical claims. No personal information will be disclosed to any outside person or organisation without your prior approval;
6. not to pay you more than the amounts shown on your Schedule;
7. only to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk and to require details of such other insurance or proof of ownership.

# General exclusions which apply to all sections

This insurance will not pay for any deterioration of or loss or damage to property, or any legal liability, injury, illness, death or expense, directly or indirectly due to, contributed to or caused by:

1. a pre-existing medical condition or associated condition;
2. terrorism (except under Section 3 - Medical and repatriation expenses), war, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, military or usurped power, riot or civil commotion or revolution or similar event, or if you have deliberately put yourself in danger. This exclusion does not apply for claims made under Section 3 - Medical and repatriation expenses;
3. any travel undertaken against Foreign Office advice or where the Foreign Office has deemed it unsafe for you to travel;
4. ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear machinery or parts;
5. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
6. confiscation or destruction of property by any Customs, Government or other Authority of any country;
7. any hazardous activities unless expressly covered under this policy;
8. wilfully self-inflicted injury or illness or solvent abuse;
9. you being under the influence of drugs (except those prescribed by your registered doctor, but not when prescribed for the treatment of drug addiction);
10. your failure to obtain any required vaccines/inoculations or medications prior to your trip departure;
11. your suicide or attempted suicide or putting yourself at risk unless you are attempting to save a human life;
12. any dishonest, malicious or criminal act committed by you or any person with whom you are in collusion, or insurance arranged in circumstances of which you were aware at the time you arranged the insurance that were reasonably likely to give rise to a claim;

13. claims, other than under Section 3 - Medical and repatriation expenses and Section 4 - Hospital benefit which arise from, or are in any way connected (whether directly or indirectly) with, or exacerbated by, any actual or anticipated failure of any computer or electronic device, or component or system or embedded programming or software (whether or not belonging to or in the possession of the insured person);
14. psychiatric disorders, depression, anxiety, stress or phobias;
15. participation in winter sports unless the appropriate premium has been paid and is shown on your Schedule.
16. you electing to travel on a trip which exceeds 30 days or for winter sports 17 days in total.
17. any trip where you have already left the UK at the time of purchasing this insurance, except where you renew an existing annual multi-trip policy which falls due for renewal during the trip.
18. where you were not fit to undertake your trip when booking your trip or purchasing this policy whichever is the later.
19. where there is another insurance policy covering the same risk.
20. your own unlawful action or any criminal proceedings against you.
21. any form of alcohol abuse including alcohol withdrawal or you drinking too much alcohol where it is reasonably foreseeable that such consumption could result in a serious impairment of your faculties and/or judgement resulting in a claim. We do not expect you to avoid alcohol on your trip but we will not cover any claim arising because you have drunk so much alcohol that your judgement is seriously affected and you need to make a claim as a result.
22. arising from the unauthorised use of a swimming pool outside the specified times of opening.
23. arising from you climbing on top of, or jumping from a vehicle; or jumping from a building or balcony; or climbing or moving from any external part of any building to another (apart from stairs) regardless of the height, unless your life is in danger or you are attempting to save human life.
24. where you are not wearing a helmet whilst on a motorcycle, motor scooter or moped.
25. where you are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

## Important information

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone insured under your policy.

### Data Protection notice

#### Introduction

Please make sure that you read and understand this Data Protection notice as it explains to you what we will do with the information that you give us. If you apply for our products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise.

If your application includes other individuals we will assume that they have given their consent to you for you to give their information to us.

#### The Data Controller

The Data Controllers are esure Services Limited and Cigna Insurance Services(Europe) Limited. Sheilas' Wheels is a trading name of esure Services Ltd.

#### Protection of your personal details

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us and/or esure Services Ltd either in respect of yourself or other individuals in connection with our products and/or services will be treated in confidence by us and /or esure Services Ltd and will be held by us and/or esure Services Ltd for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us and/or esure Services Ltd within our Group or our agents.

Your personal and sensitive data may also be shared with the underwriter of our insurance products. It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided.

#### Inaccurate data

If you believe that we are holding inaccurate information about you, please contact us and we will be happy to correct any errors.

#### Telephone calls

Telephone calls may be monitored and recorded.

#### Information on products and services

We, esure Services Limited and our agents worldwide, will hold and use the information you have given us to provide the insurance services you asked for and for statistical analysis. Your information will always be protected by strict security and will only be used by our agents in accordance with our instructions. You have the right to ask for a copy of the information we and esure Services Ltd hold about you in our records. You will need to pay a small fee. You have the right to ask us and esure Services Ltd to correct any inaccuracies in your information.

#### Regulatory status

This policy is arranged and administered by FirstAssist Insurance Services, which is a trading style of Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England and Wales No.04617110, registered office: Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB. Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. esure Services Ltd and Cigna Insurance Services (Europe) Ltd are not part of the same group.

esure Services Ltd, registered in England and Wales No. 2135610 has its registered office at The Observatory, Reigate, Surrey, RH2 0SG. Sheilas' Wheels is a trading name of esure Services Ltd.

This policy is underwritten by CIGNA Europe Insurance Company S.A.-N.V.

CIGNA Europe Insurance Company S.A.-N.V., is registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenberg 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection.

### **Compensation arrangements**

CIGNA Europe Insurance Company S.A.-N.V. is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100.

### **Cancellation of your Annual Travel cover**

#### **What you must do**

To enable us to cancel your Policy, We would prefer You to phone to tell us in the first instance and you can do this by contacting Customer Services on 0845 604 4206.

Alternatively, You can do this by writing to us at The Equinox, 19 Cadogan Street, Glasgow, G2 6QQ.

We will cancel your policy from the date You have requested. Unfortunately we cannot backdate any cancellation.

When You or esure Services Ltd cancel the Annual Travel section of your policy esure Services Ltd will refund your premium as follows:

#### **Within the 14 day cooling off period**

You have 14 days to cancel the Annual Travel section of your policy from the date You receive your documents if You are a new customer, or from your renewal date if You are an existing customer. If You do not exercise your right to cancel during the 14 day period, your policy will continue as normal.

esure Services Ltd will refund the premium paid.

#### **Cancelling your cover after the 14 day cooling off period**

If you or esure Services Ltd cancel after the first 14 days esure Services Ltd will not refund the balance of your premium relating to the period of which cover has been provided.

#### **Our right to cancel your policy**

esure Services Ltd have the right to cancel your policy at any time by giving you 7 days' notice in writing where there is a valid reason for doing so. esure Services Ltd will send the cancellation letter to the latest address esure Services Ltd have for You and will set out the reason for cancellation in the letter. Valid reasons may include but are not limited to:

- Where esure Services Ltd have been unable to collect a premium payment. In this case esure Services Ltd will contact you in writing requesting payment by a specific date. If esure Services Ltd do not receive payment by this date esure Services Ltd will write to You again notifying You that payment has not been received and giving You 7 days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date your policy will be cancelled. If payment is not received by that date esure Services Ltd will cancel your policy with immediate effect and notify You in writing that such cancellation has taken place;
- Where You are required in accordance with the terms of Part H of this policy booklet to co-operate with Us, or send Us information or documentation and, You fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case esure Services Ltd may issue a cancellation letter and esure Services Ltd will cancel your policy if You fail to co-operate with Us or provide the required information or documentation by the end of the 7 day cancellation notice period;
- Where We reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our or esure Services Ltd, staff or suppliers.

# Key contact numbers

## Customer Service

**0845 604 4206**

Monday - Friday 8am-8pm

Saturday 9am-5pm

Sunday 10am-2pm

For your queries, including payment queries, and to tell us about any changes to your policy.

## Claim line

**0845 604 4215**

Monday - Friday 8am-6pm

Saturday 9am-1pm

To tell us about any incident which may give rise to a claim, or if you wish to discuss an existing claim.

## Out of hours claim notification line

**0845 604 4215**

To tell us about any incident which may give rise to a claim.

## 24-hour legal advice

**0845 604 4225**

For free confidential legal advice on personal legal issues.

To use the optional extras, if you've bought them (see your Schedule)

**24-hour Family Legal Protection** 0845 604 4225

**24-hour Home Emergency cover** 0845 604 4226

**24-hour Pest cover** 0845 604 4227

**24-hour Annual Travel cover -  
medical emergency** +44 (0) 208 763 4901

**Travel Claim line** (Monday - Friday 8am-6pm) 0845 606 1890

If You have a hearing or speech impairment, You can also contact us by Typetalk or specialised text phone. To contact us by specialised text phone simply call **0845 850 3217** for sales and customer service and **0845 850 3218** for home claims.

Calls may be monitored and recorded for security and service quality.

## You could save money by switching to Sheilas' Wheels car and Sheilas' Wheels Pet insurance

Buy online anytime at [sheilaswheels.com](http://sheilaswheels.com) or call us now:

**Sheilas' Wheels car 0800 011 3311**

**Sheilas' Wheels Pet 0845 606 1370**

Family Legal Protection, Home Emergency and Pest cover is provided by DAS and Annual Travel is provided by FirstAssist Insurance Services.